

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, DECEMBER 7, 2020
6:00 P.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 6:00 pm. 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 HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE WHICH AMENDS ORDINANCE NO. 2020-02 (SPECIAL EVENT REGULATING CONCERTS), EXEMPTING STEINHATCHEE RIVER CHAMBER OF COMMERCE, NON-PROFIT GROUPS AND COUNTY SPONSORED EVENTS, PROVIDING 30 DAYS NOTICE.
5. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE AMENDING COMPREHENSIVE PLAN AND SUBMITTAL OF AMENDMENTS RESULTING FROM THE EVALUATION & APPRAISAL REPORT (EAR), TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO).

CONSENT ITEMS:

6. EXAMINATION AND APPROVAL OF INVOICES.
7. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE SCOP ROAD PROJECT (SAN PEDRO ROAD) FUND, AS SUBMITTED BY DANNIELLE WELCH, FINANCE DIRECTOR.

8. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE MSTU FUND, AS SUBMITTED BY DANNIELLE WELCH, FINANCE DIRECTOR.
9. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE SCRAP ROAD PROJECT (PINECREST ROAD) FUND, AS SUBMITTED BY DANNIELLE WELCH, FINANCE DIRECTOR.
10. THE BOARD TO CONSIDER APPROVAL OF A TRANSFER FROM GENERAL FUND CONTINGENCY FOR \$1,000 TO COVER GENERAL LIABILITY DEDUCTIBLE FOR CASE # GC2020002567-F
11. THE BOARD TO CONSIDER APPROVAL OF MOSQUITO CONTROL AGREEMENT WITH FLORIDA STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BUREAU OF ENTOMOLOGY, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.
12. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO REMOVE COUNTY INVENTORY ASSETS, AS AGENDAED BY THERESA COPELAND, INFORMATION TECHNOLOGY DIRECTOR.
13. THE BOARD TO CONSIDER APPROVAL OF BID COMMITTEE RECOMMENDATION AND NEGOTIATION WITH SELECTED FIRM FOR PROFESSIONAL ENGINEERING SERVICES FOR THE RESTORE ACT DREDGING PROJECTS, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
14. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR BUDGET TRANSFER FROM ONE CENT SALES TAX RESERVE FOR CAPITAL PROJECTS FOR LEASE PAYOFF OF ONE DUMP TRUCK AND ONE ROLL-OFF TRUCK, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
15. THE BOARD TO CONSIDER APPROVAL OF REVISED FY 2021 RULES OF PROCEDURE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

16. HUGH THOMAS, EXECUTIVE DIRECTOR TO APPEAR TO PRESENT PAYMENT IN LIEU OF TAXES AND OVERVIEW FOR THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT.

17. THE BOARD TO CONSIDER APPOINTMENT OF TWO MEMBERS TO THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) BOARD OF DIRECTORS, AS REQUESTED BY TISHA PENNY, TCDA COORDINATOR.

COUNTY STAFF ITEMS:

18. THE BOARD TO CONSIDER APPROVAL OF 4-H FOUNDATION REVIEW AND REQUEST FOR RELEASE OF 4-H FUNDS FOR THE 2020-2021 BUDGET YEAR TO THE TAYLOR COUNTY 4-H FOUNDATION, AS AGENDAED BY LORI WIGGINS, TAYLOR COUNTY EXTENSION DIRECTOR.
19. THE BOARD TO CONSIDER APPROVAL OF EMERGENCY MEDICAL SERVICES (EMS) COUNTY GRANT APPLICATION RESOLUTION AND REQUEST FOR GRANT FUND DISTRIBUTION TO BE SUBMITTED TO THE FLORIDA DEPARTMENT OF HEALTH EMS COUNTY GRANT PROGRAM, AS AGENDAED BY MELODY COX, GRANTS WRITER.
20. THE BOARD TO CONSIDER APPROVAL OF LOCAL AGENCY PROGRAM AGREEMENT TO CONSTRUCT A SIDEWALK ALONG OLD DIXIE HIGHWAY AND TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CHAIRPERSON TO ACCEPT SUCH AGREEMENT ON BEHALF OF THE COMMISSION, AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ADMINISTRATOR ITEMS:

21. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (COPCN) FOR CENTURY AMBULANCE SERVICE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
22. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
23. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
24. 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.

14
5

(4)

NOTICE

(PURSUANT TO FLORIDA STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a Public Hearing on the passage of a proposed Ordinance to amend Ordinance No. 2020-02 (Special Event regulating concerts). The Public Hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, on **MONDAY, DECEMBER 7, 2020**, at **6:00 P.M.**, or as soon thereafter as possible. The title of the proposed ordinance is:

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA WHICH AMENDS ORDINANCE NO. 2020-02 TO EXEMPT THE STEINHATCHEE RIVER CHAMBER OF COMMERCE, NON-PROFIT GROUPS AND COUNTY SPONSORED EVENTS IN THE COUNTY; PROVIDING THAT SUCH GROUPS NOTIFY THE COUNTY OF THEIR SPONSOR AT LEAST THIRTY (30) DAYS PRIOR TO THE HOLDING OF THE EVENT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES AND PROVIDING AN EFFECTIVE DATE.

The proposed Ordinance may be inspected by the public at the office of the Clerk of Clerk, located in the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this Public Hearing will need a record of the hearing 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.

The Public Hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the hearing shall be announced during the Public Hearing, and that no further notice concerning the matter will be published.

DATED this 16th day of **NOVEMBER, 2020**, by GARY KNOWLES, ad interim Clerk of the Circuit Court and Clerk to the Board of County Commissioners of Taylor County, Florida.

LEGAL NOTICE

1 ISSUE

WEDNESDAY, NOVEMBER 18, 2020

BILL T.C.B.C.C.

ORDINANCE NO. _____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA WHICH AMENDS ORDINANCE NO. 2020-02 TO EXEMPT THE STEINHATCHEE RIVER CHAMBER OF COMMERCE, NON-PROFIT GROUPS AND COUNTY SPONSORED EVENTS IN THE COUNTY; PROVIDING THAT SUCH GROUPS NOTIFY THE COUNTY OF THEIR SPONSOR AT LEAST THIRTY (30) DAYS PRIOR TO THE HOLDING OF THE EVENT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners have been requested to exempt the Steinhatchee River Chamber of Commerce and other non-profit groups and county sponsored events from the requirements of Ordinance No. 2020-02, and

WHEREAS, the Board has determined that Ordinance No. 2020-02 should be amended.

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

SECTION 1. That the Steinhatchee River Chamber of Commerce and other non-profit groups and County sponsored events are exempt from the requirement of Ordinance No. 2020-02.

SECTION 2. Such groups listed in Section 1 shall notify the county of their sponsored event at least thirty (30) days prior to such event.

SECTION 3. Savings Clause. If any portion of this ordinance is determined to be illegal or unconstitutional by a court of competent jurisdiction it shall not affect the other sections, clauses or parts of this ordinance.

SECTION 4. Effective Date. This ordinance shall become effective upon filing with the Secretary of State of the State of Florida and notification that the Ordinance has been filed with that office.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, this _____ day of _____, 2020.

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

BY: _____
PAM FEAGLE, CHAIRPERSON

ATTEST: _____
GARY KNOWLES, CLERK AD INTERIM

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold a public hearing for adoption of an ordinance and submittal of amendments resulting from the Evaluation & Appraisal Report (EAR), to the Department of Economic Opportunity (DEO).

MEETING DATE REQUESTED:

December 7, 2020

Statement of Issue: Public hearing for submittal of EAR based amendments to DEO

Fiscal Impact: N/A

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Florida Statutes require that at least every 7 years the county's comprehensive plan be evaluated for consistency with changes to the growth management requirements of the Statutes. The county must accomplish this task in order to be able to amend the plan, or, submit certain grants. The proposed amendments were prepared by the North Central Florida Regional Planning Council (NCFRPC) and are all intended to ensure consistency with the Statutes. No other amendments have been proposed.

The proposed amendments were considered at a public hearing before the Planning Board on September 5, 2019 and the board adopted a resolution recommending that the County Commission transmit the amendment to DEO. The transmittal hearing was held before the County Commission on September 17, 2019 and the board voted to transmit the proposed amendments to DEO. Subsequent to the transmittal, the DEO responded with an Objection Recommendations & Comments report requiring some minor changes to the amendments to satisfy minimum statutory requirements. The changes have been accomplished and the ordinance is now ready to be considered for adoption.

Staff respectfully requests that the Board hold the public hearing to consider adoption of the ordinance, and submittal of the amendments to the DEO and approve the Chairpersons signature on the ordinance and submittal letter.

Options:

1. Approve adoption of the ordinance
2. Approve Chairpersons signature on the submittal letter
3. Choose not to adopt amendments

Attachments:

1. Copy of revised ordinance
2. Copy of amendment summary
3. Copy of newspaper notice of public hearing
4. Copy of submittal letter

ORDINANCE NO. _____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE TAYLOR COUNTY COMPREHENSIVE PLAN; RELATING TO AN AMENDMENT TO THE TEXT AND FUTURE LAND USE PLAN MAP SERIES OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 19-01, BY THE BOARD OF COUNTY COMMISSIONERS, AND THE OBJECTIONS, RECOMMENDATIONS AND COMMENTS REPORT ISSUED BY THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY ON DECEMBER 3, 2019, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING THE TEXT AND FUTURE LAND USE PLAN MAP SERIES OF THE COMPREHENSIVE PLAN, BASED UPON AN EVALUATION COMPLETED BY THE COUNTY, TO REFLECT CHANGES IN STATE REQUIREMENTS PURSUANT TO SECTION 163.3191, FLORIDA STATUTES, AS AMENDED; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, empowers the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a Comprehensive Plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, the Community Planning Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning Board of Taylor County, Florida, hereinafter referred to as the as the Planning Board, has been designated as the Local Planning Agency of Taylor County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and Land Development Code, the Planning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, the Planning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners held the required public hearings, with public notice having been provided, under the procedures established in Sections 163.3161 to 163.3248, Florida Statutes, on said application for an amendment, as described below, and at said public hearings, the Board of County Commissioners reviewed and considered all comments received during said public hearings, including the recommendation of the Planning Board, serving also as the Local Planning Agency, concerning said application for an amendment, as described below; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, CPA 19-01, by the Board of County Commissioners, to amend the text and the Future Land Use Plan Map Series of the Comprehensive Plan based upon an evaluation completed by the County and the Objections, Recommendations and Comments Report issued by the Florida Department of Economic Opportunity on December 3, 2019, to reflect changes in state requirements pursuant to Section 163.3191, Florida Statutes, as amended, amendments to the text of the Future Land Use Element, Traffic Circulation Element, Housing Element, Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element, Conservation Element, Recreation and Open Space Element, Intergovernmental Coordination Element, Capital Improvements Element, Coastal Management Element, Public School Facilities Element, Economic Element and the Future Land Use Plan Map Series of the Comprehensive Plan entitled Comprehensive Plan Evaluation Amendments, dated September 5, 2019 and revised on December 7, 2020, and the Future Land Use Plan Map 2035 incorporated by reference are hereby adopted.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Florida Department of Economic Opportunity posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED UPON FIRST READING on this 17th day of September 2019.

PASSED AND DULY ADOPTED, in regular session, with a quorum present and voting,
by the Board of County Commissioners this 7th day of December 2020.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY, FLORIDA

Gary Knowles, Clerk ad Interim

Thomas Demps, Chair

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk ad Interim
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

December 7, 2020

Mr. D. Ray Eubanks, Plan Review Administrator
Florida Department of Economic Opportunity
Division of Community Development
107 East Madison Street
Caldwell Building, First Floor
Tallahassee, FL 32399-4120

MAILED VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO. 91 7199 9991 7032 3700 6622

RE: DEO No. 19-01ER Application No. CPA 19-01 (Board of County Commissioners)

Amendment is subject to State Coordinated Review process pursuant to Section 163.3184(4), Florida Statutes, as amended.

Dear Mr. Eubanks:

Please find enclosed three copies of the adopted text and Future Land Use Plan Map of the Comprehensive Plan based upon an Evaluation pursuant to Section 163.3191 Florida Statutes, as amended, and in response to the Objections, Recommendations and Comments Report issued by the Florida Department of Economic Opportunity on December 3, 2019.

The Board of County Commissioners held an adoption hearing on December 7, 2020, in accordance with Section 163.3184, Florida Statutes, as amended. The amendment was adopted by Ordinance No. _____.

CPA 19-01, by the Board of County Commissioners, is an amendment to amend the text and the Future Land Use Plan Map Series of the Comprehensive Plan based upon an evaluation completed by the County and the Objections, Recommendations and Comments Report issued by the Florida Department of Economic Opportunity on December 3, 2019, to reflect changes in state requirements pursuant to Section 163.3191, Florida Statutes, as amended, amendments to the text of the Future Land Use Element, Traffic Circulation Element, Housing Element, Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element, Conservation Element, Recreation and Open Space Element, Intergovernmental Coordination Element, Capital Improvements Element, Coastal Management Element, Public School Facilities Element, Economic Element and the Future Land Use Plan Map Series of the Comprehensive Plan entitled Comprehensive Plan Evaluation Amendments, dated September 5, 2019 and revised on December 7, 2020 and the Future Land Use Plan Map 2035.

Enclosed are three copies of:

- a. Executed copy of Ordinance No. _____;

- b. The response to the Objections, Recommendations and Comments Report issued by the Florida Department of Economic Opportunity on December 3, 2019;
- c. The adopted text changes to the Comprehensive Plan in strike-thru, underline format; and
- d. Adopted Future Land Use Plan Map 2035.

The adopted amendment package has been sent to all parties that provided timely comments to the County.

Mr. Ray Eubanks
December 7, 2020
Page 2

No additional findings other than those prescribed by law and included within the adoption ordinance, were made by the Board of County Commissioners for the adoption of the amendment.

William D. Griner, Building and Planning Director, is the person who is familiar with the amendment and can be contacted in writing at: 201 East Green Street, Perry, Florida 32347, by telephone: 850.838.3500 or by email: building.director@taylorcountygov.com.

Sincerely,

Thomas Demps
Chair

Enclosure

xc: North Central Florida Regional Planning Council, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6639

Suwannee River Water Management District, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6646

Florida Department of Transportation, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6653

Florida Department of Environmental Protection, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6660

Florida Department of State, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6738

Florida Fish and Wildlife Conservation Commission, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6721

Florida Department of Agriculture and Consumer Services, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6714

Florida Department of Education, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6707

- b. The response to the Objections, Recommendations and Comments Report issued by the Florida Department of Economic Opportunity on December 3, 2019;
- c. The adopted text changes to the Comprehensive Plan in strike-thru, underline format; and
- d. Adopted Future Land Use Plan Map 2035.

The adopted amendment package has been sent to all parties that provided timely comments to the County.

Mr. Ray Eubanks
December 7, 2020
Page 2

No additional findings other than those prescribed by law and included within the adoption ordinance, were made by the Board of County Commissioners for the adoption of the amendment.

William D. Griner, Building and Planning Director, is the person who is familiar with the amendment and can be contacted in writing at: 201 East Green Street, Perry, Florida 32347, by telephone: 850.838.3500 or by email: building.director@taylorcountygov.com.

Sincerely,

Thomas Demps
Chair

Enclosure

xc: North Central Florida Regional Planning Council, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6639

Suwannee River Water Management District, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6646

Florida Department of Transportation, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6653

Florida Department of Environmental Protection, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6660

Florida Department of State, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6738

Florida Fish and Wildlife Conservation Commission, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6721

Florida Department of Agriculture and Consumer Services, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6714

Florida Department of Education, Transmitted Via
Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 6707

EAR BASED AMENDMENT SUMMARY 2019

FUTURE LAND USE ELEMENT

1. Change Traffic Circulation references to Transportation
2. Update dates of various illustrations
3. Add Appendix A – Future Land Use Map and illustrations
4. Insert discourage urban sprawl language to Future Land Use Goals
5. Update references to Administrative Code version
6. Allows Electric Substations in all land use categories and includes setback requirements
7. Add Finding of Compliance and coordinated review of comprehensive plan statement to Agricultural-Transfer (A-T) land use category
8. Changes Florida Department of Transportation reference to most recent version
9. Update roadway classification table
10. Change Traffic Circulation Element reference to Future Transportation Map Series 2035
11. Add requirement for developer to pay proportionate share of necessary transportation facilities (Florida Statute requirement)
12. Amends Access Management maximum number of access points under Minimum Access Spacing Standards
13. Require large developments to provide local and collector street connections in lieu of arterial access
14. Inserts Shopping Center Unified Access requirement
15. Require corner clearance at arterial intersection
16. Add statement to encourage cross access and joint driveways

HOUSING

17. Change housing projection date to 2029
18. Add extremely low income definition

SANITARY SEWER, SOLID WASTE, DRAINAGE, ETC.

19. Change reference from Development of Regional Impact to Development Order
20. Amend Level of Service standard to Florida Administrative Code in effect upon Comprehensive Plan adoption

CONSERVATION

21. Change Development of Regional Impact reference to Coordinated Review Comprehensive Plan Amendment
22. Update North Central Florida Strategic Regional Policy Plan date and date of conservation related maps

INTERGOVERNMENTAL COORDINATION ELEMENT

- 23. Update agencies part of the Comprehensive Plan amendment review
- 24. Deletes County and School interlocal agreement references and adds single County, City and School interlocal statement

CAPITAL IMPROVEMENT

- 25. Amends reference to latest Florida Department of Transportation Quality of Service Handbook
- 26. Update highway classification table
- 27. Update projection of 5-year schedule of improvements
- 28. Adds Transportation and Public School Facilities to concurrency determination
- 29. Adds roadway concurrency standards
- 30. Adds Public School concurrency standards
- 31. Allows concurrency Comprehensive Plan amendments as often as necessary

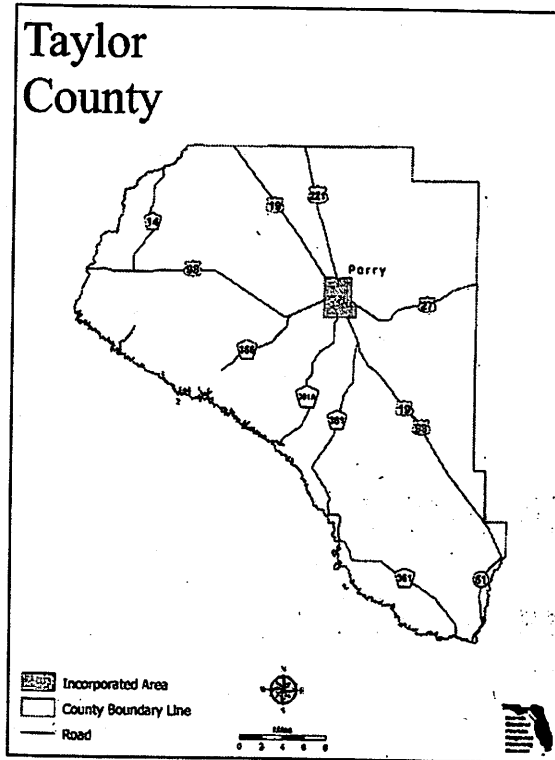
COASTAL MANAGEMENT

- 32. Adds Objectives and Policies for flood loss reduction

NOTICE OF LAND USE CHANGE

The Board of County Commissioners of Taylor County, Florida, proposes to change the use of land within the area shown on the map below, by amending the text and Future Land Use Plan Map of the Taylor County Comprehensive Plan, hereinafter referred to as the Comprehensive Plan, as follows:

CPA 19-01, an application by the Board of County Commissioners, to amend the text and Future Land Use Plan Map Series of the Comprehensive Plan, based upon an evaluation completed by the County, to reflect changes in state requirements pursuant to Section 163.3191, Florida Statutes, as amended.

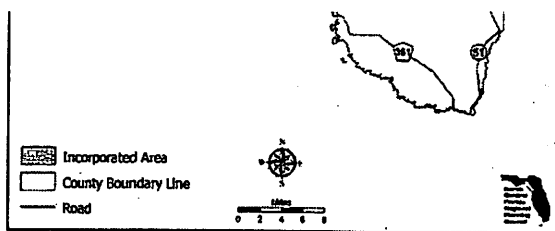


A public hearing will be conducted by the Board of County Commissioners to consider the amendment and enactment of the ordinance adopting the amendment on December 7, 2020 at 6:05 p.m., or as soon thereafter as the matter can be heard, in the Board County Commissioners Meeting Room, Administrative Complex located at 201 East Green Street, Perry, Florida and via communications media technology. The title of said ordinance shall read, as follows:

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE TAYLOR COUNTY COMPREHENSIVE PLAN; RELATING TO AN AMENDMENT TO THE TEXT AND FUTURE LAND USE PLAN MAP SERIES OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 19-01, BY THE BOARD OF COUNTY COMMISSIONERS, AND THE OBJECTIONS, RECOMMENDATIONS AND COMMENTS REPORT ISSUED BY THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY ON DECEMBER 3, 2019, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING THE TEXT AND FUTURE LAND USE PLAN MAP SERIES OF THE COMPREHENSIVE PLAN, BASED UPON AN EVALUATION COMPLETED BY THE COUNTY, TO REFLECT CHANGES IN STATE REQUIREMENTS PURSUANT TO SECTION 163.3191, FLORIDA STATUTES, AS AMENDED; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

Members of the public wishing to attend the public hearing via media communications technology may telephone Conference Line: 1.917.900.1022 and use Access Code: 32347#. This is not a toll free number and long distance charges may occur according to your long distance plan.

11-25-20



A public hearing will be conducted by the Board of County Commissioners to consider the amendment and enactment of the ordinance adopting the amendment on December 7, 2020 at 6:05 p.m., or as soon thereafter as the matter can be heard, in the Board County Commissioners Meeting Room, Administrative Complex located at 201 East Green Street, Perry, Florida and via communications media technology. The title of said ordinance shall read, as follows:

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE TAYLOR COUNTY COMPREHENSIVE PLAN; RELATING TO AN AMENDMENT TO THE TEXT AND FUTURE LAND USE PLAN MAP SERIES OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 19-01, BY THE BOARD OF COUNTY COMMISSIONERS, AND THE OBJECTIONS, RECOMMENDATIONS AND COMMENTS REPORT ISSUED BY THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY ON DECEMBER 3, 2019, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING THE TEXT AND FUTURE LAND USE PLAN MAP SERIES OF THE COMPREHENSIVE PLAN, BASED UPON AN EVALUATION COMPLETED BY THE COUNTY, TO REFLECT CHANGES IN STATE REQUIREMENTS PURSUANT TO SECTION 163.3191, FLORIDA STATUTES, AS AMENDED; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

Members of the public wishing to attend the public hearing via media communications technology may telephone Conference Line: 1.917.900.1022 and use Access Code: 32347#. This is not a toll free number and long distance charges may occur according to your long distance plan.

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

At the aforementioned public hearing, all interested persons may appear and be heard with respect to the amendment and the ordinance adopting the amendment on the date, time and place as referenced above.

Copies of the amendment and the ordinance adopting the amendment are available for public inspection at the Building and Planning Department, Administrative Complex, located at 201 East Green Street, Perry, Florida, during regular business hours.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they 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.

Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact the Marsha Durden, Assistant County Administrator, at least 48 hours prior to the public hearing via telephone at 850.838.3500 Extension 7. If you are hearing or speech impaired, please contact the Florida Relay Service at 800.955.8770 (voice) or 800.955.8771 (TTY).

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP ROAD PROJECT (San Pedro Road) FUND** for the fiscal period ending September 30, 2021, to be in excess of the advertised budget.

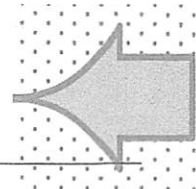
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2021.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$279,594	175-3344905	SCOP Grant - Revenue
		SCOP Project/San Pedro Road
\$231,594	0338-53401	Contractual Services
\$ 48,000	0338-53101	Professional Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 7th day of December, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



**SIGN
HERE**

Balance of Grant Funding at 2020 FYE not included in 2021 FY Budget

San Pedro Road (SCOP) Dept 0338 / Fund 175

BEGINNING BALANCE 10/1/19 \$ 2,474,678.00

REVENUE

**received \$ 1,789,834.27

additional funding received \$ -

EXPENDITURES \$ (2,195,084.65)

ENDING BALANCE 9/30/20 \$ 279,593.35

Actual CF balance
for FYE.

**don't reflect revenue in ending balance --- just for informational purposes

Need to amend FY 21
Budget by \$279,594

DWelch

SUNGARD PENTAMATION, INC.
DATE: 11/30/2020
TIME: 10:36:43

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='0338'
ACCOUNTING PERIOD: 13/20

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

FUND-175 SCOP PROJ/SAN PEDRO RD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0338 SCOP PROJ/SAN PEDRO RD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	92,136.00	155,778.27	63,642.27	155,536.25	242.02	99.84
53401	CONTRACTUAL SERVICES	2,023,026.00	2,318,899.73	295,873.73	2,039,548.40	279,351.33	87.95
	TOTAL SCOP PROJ/SAN PEDRO RD	2,115,162.00	2,474,678.00	359,516.00	2,195,084.65	279,593.35	88.70
	TOTAL SCOP PROJ/SAN PEDRO RD	2,115,162.00	2,474,678.00	359,516.00	2,195,084.65	279,593.35	88.70
TOTAL REPORT		2,115,162.00	2,474,678.00	359,516.00	2,195,084.65	279,593.35	88.70

279,593.35
↓
actual CF Balance
@ 9/30/20
Dwelch

(8)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2021, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2021.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$6,750	107-3699011	MSTU Fund - Misc. Reimbursement
Expenditures:		
\$1,725	0192-51400	County Fire-Overtime
\$ 132	0192-52110	FICA/Medicare Taxes
\$ 421	0192-52200	Retirement
\$ 89	0192-52400	Workers Compensation
\$4,383	0192-54640	R&M - Auto

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 7th day of December, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, ad Interim Clerk-Auditor Chairman

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

The attached check is payment for fire fighter standby coverage at the October Iron Horse Mud Ranch event. The amounts to be dispersed are;

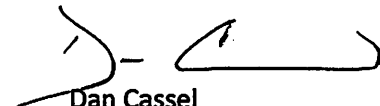
0192

51400 OVERTIME	- \$1,725
52110 FICA	- \$132
52200 RETIREMENT	- \$421
52400 WORK / COMP	- \$89
54640 R/M AUTO	- <u>\$ 4,383</u>
TOTAL	- \$6,750

RECEIVED

NOV 04 2020

Gary Knowles, ad Interim
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA


Dan Cassel
11/2/2020

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCRAP ROAD PROJECT (Pinecrest Road) FUND** for the fiscal period ending September 30, 2021, to be in excess of the advertised budget.

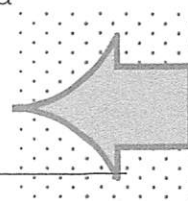
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2021.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$235,313	177-3344906	SCRAP Grant Revenue
		SCRAP Foley Cutoff Road
\$160,183	0343-53401	Contractual Services
\$ 75,130	0343-53101	Professional Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 7th day of December, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



**SIGN
HERE**

**Balance of Grant Funding at 2020 FYE not included in the
2021 FY Budget**

Pinecrest Road (SCRAP) Fund 177 / Dept 0343

BEGINNING BALANCE 10/1/19 \$ 249,500.00

Additional Funding Received \$ 200,000.00

*REVENUE

received \$ 3,965.44

EXPENDITURES \$ (214,187.54)

ENDING BALANCE 9/30/20 \$ 235,312.46

↓
Actual CF Balance
need to amend Budget
for FY 21.

*revenue - don't reflect in ending balance - used for informational purposes only

TDW
SCRAP Foley Cut Off Dept 0339 (11/30/20 dmw)

SUNGARD PENTAMATION, INC.
DATE: 11/30/2020
TIME: 16:05:25

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPST11

SELECTION CRITERIA: expdgr.key_orgn='0343'
ACCOUNTING PERIOD: 13/20

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

FUND-177 SCRAP-PINECREST ROAD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0343 SCRAP-PINECREST ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	78,000.00	93,471.00	15,471.00	92,500.11	970.89	98.96
53401	CONTRACTUAL SERVICES	157,500.00	355,883.00	198,383.00	121,541.49	234,341.51	34.15
54907	LICENSE/PERMIT/REGISTRAT	.00	146.00	146.00	145.94	.06	99.96
	TOTAL SCRAP-PINECREST ROAD	235,500.00	449,500.00	214,000.00	214,187.54	235,312.46	47.65
	TOTAL SCRAP-PINECREST ROAD	235,500.00	449,500.00	214,000.00	214,187.54	235,312.46	47.65
TOTAL REPORT		235,500.00	449,500.00	214,000.00	214,187.54	235,312.46	47.65

Actual CF
Balance

Need to
amend
Budget for
FY21.

DWelch

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Transfer Request from Contingency



MEETING DATE REQUESTED:

12/07/20

Statement of Issue:

2020/2021 FY

The Board to consider approval of a transfer from General Fund Contingency to cover General Liability Deductible for case #GC2020002567-F / Kirk Nielsen

Recommended Action:

Approval of transfer from Contingency for \$1,000 and approval of payment to Florida Association of Counties Trust

Fiscal Impact:

will reduce current year General Fund Contingency

Budgeted Expense:

No

Submitted By:

Dannielle Welch, County Finance Director

Contact:

838-3506, ext. 122
dwelch@taylorclerk.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

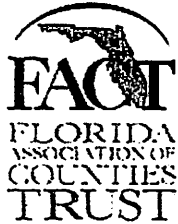
History, Facts & Issues: n/a

Options:

Approve budget transfer and payment

Attachments:

invoice from Florida Association of Counties Trust



Florida Association of Counties Trust

INVOICE

To: Dannielle Welch
Taylor County Board of County Commissioners
FACT# 9018
201 East Green Street
Perry, FL 32347

RECEIVED

NOV 30 2020

From: Valerie Morrison
Florida Association of Counties Trust
Liability Claims Department
P.O. Box 538135
Orlando, FL 32853-8135

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Date: 11/23/2020

RE: Deductible Invoice

Below listed are amounts due on your Liability Deductible as of 9/30/2020

General Liability Deductible - \$5000	Fund Year 10/01/2019 - 10/01/2020	\$1,000.00
Total Amount Due		\$1,000.00

Payment Due by:

12/23/2020

Please make check payable to:
Florida Association of Counties Trust
P.O. BOX 530065
Orlando, FL 32853-0065

FLORIDA ASSOCIATION OF COUNTIES TRUST - GENERAL LIABILITY
DEDUCTIBLE INVOICE DETAILS
10/01/2019 - 10/01/2020 as of 9/30/2020

FACT #: 9018
Taylor County Board of County Commissioners
Deductible Amount: \$5,000

Monies Due

File Number	Claimant	Event_Description	Date of Injury	Amount Paid to Date	Amount Recov to Date	Amount Refund to Date	Amount Due
GC2020002567-F	KIRK NIELSEN	Claimant alleges Violation of Civi..	3/17/2020	\$1,000.00	\$0.00	\$0.00	\$1,000.00

RECEIVED

NOV 30 2020

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Totals				\$1,000.00	\$0.00	\$0.00	\$1,000.00
--------	--	--	--	------------	--------	--------	------------

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF MOSQUITO CONTROL CONTRACT AGREEMENT TO BE SUBMITTED TO FLORIDA STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BUREAU OF ENTOMOLOGY, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR

MEETING DATE REQUESTED:

12/7/20

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF MOSQUITO CONTROL CONTRACT AGREEMENT

Recommended Action: APPROVE

Fiscal Impact: \$36,960.34

Budgeted Expense: \$36,960.34

Submitted By: GARY WAMBOLT, ES DIRECTOR

Contact: 838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT (CONTRACT) TO RECEIVE STATE GRANT FUNDING FROM FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Options: APPROVE/NOT APPROVE

Attachments: STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

FDACS CONTRACT
#27449



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

This AGREEMENT, made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and Taylor County Mosquito Control, the RECIPIENT.

ARTICLE 1: TERM

1.1 Contract Period: Upon Execution - September 30, 2021

1.2 Extension and Renewal.

1.2.1 Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT.

1.2.2 Contracts for commodities or contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3)(a) and (c), Florida Statutes, may not be renewed.

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following commodities and/or services:

Comply with the requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code to conduct arthropod/mosquito control.

2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 85111704

2.3 Deliverables. The RECIPIENT must provide the following quantifiable, measurable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable. The RECIPIENT agrees to provide mosquito management/control services as specified in the above scope of work. The RECIPIENT must meet the below minimum levels of services:

- A. Submit two copies of the RECIPIENT'S operational work plan on form "Operational Work Plan for Mosquito Control" (FDACS-13666, Rev. 07/13) and detailed work plan on form "Detailed Work Plan Budget - Arthropod Control" (FDACS-13623, Rev. 07/13) shall be submitted to the DEPARTMENT no later than **July 15, 2021** as part of the application/re-application process for state aid for fiscal year 2020-2021. Any state or local funds budgeted for the control of mosquitoes in a previous fiscal year shall be estimated and re-budgeted for such control measures the following fiscal year on the RECIPIENT'S detailed work plan budget.
- B. Submit two copies of the RECIPIENT'S certified budget on the form "Annual Certified Budget for Arthropod Control" (FDACS-13617, Rev. 07/13) shall be submitted to the DEPARTMENT no later than **September 30, 2021**. If any changes are made to the Annual Certified Budget for Arthropod Control, a budget amendment on the form "Arthropod Control Budget Amendment" (FDACS-13613, Rev. 07/13) must be submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in non-budgeted accounts.
- C. Submit a monthly financial report to the DEPARTMENT on the form "Mosquito Control Monthly Report - State Funds" for State funds (FDACS-13650, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.

- D. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) to the DEPARTMENT with date specified for all state funds that are expended and reported on the form "Mosquito Control Monthly Report - State Funds" for State Funds (FDACS-13650, Rev. 07/13).
- E. Submit a monthly financial report to the DEPARTMENT on the form "Mosquito Control Monthly Report - Local Funds" for Local Funds (FDACS-13663, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.
- F. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) to the DEPARTMENT with date specified for required 25% matching local funds as detailed in Rule Chapter 5E-13.030, Florida Administrative Code that are expended and reported on the form "Mosquito Control Monthly Report - Local Funds" for Local funds (FDACS-13663, Rev. 07/13).
- G. Submit a monthly pesticide activity report to the DEPARTMENT on the form "Mosquito Control Monthly Activity Report" (FDACS-13652, Rev. 07/13) no later than thirty days after the end of each month.
- H. Submit a copy to the DEPARTMENT of each financial reporting package containing Non-state entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General of the State of Florida to be necessary.
- I. Execution of this contract shall serve as RECIPIENT'S acknowledgment that it is subject to Section 215.97, Florida Statutes.

2.4 Financial Consequences. Failure to meet the deliverables of this AGREEMENT shall result in a financial consequence. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT. The DEPARTMENT shall reduce payment by a 5% reduction of that quarters invoice.

- Mosquito Control Monthly Activity Report (FDACS-13652, Rev. 07/13)
- Mosquito Control Monthly Report - Local Funds (FDACS-13663, Rev. 07/13)
- Mosquito Control Monthly Report - Local Funds (FDACS-13663, Rev. 07/13)

2.5 Department Services. The DEPARTMENT agrees to provide the following services: N/A

ARTICLE 3: COMPENSATION & EXPENSES

- 3.1 The DEPARTMENT will pay the RECIPIENT as follows:
An amount not to exceed **\$36,960.24** payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines.
- 3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.
- 3.2 Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, Florida Statutes. Authorization for travel expenses must be specified in the paragraph for payments directly above.
- 3.3 Invoices. Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.
- 3.3.1 Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.
- 3.3.2 Invoices returned to a RECIPIENT due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- 3.4 Transaction Fee. RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to Section 287.057(22), F.S., and any rules implementing Section 287.057, F.S.

- 3.5 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.
- 3.5.1 Pursuant to Section 215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.
- 3.6 Contingency. In accordance with Section 287.0582, Florida Statutes, the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: INTELLECTUAL PROPERTY

- 4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the RECIPIENT nor any individual employed under this contract shall have any proprietary interest in the product.
- 4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- 4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- 4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable but which exists as work independent of the

deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS AND COVENANTS

- 5.1 RECIPIENT expressly acknowledges and agrees that any articles that are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.042, Florida Statutes, shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 942-3555 and fax number (850) 942-7832.
- 5.2 RECIPIENT expressly acknowledges and agrees that any articles which are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.095(3), Florida Statutes, shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE Enterprises, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.
- 5.3 RECIPIENT expressly acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of

real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 5.4 RECIPIENT expressly acknowledges and agrees that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 5.5 RECIPIENT is informed that the employment of unauthorized aliens by any contractor is considered a violation of Section 1324a of the Immigration and Nationality Act. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT.
- 5.6 RECIPIENT hereby represents and warrants that it shall not discriminate on the basis of race, sex, religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
- 5.7 RECIPIENT hereby represents and warrants that it shall comply with Section 20.055, Florida Statutes.
- 5.8 By executing this AGREEMENT, RECIPIENT hereby represents and warrants that it has reviewed Sections 215.4725, 287.135, F.S. and is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. RECIPIENT further certifies that it does not have business operations in Cuba or Syria as proscribed by Section 287.135, F.S. Failure to certify or falsely certifying compliance with

Sections 215.4725 and 287.135, F.S., may subject the RECIPIENT to civil penalties, attorney's fees, and other penalties and consequences provided for in Statute.

ARTICLE 6: PUBLIC RECORDS

- 6.1 To the extent that RECIPIENT meets the definition of "Contractor" under Section 119.0701, Florida Statutes, all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law. RECIPIENT must:
- 6.1.1 Keep and maintain public records required by the DEPARTMENT to perform the service.
 - 6.1.2 Upon request from the DEPARTMENT's custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 6.1.3 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 period and following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.
 - 6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the DEPARTMENT all public records in possession of the RECIPIENT or keep and maintain public records required by the DEPARTMENT to perform the service. If the RECIPIENT transfers all public records to the DEPARTMENT upon completion or termination of the contract, the RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RECIPIENT keeps and maintains public records upon completion or termination of the contract, the RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT's custodian of public records, in a format

that is compatible with the information technology systems of the DEPARTMENT.

- 6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
- 6.3 Nothing in this Article shall be considered a waiver of the provisions of Section 119.0701, Florida Statutes.

IF THE RECIPIENT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FRESHFROMFLORIDA.COM**

ARTICLE 7: TERMINATION

- 7.1 For Convenience. The DEPARTMENT may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (30) days written notice by electronic or registered mail to the RECIPIENT, specifying the effective date of termination.
- 7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination.
- 7.2.1 For cause termination shall be defined as default, breach or failure of the RECIPIENT to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (i) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (ii) disallow all or part of the cost of the services not in compliance; and/or (iii) wholly or partly suspend or terminate this contract.

7.3. Obligations of parties upon termination.

7.3.1. The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2. The RECIPIENT shall:

7.3.2.1. Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.2. Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.3. Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.

7.3.2.4. Return and deliver to the DEPARTMENT its property and/or inventoried items in the

possession of contractor and/or its employees or subcontractors.

7.3.2.5. Not be entitled to recover any cancellation charges or lost profits.

7.4. Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT.

7.4.1. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.

7.5. Notwithstanding the above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.

8.2 The RECIPIENT, as applicable, shall carry out the services outlined in Article 2 of this AGREEMENT in accordance with and subject to requirements of Section 215.97, Florida Statutes.

8.3 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of \$750,000 in its fiscal year, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this department resource, 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.

- 8.4 Audits conducted pursuant to Section 215.97, Florida Statutes, shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 8.5 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, Florida Statutes, do not exempt the RECIPIENT from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.
- 8.6 If the RECIPIENT expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If, however the RECIPIENT elects to have an audit conducted in accordance with the provision of section 215.97, Florida Statutes, the cost of the audit must be paid from RECIPIENT's resources other than that which is obtained from the DEPARTMENT.
- 8.7 The DEPARTMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, Florida Statutes.
- 8.8 The DEPARTMENT shall have access to the RECIPIENT's records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, Florida Statutes. The RECIPIENT is required to maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.
- 8.9 Section 215.97, Florida Statutes, does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

- 8.10 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, Florida Statutes. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, Florida Statutes. Copies of the financial reporting package required by this AGREEMENT shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- 8.11 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 Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 8.12 The RECIPIENT shall maintain sufficient records demonstrating its compliance with the terms of 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, Chief Financial Officer, or Auditor General access to such records upon request. The RECIPIENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, 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.
- 8.13 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations

applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

- 8.14 The RECIPIENT agrees that this AGREEMENT may be charged only with allowable costs resulting from obligations incurred during the term of this AGREEMENT.
- 8.15 The RECIPIENT agrees that 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 DEPARTMENT.
- 8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

- 9.1 Independent Contractor. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.

- 9.1.1 The RECIPIENT shall not pledge the DEPARTMENT'S credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

- 9.2 Indemnification. The RECIPIENT shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the DEPARTMENT, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the RECIPIENT, its agent, employees, partners, or subcontractors, provided, however that the RECIPIENT shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DEPARTMENT.

- 9.2.1 The RECIPIENT's obligations under this paragraph with respect to any legal action are contingent upon the State or Customer giving the contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at RECIPIENT's sole expense, and (3) assistance in defending the action at RECIPIENT's sole expense.

The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.

9.3 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT disclaim its own negligence to the DEPARTMENT or any third party.

9.3.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.

9.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

9.5 Entire AGREEMENT. The instrument, including any attachments, embodies the entire AGREEMENT of the parties. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

9.6 Applicable Law. This AGREEMENT shall be governed by the laws of the State of Florida.

9.7 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

9.8 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.

9.9 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.

9.10 Administration of AGREEMENT.

The contract manager for the DEPARTMENT is **Stephanie Young, Agriculture Environmental Services, 3125 Conner Boulevard, Suite E, Tallahassee, Florida 32399-1650, office number (850) 617-7911, email address Stephanie.Young@FDACS.gov**.

The contract manager for the RECIPIENT is **Cheryl White, Director, Taylor County Mosquito Control, 3750 Highway 98 West, Perry, Florida 32347**.

ARTICLE 10: CATALOG OF STATE FINANCIAL ASSISTANCE (CSFA)

10.1 State resources awarded to the RECIPIENT pursuant to this agreement and are from Florida Department of Agriculture and Consumer Services, catalog of State Financial Assistance, Mosquito Control Research, 42.003, **\$36,960.34**.

If state resources awarded to the RECIPIENT are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistance (title and number).

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

RECIPIENT

Anthony Pardo
Signature

Signature

Director of Administration
Title

Title

11/20/2020

Date

Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

 THE BOARD TO APPROVE THE REMOVAL F COUNTY
INVENTORY ASSETS, AS AGENDED BY THERESA COPELAND

MEETING DATE REQUESTED:

 December 7th, 2020

Statement of Issue: THE BOARD TO APPROVE REMOVAL OF COUNTY
ASSETS

Recommended Action: APPROVE

Fiscal Impact: SEE ATTACHED

Budgeted Expense: NONE

Submitted By: Theresa A. Copeland

Contact: THERESA A. COPELAND, IT DIRECTOR
850-838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board to approve the removal of surplus items from
the listed departments.

Options: APPROVE

Attachments: SEE ATTACHMENTS

County Inventory Asset Report

Assest Number	Dept. Name	Dept. Number	Assest Numb	Dept. Name	Dept. Number
1106	county library	430	6261	sports complex	452
1107	county library	430	6472	recycling	260
3264	solid waste	261	6665	project manager	172
3571	solid waste	261	6733	county library	431
3573	solid waste	261	6780	sports complex	452
3574	solid waste	261	6781	sports complex	452
3575	solid waste	261	6829	project manager	171
3576	solid waste	261	6832	project manager	171
4172	county extension	283	6866	county library	430
4172-002	count extension	283	6867	county library	430
4936	county library	430	6868	county library	430
5502	county extension	283	6869	county library	430
5710	recycling	260	6870	county library	430
6126	sports complex	452	6884	mis	113
6165	county library	431	6897	county library	430
6170	county extension	283	6905	sports complex	452
6180	project manager	171	6906	sports complex	452
6207	county extension	283	6907	sports complex	452
6221	mis	113	6920	sports complex	452
6222	mis	113	6981	mis	113
6256	recycling	261	6988	county library	431
6257	sports complex	452	6989	county library	431
6258	sports complex	452	6990	county library	431
6259	solid waste	261	7046	county library	431
6260	sports complex	452	7114	mis	113
			7126	sports complex	452
			7146	project manager	171
			7718	dixie chopper	473
			7719	dixie chopper	473
			7735	purchasing	118



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Library
Department Name

1106
Clerk Asset Number:
DEPT 0430
Number

Board Asset Number:
DATE: 12/7/2020

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item shelving units - a	Room # conference room	Make
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) broken

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Joan Morgan
Department Head

Chairman Signature
Auranda Pemberton
County Administrator Approval

Date Removed From Asset Records

(Signature)
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Library
Department Name

1107
Clerk Asset Number:
DEPT 0430
Number

Board Asset Number:
DATE: 12/7/2020

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item shelving units - b	Room # conference room	Make
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) broken

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Jean Morgan
Department Head

Auranda Benveniste
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Extension

Department Name

DEPT

Number

4172

Clerk Asset Number:

Board Asset Number:

DATE: 9/30/2020

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item document feeder	Room #	Make
Model	Year	Serial Number 57861160
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission _____ Date _____

Lon C. Wiggins
Department Head

Awanda Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Extension
Department Name

4172-02

Clerk Asset Number:

DEPT 0283
Number

Board Asset Number:

DATE: 9/30/2020

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item document feeder	Room #	Make
Model	Year	Serial Number 56801129
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Lori C. Wiggan
Department Head

Paulanda Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

(H)
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Library
Department Name

DEPT 0430
Number

4936
Clerk Asset Number:

Board Asset Number:
DATE: 12/7/2020

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item book return	Room # outside the building in driveway	Make
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) broken

Location: (required) reoved from driveway, not useable

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: 55 02

Board Asset Number: _____

FROM: Extension DEPT 0283
Department Name Number

DATE: 10 / 15 / 20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>desk</u>	Room #	Make
Model <u>N/A</u>	Year <u>N/A</u>	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) _____

Location: (required) _____

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Louie Wiggins
Department Head

Shanda Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

(Signature)
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sports Complex
Department Name

DEPT 0452
Number

6126
Clerk Asset Number:

Board Asset Number: 12/7/2020
DATE:

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item harrow	Room #	Make
Model	Year	Serial Number 224214
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) sports complex

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Library
Department Name

6165
Clerk Asset Number:
DEPT 0231
Number

Board Asset Number:
DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item computer	Room #	Make
Model	Year	Serial Number JCV0241
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) broken

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Joann Morgan
Department Head

Sandra Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

HA
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY EXTENSION

Department Name

6170

Clerk Asset Number:

DEPT 0283

Number

Board Asset Number:

DATE: 10/5/2020

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
DIGITAL TELEPHONE SYSTEM		
Model	Year	Serial Number
		80200A
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) TELEPHONE WAS UPGRADED BY DEPARTMENT

Location: (required) VENDOR REMOVED AND REPLACED WITH SYSTEM

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Lon C. Wigg
Department Head

Chairman Signature
Awanda Pemberton
County Administrator Approval

Date Removed From Asset Records

(Signature)
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Project Mgt

Department Name

DEPT

Number

6180
Clerk Asset Number:

Board Asset Number:

DATE: 12/7/2020

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item pressure Washer	Room #	Make
Model	Year	Serial Number 11031080
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY EXTENSION

Department Name

6207

Clerk Asset Number:

DEPT 0283

Number

Board Asset Number:

DATE: 10/5/2020

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item VAN WHITE CHEVY VENTURE	Room #	Make <i>Chevrolet</i>
Model <i>Venture 2004</i>	Year <i>2004</i>	Serial Number 1GNDX03E64D253074
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) INOPERABLE VEHICLE

Location: (required) ROAD DEPARTMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Paul Wiggan
Department Head

Chairman Signature
Quanda Brubaker
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: INFORMATION TECH

Department Name

DEPT 0113

Number

6221

Clerk Asset Number:

Board Asset Number:

DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item ROUTER	Room # <u>attic</u>	Make <u>Cisco</u>
Model <u>1751</u>	Year <u>04</u>	Serial Number JMX080UOGT
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER NEEDED OR USED BY THIS DEPARTMENT

Location: (required) ADMIN COMPLEX

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: INFORMATION TECH

Department Name

6222

Clerk Asset Number:

DEPT 0113

Number

Board Asset Number:

DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item ROUTER	Room # <i>asset attic</i>	Make <i>cisco</i>
Model <i>1721</i>	Year <i>04</i>	Serial Number JMX080UOGS
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER NEEDED OR USED BY THIS DEPARTMENT

Location: (required) ADMIN COMPLEX

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sports Complex
Department Name

DEPT 0452
Number

6260
Clerk Asset Number:

Board Asset Number:
DATE: 12/2/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item lawn mower	Room #	Make <u>Sau10</u>
Model <u> </u>	Year <u>purchased 9/10/14</u>	Serial Number 221020
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) sports complex

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sports Complex
Department Name

6257
Clerk Asset Number:
DEPT 0452
Number

Board Asset Number:
DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item lawn mower	Room #	Make <u>Sarbo</u>
Model <u> </u>	Year <u>purchased 9/7/04</u>	Serial Number 221018
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) sports complex

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sports Complex
Department Name

DEPT 0452
Number

6258
Clerk Asset Number:

Board Asset Number:
DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item lawn mower	Room #	Make Sarto
Model _____	Year purchased 9/2/04	Serial Number 221016
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: <u>surplus</u>	
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.	
Explanation for Disposal: (required) <u>no longer working</u>	
Location: (required) <u>Sports complex</u>	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
<u>[Signature]</u> Department Head	<u>[Signature]</u> Chairman Signature <u>[Signature]</u> County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sports Complex
Department Name

DEPT 0452
Number

6261
Clerk Asset Number:

Board Asset Number:
DATE: 12/7/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item lawn mower	Room #	Make <u>Santo</u>
Model _____	Year <u>purchased 7/04</u>	Serial Number 221019
Other Description: 		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) Sports Complex

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Project Mgt

Department Name

DEPT

Number

6665

Clerk Asset Number:

0000 0172

Board Asset Number:

DATE: 12/7/2020

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>ice washer ice machine</u>	Room #	Make <u>ice-o-matic</u>
Model <u>ice 0400 7F</u>	Year	Serial Number 05091280013549
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Library
Department Name

6733

Clerk Asset Number:

DEPT 0431
Number

Board Asset Number:

DATE: 12/7/2020

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item computer	Room #	Make
Model	Year	Serial Number CNF601GN8
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) broken

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Joanna Morgan
Department Head

Chairman Signature
Sauanda Emberton
County Administrator Approval

Date Removed From Asset Records

TC
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sports Complex
Department Name

6780
Clerk Asset Number:
DEPT 0452
Number

Board Asset Number:
DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
GATOR		
Model	Year	Serial Number
		M0HP4GX043279
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) sports complex

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sports Complex
Department Name

DEPT 0452
Number

6781
Clerk Asset Number:

Board Asset Number:

DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Z-TURN <u>MOWER</u>	Room #	Make <u>John Deere</u>
Model <u>3-turn</u>	Year <u>purchased 9/13/06</u>	Serial Number TC757B053114
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: <u>surplus</u>	
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.	
Explanation for Disposal: (required) <u>no longer working</u>	
Location: (required) <u>sports complex</u>	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
 _____ Department Head	 _____ Chairman Signature _____ County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Project Mgt

Department Name

DEPT 0171
Number

6829

Clerk Asset Number:

Board Asset Number:

DATE: 12/2/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item mower	Room #	Make
Model	Year	Serial Number 223638
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Project Mgt

Department Name

DEPT

Number

6832

Clerk Asset Number:

Board Asset Number:

DATE:

12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item z turn mower	Room #	Make
Model	Year	Serial Number b5700814
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Library
Department Name

6866

Clerk Asset Number:

DEPT 0430
Number

Board Asset Number:

DATE: 12/7/2020

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item computer	Room #	Make
Model	Year	Serial Number GX807CI
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) broken

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Jo Ann Morgan
Department Head

Laundra Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

(Signature)
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Library
Department Name

6867

Clerk Asset Number:

DEPT 0430
Number

Board Asset Number:

DATE: 12/7/2020

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item computer	Room #	Make
Model	Year	Serial Number 1Y807C1
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) broken

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Paul Morgan
Department Head

Salvanda Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

(Signature)
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Library
Department Name

6868
Clerk Asset Number:
DEPT 0430
Number

Board Asset Number:
DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item computer	Room #	Make
Model	Year	Serial Number 3Y807C1
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) broken

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Joanna Morgan
Department Head

Lawanda Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

(Signature)
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Library
Department Name

6869
Clerk Asset Number:
DEPT 0430
Number

Board Asset Number:
DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item computer	Room #	Make
Model	Year	Serial Number 5Y807C1
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) broken

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Paul Morgan
Department Head

Shirley Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Library
Department Name

6870
Clerk Asset Number:
DEPT 0150
Number

Board Asset Number:
DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item computer	Room #	Make
Model	Year	Serial Number 9Y807C1
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) broken

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Joann Moran
Department Head

Paulanda Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: INFORMATION TECH

Department Name

DEPT 0113

Number

6884

Clerk Asset Number:

Board Asset Number:

DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item GUN TERMINAL BARCODING	Room #	Make
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER NEEDED OR USED BY THIS DEPARTMENT

Location: (required) TECHNOLOGY DEPARTMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Theresa Copeland
Department Head

Raúlinda Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Library
Department Name

6897
Clerk Asset Number:
DEPT 0450
Number

Board Asset Number:
DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item computer	Room #	Make
Model	Year	Serial Number J3CB3D1
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) broken

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sports Complex
Department Name

DEPT 0452
Number

6905
Clerk Asset Number:

Board Asset Number:
DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item push mower	Room #	Make
Model	Year	Serial Number 224212
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) sports complex

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sports Complex
Department Name

6906
Clerk Asset Number:
DEPT 0452
Number

Board Asset Number:
DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item push mower	Room #	Make
Model	Year	Serial Number 224213
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) sports complex

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sports Complex
Department Name

DEPT 0452
Number

6907
Clerk Asset Number:

Board Asset Number:
DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item push mower	Room #	Make
Model	Year	Serial Number 224214
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) sports complex

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sports Complex
Department Name

6920
Clerk Asset Number:
DEPT 0452
Number

Board Asset Number:
DATE: 12/7/20



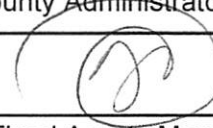
To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Z-TURN <u>mower</u>	Room #	Make <u>Scag</u>
Model <u>Wildcat</u>	Year <u>8/28/07</u> <u>purchased</u>	Serial Number C9800079
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: <u>surplus</u>	
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.	
Explanation for Disposal: (required) <u>no longer working</u>	
Location: (required) <u>sports complex</u>	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
 _____ Department Head	 _____ Chairman Signature  _____ County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

6981

Clerk Asset Number:

Board Asset Number:

FROM: INFORMATION TECH

DEPT 0113

DATE: 12/7/20

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item TAPE BACKUP UNIT	Room #	Make
Model	Year	Serial Number N/A
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER NEEDED OR USED BY THIS DEPARTMENT

Location: (required) TECHNOLOGY DEPARTMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Library
Department Name

6988
Clerk Asset Number:
DEPT 0431
Number

Board Asset Number:
DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item computer	Room #	Make
Model	Year	Serial Number 23HPXC1
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) broken

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

James Morgan
Department Head

Shirleya Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

HT
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Library
Department Name

6989
Clerk Asset Number:
DEPT 0431
Number

Board Asset Number:
DATE: 12/7/50

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item computer	Room #	Make
Model	Year	Serial Number F3HPXC1
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) broken

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Jo Ann Morgan
Department Head

Sandra Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

Hc
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Library
Department Name

6990
Clerk Asset Number:
DEPT 0131
Number

Board Asset Number:
DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item computer	Room #	Make
Model	Year	Serial Number 73HPXC1
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) broken

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission _____ Date _____

Jo Ann Morgan
Department Head

Sabrina Romero
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

fc
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Library
Department Name

7046
Clerk Asset Number:
DEPT 0431
Number

Board Asset Number:
DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item computer	Room #	Make
Model	Year	Serial Number SYM82201UZE3
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) broken

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Joann Morgan
Department Head

Shiranda Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

FD
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: INFORMATION TECH

Department Name

7114

Clerk Asset Number:

DEPT 0113

Number

Board Asset Number:

DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item SYMANTEC EXPRESS LIC.	Room #	Make
Model	Year	Serial Number 14353648
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER NEEDED OR USED BY THIS DEPARTMENT

Location: (required) TECHNOLOGY / ENGINEERING DEPARTMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SPORTS COMPLEX

Department Name

DEPT 0452
Number

7126

Clerk Asset Number:

Board Asset Number:

DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item FORD VAN	Room #	Make FORD
Model 03 VAN	Year	Serial Number 1FBNE31LX3HB21517
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) INOPERABLE VEHICLE

Location: (required) ROAD DEPARTMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: County Project Mgt

Department Name

DEPT

Number

7146

Clerk Asset Number:

Board Asset Number:

DATE:

12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
sarlo pushmower		
Model	Year	Serial Number
		228346
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sports Complex
Department Name

DEPT 0473
Number

7718
Clerk Asset Number:

Board Asset Number: _____
DATE: 12/7/20

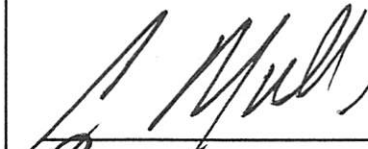


To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item MOWER <u>dirie chopper</u>	Room #	Make <u>Dixie Chopper</u>
Model <u>3572 H4</u>	Year <u>purchased 1/9/16</u>	Serial Number 6887
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: <u>surplus</u>	
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.	
Explanation for Disposal: (required) <u>no longer working</u>	
Location: (required) <u>sports complex</u>	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
 _____ Department Head	 _____ Chairman Signature  _____ County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

7719

Clerk Asset Number:

Board Asset Number:

FROM: Sports Complex
Department Name

DEPT 0473
Number

DATE: 12/7/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item MOWER <u>dirtye chopper</u>	Room #	Make <u>Dirtye Chopper</u>
Model <u>3160HP</u>	Year <u>purchased 1/9/16</u>	Serial Number 7867
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) sports complex

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Purchasing
Department Name

7735
Clerk Asset Number:
DEPT 0118
Number

Board Asset Number:
DATE: 12/1/20

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Ford Crown Vic 2008	Room #	Make
Model	Year	Serial Number 2fahp71v78x141653
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) no longer working

Location: (required) previously removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission _____ Date _____

Sarah Winnick
Department Head

Chairman Signature Sandra Pemberton
County Administrator Approval

Date Removed From Asset Records

(Signature)
Fixed Assets Manager

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:


BOARD TO CONSIDER APPROVAL OF SELECTION AND NEGOTIATION WITH SELECTED FIRM FOR PROFESSIONAL ENGINEERING SERVICES UNDER THE TERMS OF A CONTINUING CONTRACT AS PART OF THE RESTORE ACT DREDGING PROJECT.

MEETING DATE REQUESTED:

December 7, 2020

Statement of Issue:

A portion of the RESTORE Act funding has been approved for use to perform dredging along with the associated professional engineering planning and design services. The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Engineering Services be solicited as a Request for Qualifications for continuing contracts and for those projects that will meet or exceed specified thresholds within the statute.

Recommended Action: The Board should approve the proposed ranking and further approve the Selection Committee, or a Board designee, to begin negotiations with the top firm to provide Professional Engineering Services.

Fiscal Impact: RATES AND TERMS TO BE NEGOTIATED

Budgeted Expense: YES

Submitted By: ENGINEERING DEPARTMENT **Contact:** COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

As a result of the 2010 Deepwater Horizon, affected communities received Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States (RESTORE) Act funding to address some of the economic effects. The Taylor County Board of County Commissioners committed to use a portion of that funding to perform dredging along the Taylor County Coast and to also fund the associated professional engineering planning and design services. The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Engineering Services be solicited as a Request for Qualifications (RFQ) for continuing contracts and for those projects that will meet or exceed specified thresholds within the statute. In accordance with this requirement, the Board advertised a Request for Qualifications for Engineering Services. The Board received responses from two (2) firms on October 30, 2020, and appointed a Selection Committee to review their responsiveness.

The RFQ solicitation package identified the submission criteria, evaluation criteria and expected initial scope of services for the successful firm(s). The Selection Committee members individually reviewed all packages submitted and then averaged those scores to assemble a ranking of the firms for determining the most responsive proposal. Staff recommends that the Board approve the top selected firm and further approve the Selection Committee, or a Board Designee, to begin negotiations with that firm to provide Professional Engineering Services. Once negotiations are completed, Staff will forward the results of those negotiations to the Board for final approval.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
SOQ FOR ENGINEERING SERVICES – TAYLOR COUNTY COASTAL DREDGING

	RANKING CRITERIA	Evaluation Scoring		
		MAX POINTS	Jones Edmunds	Wood
1	a) Followed SOQ submittal requirements and clearly demonstrated an understanding of the purpose of the RFQ	10	9.3	9.3
2	a) Qualifications of personnel assigned b) Women and minority participation; DBE/MBE/WBE c) Geographic location of the firm, including permanent office of designing engineer and project management team	10	7.7	8.0
3	a) Current workload and potential effect on project schedule/deliverables	10	6.3	9.3
4	a) Past record of professional accomplishments b) Financial viability and responsibility c) Firm's reputation and competence, including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects	25	21.7	22.7
5	a) Familiarity with anticipated project areas/scope of work required b) Previous project experience with programs similar in size and scope	20	19.0	16.7
6	a) Firm's capability to meet project/deliverable schedules and timing b) Willingness to meet budget requirements	15	12.0	15.0
7	a) Ability to observe and advise whether construction complies with plans and specifications b) Demonstrated expertise and experience in project management, coordination and utilizing various design software	10	10.0	10.0
Total		100	86	91
		Rank	2	1

Options:

- 1) Approve the proposed ranking and further approve the Selection Committee or a Board designee to begin negotiations with the top firm to provide Professional Engineering Services.
- 2) Revise the proposed ranking and further approve the Selection Committee or Board designee to begin negotiations with the revised ranking top firm to provide Professional Engineering Services.
- 3) Reject the proposed recommendation and state reasons for denial.

Attachments:

Individual Committee Member Score Sheets

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
SOQ FOR ENGINEERING SERVICES – TAYLOR COUNTY COASTAL DREDGING
FIRM RANKING BY EVALUATION COMMITTEE MEMBER**

Proposer Name

Jones Edmunds

RANKING CRITERIA	MAXIMUM POINTS = 100				
	MAX POINTS	Score			Average
1 a) Followed SOQ submittal requirements and clearly demonstrated an understanding of the purpose of the RFQ	10	10	8	10	9.3
2 a) Qualifications of personnel assigned b) Women and minority participation; DBE/MBE/WBE c) Geographic location of the firm, including permanent office of designing engineer and project management team	10	8	7	8	7.7
3 a) Current workload and potential effect on project schedule/deliverables	10	7	5	7	6.3
4 a) Past record of professional accomplishments b) Financial viability and responsibility c) Firm's reputation and competence, including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects	25	23	20	22	21.7
5 a) Familiarity with anticipated project areas/scope of work required b) Previous project experience with programs similar in size and scope	20	20	20	17	19.0
6 a) Firm's capability to meet project/deliverable schedules and timing b) Willingness to meet budget requirements	15	11	10	15	12.0
7 a) Ability to observe and advise whether construction complies with plans and specifications b) Demonstrated expertise and experience in project management, coordination and utilizing various design software	10	10	10	10	10.0
Total	100	89	80	89	86

Evaluation Committee Member:

K Dudley H Evans J Evans

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
SOQ FOR ENGINEERING SERVICES – TAYLOR COUNTY COASTAL DREDGING
FIRM RANKING BY EVALUATION COMMITTEE MEMBER**

Proposer Name

Wood Environment & Infrastructure Solutions, Inc.

RANKING CRITERIA	MAXIMUM POINTS = 100				
	MAX POINTS	Score			Average
1 a) Followed SOQ submittal requirements and clearly demonstrated an understanding of the purpose of the RFQ	10	10	8	10	9.3
2 a) Qualifications of personnel assigned b) Women and minority participation; DBE/MBE/WBE c) Geographic location of the firm, including permanent office of designing engineer and project management team	10	8	7	9	8.0
3 a) Current workload and potential effect on project schedule/deliverables	10	10	8	10	9.3
4 a) Past record of professional accomplishments b) Financial viability and responsibility c) Firm's reputation and competence, including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects	25	25	20	23	22.7
5 a) Familiarity with anticipated project areas/scope of work required b) Previous project experience with programs similar in size and scope	20	17	15	18	16.7
6 a) Firm's capability to meet project/deliverable schedules and timing b) Willingness to meet budget requirements	15	15	15	15	15.0
7 a) Ability to observe and advise whether construction complies with plans and specifications b) Demonstrated expertise and experience in project management, coordination and utilizing various design software	10	10	10	10	10.0
Total	100	95	83	95	91

Evaluation Committee Member:

K Dudley H Evans J Evans

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
SOG FOR ENGINEERING SERVICES - TAYLOR COUNTY COASTAL DREDGING
FIRM RANKING BY EVALUATION COMMITTEE MEMBER**

Proposer Name:

Jones Edmunds

RANKING CRITERIA		MAX. POINTS	Score	Notes
1	a) Followed SOG submittal requirements and clearly demonstrated an understanding of the purpose of the RFQ.	10	8	followed SOG
2	a) Qualifications of personnel assigned b) Women and minority participation; DBE/MBE/WBE c) Geographic location of the firm, including permanent office of designing engineer and project management team.	10	7	Qualifications are good
3	a) Current workload and potential effect on project schedule/deliverables	10	5	no chart
4	a) Past record of professional accomplishments b) Financial viability and responsibility c) Firm's reputation and competence, including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects.	25	20	
5	a) Familiarity with anticipated project areas/scope of work required b) Previous project experience with programs similar in size and scope.	20	20	have already been working on project
6	a) Firm's capability to meet project/deliverable schedules and timing b) Willingness to meet budget requirements	15	10	10
8	a) Ability to observe and advise whether construction complies with plans and specifications b) Demonstrated expertise and experience in project management, coordination and utilizing various design software.	10	10	
Total		100	80	

Evaluation Committee Member:

Mark Evans

11-18-20

Print Name & Date

Mark Evans

Signature

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
SOQ FOR ENGINEERING SERVICES - TAYLOR COUNTY COASTAL DREDGING
FIRM RANKING BY EVALUATION COMMITTEE MEMBER

Proposer Name

Wood Environment & Infrastructure Solutions, Inc.

		MAXIMUM POINTS = 100	
RANKING CRITERIA	MAX POINTS	Score	Notes
1 a) Followed SOQ submittal requirements and clearly demonstrated an understanding of the purpose of the RFQ	10	8	Followed SOQ
2 a) Qualifications of personnel assigned b) Women and minority participation, DBE/MBE/WBE c) Geographic location of the firm, including permanent office of designing engineer and project management team	10	7	Qualifications are good
3 a) Current workload and potential effect on project schedule/deliverables	10	8	Clear chart of work load
4 a) Past record of professional accomplishments b) Financial viability and responsibility c) Firm's reputation and competence, including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects	25	20	
5 a) Familiarity with anticipated project areas/scope of work required b) Previous project experience with programs similar in size and scope	20	15	Reviewed
6 a) Firm's capability to meet project/deliverable schedules and timing b) Willingness to meet budget requirements	15	15	Tab 2.
8 a) Ability to observe and advise whether construction complies with plans and specifications b) Demonstrated expertise and experience in project management, coordination and utilizing various design software	10	10	
Total	100	83	

Evaluation Committee Member:

HANK EVANS

11-18-20

Print Name & Date

Hank Evans

Signature

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
SOQ FOR ENGINEERING SERVICES - TAYLOR COUNTY COASTAL DREDGING
FIRM RANKING BY EVALUATION COMMITTEE MEMBER**

Proposer Name:

Wood Environment & Infrastructure Solutions, Inc.

		MAXIMUM POINTS = 100	
RANKING CRITERIA	MAX POINTS	Score	Notes
1 a) Followed SOQ submittal requirements and clearly demonstrated an understanding of the purpose of the RFQ	10	10	ADDRESSED ALL ASPECTS
2 a) Qualifications of personnel assigned 4 b) Women and minority participation; DBE/MBE/WBE 3 c) Geographic location of the firm, including permanent office of designing engineer and project management team 3	10	8	Minority Participation - SUBS OFFICE IN NEW ORLEANS
3 a) Current workload and potential effect on project schedule/deliverables	10	10	ALL PERSONNEL < 50% JR 2022/23
4 a) Past record of professional accomplishments 7.5 b) Financial viability and responsibility 7.5 c) Firm's reputation and competence, including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects 7.5	25	25	Overall 100 Agreement w/ city/county/state in business 5 yrs
5 a) Familiarity with anticipated project areas/scope of work required 10 b) Previous project experience with programs similar in size and scope 10	20	17	SUB HAS WORKED IN TAYLOR COUNTY CURRENT DREDGING / RESTORE w/ HENDERSON COUNTY
6 a) Firm's capability to meet project/deliverable schedules and timing 8 b) Willingness to meet budget requirements 7	15	15	GOOD PROJECT (RELEVANT) HISTORY
7 a) Ability to observe and advise whether construction complies with plans and specifications 5 b) Demonstrated expertise and experience in project management, coordination and utilizing various design software 5	10	10	SEE RELEVANT PROJECT DESCRIPTIONS
Total	100	95	

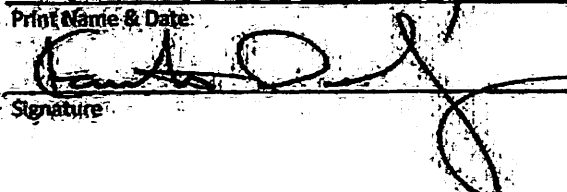
Evaluation Committee Member:

Print Name & Date

Signature

TENNIS DODGE

11/18/2020



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
SOQ FOR ENGINEERING SERVICES - TAYLOR COUNTY COASTAL DREDGING
FIRM RANKING BY EVALUATION COMMITTEE MEMBER

Proposer Name:

Jones Edmunds

MAXIMUM POINTS = 100			
RANKING CRITERIA	MAX POINTS	Score	Notes
1 a) Followed SOQ submittal requirements and clearly demonstrated an understanding of the purpose of the RFQ.	10	10	ADDRESSED ALL ASPECTS
2 a) Qualifications of personnel assigned: 4 b) Women and minority participation: DBE/MBE/WBE 2 c) Geographic location of the firm, including permanent office of designing engineer and project management team 2	10	8	Minority Participation - Subs office in Gainesville
3 a) Current workload and potential effect on project schedule/deliverables	10	7	General statement / No specifics
4 a) Past record of professional accomplishments 7.5 b) Financial viability and responsibility 7.5 c) Firm's reputation and competence, including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects 8.0	25	23	Respected Firm Personnel Familiarity Competent Financially only general cost discussion
5 a) Familiarity with anticipated project areas/scope of work required 10 b) Previous project experience with programs similar in size and scope 10	20	20	Very familiar w/ Project Previous experience to similar Projects
6 a) Firm's capability to meet project/deliverable schedules and timing 8 b) Willingness to meet budget requirements 7	15	11	Good description of Process Not much detail on Project Cost/Budget
7 a) Ability to observe and advise whether construction complies with plans and specifications 5 b) Demonstrated expertise and experience in project management, coordination and utilizing various design software 5	10	10	Project management experience Good reference to QA/QC
Total	100	89	

Evaluation Committee Member:

KENNETH D. DUBO
 Print Name & Date

11/15/2020

[Signature]
 Signature

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
SOQ FOR ENGINEERING SERVICES – TAYLOR COUNTY COASTAL DREDGING
FIRM RANKING BY EVALUATION COMMITTEE MEMBER**

Proposer Name

Wood Environment & Infrastructure Solutions, Inc.

		MAXIMUM POINTS = 100		
RANKING CRITERIA		MAX POINTS	Score	Notes
1	a) Followed SOQ submittal requirements and clearly demonstrated an understanding of the purpose of the RFQ	10	10	
2	a) Qualifications of personnel assigned b) Women and minority participation; DBE/MBE/WBE c) Geographic location of the firm, including permanent office of designing engineer and project management team	10	9	subs Newberry
3	a) Current workload and potential effect on project schedule/deliverables	10	10	
4	a) Past record of professional accomplishments b) Financial viability and responsibility c) Firm's reputation and competence, including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects	25	23	
5	a) Familiarity with anticipated project areas/scope of work required b) Previous project experience with programs similar in size and scope	20	18	
6	a) Firm's capability to meet project/deliverable schedules and timing b) Willingness to meet budget requirements	15	15	
7	a) Ability to observe and advise whether construction complies with plans and specifications b) Demonstrated expertise and experience in project management, coordination and utilizing various design software	10	10	
Total		100	95	

Evaluation Committee Member:

Print Name & Date

Jami Evans
Signature

11/18/20

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
SOQ FOR ENGINEERING SERVICES – TAYLOR COUNTY COASTAL DREDGING
FIRM RANKING BY EVALUATION COMMITTEE MEMBER**

Proposer Name

Jones Edmunds

		MAXIMUM POINTS = 100		
RANKING CRITERIA		MAX POINTS	Score	Notes
1	a) Followed SOQ submittal requirements and clearly demonstrated an understanding of the purpose of the RFQ	10	10	
2	a) Qualifications of personnel assigned b) Women and minority participation; DBE/MBE/WBE c) Geographic location of the firm, including permanent office of designing engineer and project management team	10	8	Subs Gainesville
3	a) Current workload and potential effect on project schedule/deliverables	10	7	
4	a) Past record of professional accomplishments b) Financial viability and responsibility c) Firm's reputation and competence, including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects	25	22	
5	a) Familiarity with anticipated project areas/scope of work required b) Previous project experience with programs similar in size and scope	20	17	
6	a) Firm's capability to meet project/deliverable schedules and timing b) Willingness to meet budget requirements	15	15	
7	a) Ability to observe and advise whether construction complies with plans and specifications b) Demonstrated expertise and experience in project management, coordination and utilizing various design software	10	10	
Total		100	89	

Evaluation Committee Member:

Jami Evans 11/18/20
Print Name & Date

Signature

Jami Evans

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider approval of request for budget transfer from one cent sales tax reserve for capital projects for lease payoff from one dump truck and one roll off truck.

MEETING DATE REQUESTED:

December 7, 2020

Statement of Issue: To transfer funds from one cent sales tax reserve to Public Works and Solid Waste department budgets.

Recommended Action: Approve

Fiscal Impact: \$150,083.68 for dump truck
\$175,609.66 for roll off truck

Budgeted Expense: No

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext, 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: On November 17, 2020 the Board of County Commissioners approved the payoff of two leased vehicles. The balance of the one cent sales tax reserve for capital projects is in excess of \$2.3 million dollars and would be an appropriate funding source for these vehicle payoffs.

Options: Approve/Not Approve

Attachments: Correspondence from Leasing 2

LaWanda Pemberton

From: Rick Carney <rcarney@leasing2.com>
Sent: Monday, November 30, 2020 1:35 PM
To: LaWanda Pemberton
Cc: Lois Fronk
Subject: Taylor County- Payoffs - Dumps and Roll offs
Attachments: Taylor County Santander Payoff Letter valid thru 12 20 2020.pdf

Importance: High

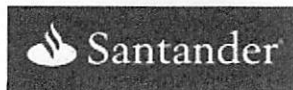
Lawanda, Good afternoon. Attached are the payoff letters which you will need to pay one half(Below) and the lease refinance will cover the other half. Please overnight mail these checks to the address on the payoff letters or if you wire funds please reference the lease numbers on the attached. I will need to know when the funds will be sent so I can coordinate the funding of the new leases for the balance of the payoff on the existing leases. Best regards, Rick

Lease - 23419 \$150,083.68
Lease - 23420 \$175,609.66

Rick Carney
Leasing 2, Inc.
Financing for Local Government
1720 W. Cass St.
Tampa, FL 33606
813-258-9888 Ext. 16
813-431-1286 Cell
rcarney@leasing2.com
www.Lleasing2.com



WIRE FRAUD ALERT. E-mail accounts of lenders, attorneys, and other businesses are being targeted by hackers in an attempt to initiate fraudulent wire requests. If you receive an e-mail from this office requesting that you wire or otherwise transfer funds, you must confirm the request and any corresponding instructions by telephone with this office before you initiate any transfer.



November 30, 2020

Taylor County, FL

Per your request the current payoff amount is:

Amount	Good through	Account #	Description
\$300,167.37 \$30.01 per day thereafter	12/10/2020	002-0023419-000	Dump Trucks

Payment by **BANK** or **CERTIFIED** check

Check made payable to Santander Bank
Send to: Santander Bank, N.A. Attn: Customer Service Department 3 Huntington Quadrangle, Suite 101N Melville, NY 11747

Payment by **WIRE** Transfer

Beneficiary	Santander Bank, N.A.
ABA Routing#	231372691
Account #	1200402170
Description	Taylor County, FL A/C#: 002-0023419-000 Description - payoff

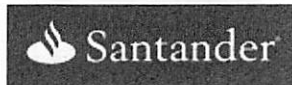
All amounts quoted are subject to final confirmation by our Accounting Department. **Final release of the Santander Leasing Bank, N.A. security interest in the referenced equipment requires that ALL OBLIGATIONS with Santander Bank, N.A. be in good standing and current at the time of the payoff.** Please note the release of such collateral interest and/or title will be a minimum of 15 business days after receipt of payoff and completion of audit. **Please indicate where and to whom the title(s) should be sent.**

If you have any questions regarding this payoff please call me directly at 631-531-0626 or email me at bblock@santander.us

Thank you for your business. I look forward to working with you again.

Sincerely,

Bruce Block



November 30, 2020

Taylor County, FL

Per your request the current payoff amount is:

Amount	Good through	Account #	Description
\$351,219.33 \$35.12 per day thereafter	12/10/2020	002-0023420-000	Roll Off Trucks

Payment by **BANK** or **CERTIFIED** check

Check made payable to Santander Bank
 Send to: Santander Bank, N.A. Attn: Customer Service Department 3 Huntington Quadrangle, Suite 101N Melville, NY 11747

Payment by **WIRE** Transfer

Beneficiary	Santander Bank, N.A.
ABA Routing#	231372691
Account #	1200402170
Description	Taylor County, FL A/C#: 002-0023420-000 Description - payoff

All amounts quoted are subject to final confirmation by our Accounting Department. **Final release of the Santander Leasing Bank, N.A. security interest in the referenced equipment requires that ALL OBLIGATIONS with Santander Bank, N.A. be in good standing and current at the time of the payoff.** Please note the release of such collateral interest and/or title will be a minimum of 15 business days after receipt of payoff and completion of audit. **Please indicate where and to whom the title(s) should be sent.**

If you have any questions regarding this payoff please call me directly at 631-531-0626 or email me at bblock@santander.us

Thank you for your business. I look forward to working with you again.

Sincerely,

Bruce Block

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS



FY 2021

RULES OF PROCEDURE

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Ad Interim Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LaWanda Pemberton, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

December 7, 2020

The Taylor County Board of County Commissioners recognizes that as a deliberative body it needs agreed upon procedures by which the behavior of the body and of individual members is to be governed. An orderly process is necessary not only for the Commission (Board) but also for members of the staff and general public or persons doing business with the Commission.

Although there are several Florida statutes which, in effect, specify certain rules, many of the rules of a county board of county commissioners are not specified by state statute. The intent is that various boards of county commissioners develop rules that fit their specific situation. Florida Statute Chapter 125.01(1)(a) specifies that the Board has the power to adopt its own rules of procedures.

In compiling our board rules we had three major considerations. The first is that the rules adopted should reflect procedures that enhance our Commission's ability to operate. Second, the commission adopts rules to operate as required by law. Third, the rules adopted should be internally consistent.

The Taylor County Board of County Commissioners' Rules as herein adopted are intended to include most of the relevant procedural topics that the Commission faces; topics which, for the most part, have been gleaned from a number of counties. It is important to note that while the Commissions' Rules of Procedures should be readopted annually at the reorganization meeting held each third Tuesday, in November or as soon as practical thereafter, the Board can change or amend its rules not governed by statute by a simple majority vote during any meeting as detailed below.

Adopted in regular session _____, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk Ad Interim

THOMAS DEMPS, Chairperson

Revised December 7, 2020
RULES OF PROCEDURE -TABLE OF CONTENTS

Rule #	Title	Page
SECTION I -PUBLIC PARTICIPATION IN COUNTY GOVERNMENT		
1.	Commission Meetings - Open to the Public	1
2.	Appearance Before the Commission	1
3.	Public Comments and Inquiries	2
4.	Commission Meetings - Regular	3
5.	Commission Meetings - Special	3
6.	Commission Meetings - Emergency	4
7.	Informal Commission Meetings - Inspection Trips, Retreats and Workshops.....	4
8.	Public Hearings; Time; Location	5
9.	Public Hearing; Procedures.....	5
10.	Public Records; Inspection; Duplication	7
11.	Commission Mail; Circulation; Public Review and Duplication	8
SECTION II -PREPARATION OF AGENDA; ORDER OF BUSINESS		
12.	Preparation of Agenda	9
13.	Agenda Material.....	9
14.	Meeting; Order of Business	9
15.	Quorum	11

RULES OF PROCEDURE -TABLE OF CONTENTS

(Continued)

Rule#	Title	Page
--------------	--------------	-------------

SECTION II -PREPARATION OF AGENDA; ORDER OF BUSINESS CONTINUED

16.	Required Attendance of Officials	11
17.	County Attorney; Parliamentarian.....	11
18.	Clerk of the Court; Minutes.....	11
19.	Sergeant at Arms.....	11
20.	Rules of Order and Debate.....	12
21.	Voting	12
22.	Conflict of Interest	13
23.	Ordinances	13
24.	Resolutions.....	13
25.	Motions	13
26.	Reconsideration of Action Previously Taken	14
27.	Rescinding Action Previously Taken.....	14

SECTION III -GENERAL PROVISIONS

28.	Newly-Elected Commissioners.....	15
29.	Election of Chair and Vice-Chair.....	15
30.	Commission Chair; Presiding Officer.....	15
31.	Legislative Program and Communication with Lobbyists.....	16
32.	Commissioners Appointed to Boards and Committees	17

33. Citizens Appointed by the Commission to Boards and Committees.....	18
34. Suspension and Construction of Rules	18

ATTACHMENTS

1. Request to Speak for Non-Agendaed Items.....	19
2. Request to Speak for Agendaed Items.....	20
3. Request to Amend suggested Agenda.....	21
4. Board and Committee Applicants Ranking Form.....	22
5. Examples of Motions.....	23
6. Definition of Parliamentary Terms.....	25
6. Commissioners Code of Conduct.....	29

This Page Left Blank Intentionally

SECTION I - PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

1: Board Meetings -Open to the Public. All meetings of the Taylor County Board of County Commissioners, its various Boards and committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S.

(a) *The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions - Section 447.605(1), F.S.; meetings regarding risk management claims -Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.*

(b) Because of the need to comply with seating capacity requirements of the fire code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. At the sole discretion of the Commission, when an unusually large crowd is anticipated the Commission may consider holding the meeting in the County courtroom or other large public facility. Limited seating may also be imposed due to public health concerns, such as a pandemic, and meetings may be made available to the public through virtual media platforms.

(c) Regular, as well as Special meetings of the Commission will be conducted in a publicly owned or controlled building. All meetings will be held in a building that is open to the public.

(d) For public-safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in County Commission meeting rooms.

(e) All persons with disabilities shall be provided the assistance that is necessary to enable them to effectively participate in Commission meetings.

2: Appearance before the Commission. Persons desiring to address the Commission on a matter pending before it, or which needs the attention of the Board may do so upon being recognized by the Chair. To ensure that everyone has a fair opportunity to participate, these procedures will be followed:

(a) After being recognized, the person shall:

- step up to the speaker's rostrum and give her/his name and home address;
- unless further time is granted by the Chair, limit the comments to three minutes;
- address all remarks to the Commission as a body, and not a member thereof; and make comments and present documents to the Commission and the Clerk;
- Speakers shall make comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless granted permission by the Chair.

- NOTE: If there are a large number of people wishing to speak on a particular issue, the Chair or the Board may require those wishing to speak to fill out a "Request to Speak on Agendaed Items form," see attachment 2, page 20.

(b) The Commission may discuss the matter, assign it to a committee, or refer it to the County Administrator and/or County Attorney for review and comment.

(c) No person other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.

(d) A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking that has been properly recognized by the Chair.

(e) If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. If the person does not do so, s/he is subject to removal pursuant to Rule 19 Sergeant-at-Arms.

(f) Prior to the beginning of a meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their name and home address, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so.

(g) The Chair, subject to concurrence of the majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

(h) Employees of the County may address the Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter or a personnel dispute will not be entertained as a part of Citizen Comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.

3: Public Comments and Inquiries for Non Agendaed Items. The Commission shall not take final action on public comment items presented at the same meeting unless it waives its Rules of Procedure. When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is legislative or administrative in nature and then:

(a) If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the County Attorney and/or the County Administrator for review and recommendation, or may take other actions it deems appropriate.

(b) If administrative, and the complaint is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Administrator; the Chair shall then refer the complaint directly to the

County Administrator for her/his review, if said complaint has not been so reviewed. The Commission may direct that the County Administrator report to the Commission when her/his review is completed.

(c) The Chair may also assign to a Commissioner, issues that require additional examination. If so assigned, the Commissioner shall provide a report to the Commission when the examination is complete.

4: Commission Meetings -Regular. Unless otherwise advertised, all regular meetings of the Taylor County Board of County Commission are conducted at 6:00 p.m. on the 1st Monday and 3rd Tuesday of the month at 9:00 a.m. in the Commission Chambers at the County Commissioners Administrative Complex, 201 East Green Street, Perry, Florida.

(a) From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible.

(b) On election years, organizational meetings will be held on the 2nd Tuesday following the election.

5: Commission Meetings – Special (Requires a Minimum of 24 hrs Notice). The Chair, any two Commissioners, or the County Administrator may call a special meeting.

(a) The call for a special meeting shall be in writing and shall contain time, place and business to be conducted. The notice of a special meeting shall be posted on the East and West doors of the County Courthouse. The time and place of the special meeting will be added to the meetings list. Special meetings may be held upon no less than twenty-four (24) hours public notice.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given 24 hours prior notice of the special meeting. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) Twenty-four hours prior notice of the special meeting shall be provided to the business office of each local media organization that has on file a written request for notice of special meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Special meetings may be scheduled on days or evenings.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. No business other than items listed on the agenda shall be conducted. Public comment shall be allowed on items on the agenda.

(f) If there is no longer a need for a special meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

6: Commission Meetings -Emergency. Any one Commissioner or the County Administrator may call, orally or in writing, an emergency meeting. An Emergency Meeting is a time-sensitive meeting of such a nature that a 24-hour notice would be detrimental to the action to be addressed at the meeting.

(a) The call for an emergency meeting shall contain the time, place, and business to be conducted. Emergency meetings may be held, when practicable, upon the most reasonable notice allowable under the circumstances.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given the most reasonable notice allowable under the circumstances. Such notice shall be provided by any reasonable means, including telephone, email, or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) The most reasonable notice allowable under the circumstances of the emergency meeting shall be provided to the business office of each local media organization that has on file a written request for notice of emergency meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Emergency meetings may be scheduled on days or evenings.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. No business shall be conducted other than items listed on the agenda. Public comment shall be allowed on items on the agenda.

(f) If there is no longer a need for an emergency meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

7: Informal Commission Meetings - Inspection Trips, Retreats and Workshops.

(a) The Chair, Commission, or County Administrator may schedule informal meetings, inspection trips, retreats or workshops to gain new information, request clarification and in general improve communication between elected officials, and the general public. Advance notice of these meetings shall be given in the same manner as special meetings. Minutes of these meetings shall be made by County Commission staff.

(b) Regularly Scheduled Board Workshop. The Board usually conducts a workshop once a month normally scheduled to start at 6:00 p.m. on the 4th Tuesday of the month (following the 1st Board meeting of the month) in the Commission Chambers at the County Commissioners' Administrative Complex, 201 East Green Street, Perry, Florida. From time-to-time, regular workshop meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is

feasible. No motions are made or passed at a workshop unless an unforeseen emergency arises and then the Commission would have to declare an emergency and enter into an emergency meeting as detailed above.

8: Public Hearings; Time; Location.

(a) Public hearings shall be held as part of the regularly scheduled Commission meetings and will be so agendaed by the Clerk of the Court and are normally scheduled to begin at 6:00 p.m.

(b) The matters under consideration shall be heard at the designated time, or as soon thereafter as practicable. However, by vote (of a majority plus one pursuant to Subsection 125.66(4) (b) (1), F.S.), the County Commission may conduct public hearings for those applications identified in this subsection usually required after 6:00 p.m. at another time of day. Public hearings may be continued from a prior meeting, or scheduled on days or evenings in addition to the first Monday and third Tuesday of each month.

(c) Prior to the beginning of any meeting or public hearing, the Chair may require that all persons that wish to be heard sign in with the Clerk, give their name and home address, the agenda item, and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so. The Chair, subject to concurrence of a majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

9: Public Hearing; Procedures.

(a) General Public Hearings - The procedures to be followed for public hearings are, generally, as follows:

(1) The County Administrator or his/her designee shall describe the agenda item to be considered, and provide the staff recommendation. The Chair shall then inquire as to whether any Commissioners have questions for administration. After Commissioners' questions are answered, the Chair then opens the public hearing.

(2) Following public comment (if any), the Chair closes the public hearing and inquires if any Commissioner wishes to put forth a motion. If a motion and a second are made, the Chair then calls for discussion among Commissioners.

(3) The Chair inquires if there is any further discussion by the Commissioners and any final comments or recommendations from administration. The Chair restates the motion.

(4) The Chair inquires of the Commissioners as to whether they are ready for the question, calls for the vote and after the vote restates the vote.

(b) Quasi-Judicial Hearings - The procedures to be followed for quasi-judicial hearings are generally as follows:

- (1) Prior to the commencement of quasi-judicial hearings, the County Attorney will provide the public with an explanation of quasi-judicial hearing proceedings and shall read the following statement:

"All persons wishing to participate and speak will be sworn in prior to speaking during this proceeding. All persons have the right, through the Chair, to ask questions of staff or other speakers, to seek clarification of comments made by staff or other speakers and respond to comments or presentations of staff or other speakers. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Commission's record of proceedings and official minutes.

While we welcome comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony."

- (2) After reading the statement, the Clerk will make the following inquiry of the County Commissioners:

"Has any Commissioner received any oral or written communications regarding the land use items to be discussed? If so, please disclose the substance of the communication and identify the person making the communication."

Disclosure made must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication.

- (3) The Clerk shall administer the affirmation to all persons who desire to speak at quasi-judicial proceedings before the County Commission

- (4) The County Administrator or his/her designee shall describe the quasi-judicial item to be considered and make a presentation pertaining to the item. The Chair shall then inquire as to whether any Commissioner has questions for the staff that made the presentation. After the Commissioners' questions are answered, the Chair will ask if any of the parties to the proceeding have any questions of staff members who made presentations.

- (5) The applicant for a land use change or his/her representative will make a

presentation pertaining to the application. The Chair will once again inquire as to whether Commissioners and then parties to the proceeding have questions of the applicant and the applicant's representatives.

(6) The Chair will next ask if any members in the audience wish to present testimony. At the conclusion of the testimony, the Chair will ask if any of the Commissioners or any of the parties to the proceeding have questions of the witness.

(7) There will be an opportunity for applicant rebuttal and staff closing comments.

(8) The Chair will then inquire of the Commissioners as to whether they are prepared to vote to address the application before them.

(c) Ex-Parte Communications

Florida Statutes Section 286.0115 provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any commissioner the merits of any matter that the County Commission may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication.

(1) The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission (such as a land use decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

(2) A County Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Commission (such as a land use decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.

(3) Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.

10: Public Records; Inspection; Duplication. Pursuant to Chapter 119, F.S., all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, email messages, or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of official business by any agency, are public records. A public record (including information stored in computers) is open to public inspection and duplication, unless exempted by law. The Clerk is the official records Custodian of public records for the County.

(a) If the purpose of a document prepared in connection with the official business of the agency is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form, or the ultimate product of an agency.

(b) Requests for copies of public information (including the Chair's mail and videotapes of County Commission meetings and workshops) shall be fulfilled pursuant to the Board's policy specifically addressing the handling of public records requests.

(c) Any and every media conference officially sponsored by Taylor County Government will be open to all media representatives and to the general public. Press conferences will be conducted in a location that is publicly accessible.

11: Commission Mail; Circulation; Public Review and Duplication. All mail addressed to the Chair and the Commissioners which is received pursuant to law or in connection with the transaction of official County business, is a public record (Chapter 119, F.S.). The public may review and duplicate these records as allowed by law.

(a) Each Commissioner may be provided a copy of the Chair's mail. The originals with attachments will remain in the Chair's mail file. Items of considerable length (such as petitions) will not be copied; instead, a memorandum will be distributed which announces the availability and location of the item in the office. Publications and lengthy agenda materials for other boards on which Commissioners serve will not be copied; only the agenda will be circulated.

(b) Each Commissioner will receive the original of items addressed to her/him. Mail with the words similar to "Personal", "Confidential" or "For the Addressee Only", shall be delivered unopened to the addressee.

(c) The Chair and Commissioners who receive individually-addressed mail will be responsible for replying. Asking the County Administrator to draft a response for their signature or requesting that the item be agendaed for formal Commission consideration is appropriate. The County Administrator shall be responsible for ensuring that mail addressed to the Chair or the Commission is properly answered or placed on an agenda.

SECTION II -PREPARATION OF AGENDA; ORDER OF BUSINESS

12: Preparation of Agenda. The Clerk is responsible for the final preparation of the suggested agenda. The County Administrator in conjunction with the Clerk's office shall assist in preparing the agenda. The Chair, any Commissioner or Constitutional Officer, the County Administrator, or the County Attorney may place an item on the agenda. The Chair and County Administrator may meet to discuss each agenda.

(a) As a general practice, all supporting documentation (original plus five copies) must be provided to the County Administrator's office not later than Wednesday, 10:00 a.m., by the week prior to the scheduled Commission meeting. Item(s) may not be included on the suggested agenda if the supporting documentation is not provided by the deadline unless approved by the Chair.

(b) Presentations will normally not exceed fifteen (15) minutes in length.

(c) Agenda review is a session conducted between the Chair and the County Administrator designed for discussion of the suggested Board agenda items prior to the Commission Meeting. The Chair is the final approval authority for the suggested agenda. During a Commission meeting the suggested agenda may be approved as is or changed at the discretion of the Commission. The Commission can amend the suggested agenda over the objections of the Chair by a simple majority vote.

13: Agenda Material. The Clerk's office insures a copy of the suggested agenda and supporting materials is ready to be distributed to each Board Member, the Clerk, the County Administrator, the County Attorney and the media by 5:00 p.m. on the Thursday prior to the scheduled Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The agenda, as well as lengthy reports that are part of agenda documentation, will be available for public review in the Clerk's office located on the 1st floor of the Taylor County Courthouse at 108 N. Jefferson Street, Perry, Florida, 32347 and made available on the Commission's website.

(a) Each Commissioner should carefully review the Consent Agenda to determine whether there is any item s/he wishes to have removed from the Consent Agenda and placed on the Regular Agenda. If any Commissioner wants an item removed from the Consent Agenda and placed on the Regular Agenda s/he should contact the County Administrator or request that such be done prior to the approval of the agenda by the full Board at the meeting.

14: Meeting; Order of Business.

(a) The business of all regular meetings of the Commission should be transacted as follows - provided, however that the Chair may, by simple majority vote or consensus of the Commission, re-arrange items on the suggested agenda to more expeditiously conduct the business before the Commission.

(1) Invocation and Pledge of Allegiance - The Commission may maintain a clergy rotational roster for the invocation. Members of the Commission as well as others may also be

designated to present the invocation. The Chair shall lead the pledge.

- (2) Adjustments and Approval of the Regular and Public Hearing Agenda. Except for items advertised for public hearings, items may be added to, or removed from, the agenda. Adjustments are made to the suggested agenda based upon the review of the suggested agenda, or recommended additions or deletions to the general business agenda by Board members or staff. Examples of items to be added include grant applications or items received after the established deadline that are time-sensitive. A motion to approve the agenda adopts the agenda and any amendments and approves all items on the Consent agenda to stay on the Consent agenda.
- (3) Awards/Recognitions
- (4) Approval of the Consent Agenda - The County Administrator may place items on the Consent Agenda which are routine or technical in nature; have been previously discussed by the Board; are resolutions of a routine nature; are authorizations to advertise ordinances, public hearings, and bid specifications; are items that have a unanimous recommendation of the Planning Board and staff for approval and no opposition on the agenda; or are other items as authorized by the board. Approval of minutes from previous meetings and examination and approval of invoices will be placed on the Consent Agenda.
- (5) Bids/Public Hearings
- (6) Hospital Items
- (7) Public Requests
- (8) Advisory Committee Reports
- (9) Constitutional Officers/Other Governmental Units
- (10) General Business
- (11) County Staff Items
- (12) County Attorney Items
- (13) County Administrator Items
- (14) Comments and Concerns from the Public – Public comment is encouraged and received for every item agendaed for discussion before the Board. This is a standing item for the Board to receive additional input from the public regarding comments and concerns not discussed by the Board.
- (16) Commissioner Comments – Board Informational Items

(17) Motion to Adjourn

(b) Any items not listed on the printed agenda, for which a Commissioner will request Commission action, should be in writing, and should be provided to the Commission, the County Administrator, the Clerk and the public not later than the beginning of the meeting. The exceptions are items of an emergency nature or those that do not require a written explanation.

(c) No meeting should be permitted to continue beyond 10 p.m. without the approval of a majority of the Commission. A new time limit must be established before taking a Commission vote to extend the meeting. In the event that a meeting has not been closed or continued by Commission vote prior to midnight, the items not acted on are to be continued to a designated time on the following day, unless State law requires a hearing at a different time or unless the Commission, by a majority vote of members present, determines otherwise.

15: Quorum. A quorum for the transaction of business by the Commission consists of (3) three Commissioners. Once a quorum has been established, a majority of Commissioners present at the meeting shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5ths) of the Commission is required for approval of an item (e.g. consideration of emergency ordinances, gas tax).

16: Required Attendance of Officials. In addition to Commissioners, County officials whose regular attendance shall be required at meetings of the Commission are the: County Administrator, County Attorney, Clerk of the Court, or their designees. A representative of the Taylor County Sheriff's Office shall be present to provide security and assistance in maintaining order.

17: County Attorney - Parliamentarian. The County Attorney serves as parliamentarian, and advises the Chair as to correct rules of procedure or questions of specific rule application. The parliamentarian calls to the attention of the Chair any errors in the proceedings that may affect the substantive rights of any member, or may otherwise do harm.

18: Clerk of the Court - Minutes. The Clerk of the Court or her/his designee shall make correct minutes of the proceedings of each regular, special or emergency Commission meeting. The draft minutes are reviewed by the Chair. The Clerk shall provide corrected copies of the final minutes to each Commissioner for their reading.

(a) The Clerk's office places the minutes on the Consent agenda for approval by the Commission. Such minutes stand confirmed at the regular Commission meeting without a reading in open meeting, unless some error is shown. In such event, an appropriate correction is made.

(b) The Clerk of the Court or her/his designee shall be responsible for recording County Commission workshops. The Clerk will be included in the selection of dates and times for workshops.

19: Sergeant at Arms. The Sheriff's designee shall be sergeant-at-arms of the Commission meetings. The Taylor County Sheriff's Office is authorized to assist the Board in performing

this duty. The Sheriff's designee shall carry out all orders and instructions given by the County Commission for the purpose of maintaining order and decorum at the Commission meeting. The following policy will provide guidance in handling disruptions:

(a) If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that their time to address the Commission has expired and the Chair will direct the individual to leave the podium.

(b) If an individual causes disruption in the Commission meeting, the Chair will inform the individual causing the disruption to cease the disruptive activity.

(c) If the disruption fails to stop:

(1) The Chair will inform the individual causing the disruption that their actions are contrary to the orderly function of the meeting and that the individual is to cease such action or the Sergeant-at-Arms will be instructed to remove the individual from the meeting site.

(2) The Chair will direct the individual to leave the meeting site. The Chair will inform the individual that, if s/he is directed to leave and fails to do so, the individual will be subject to arrest for trespass.

(3) If the disruption fails to cease, the Chair shall be authorized to take final action and read the following: "As the Commission Chair, I inform you that your actions are inconsistent with the orderly function of this meeting and you have failed to comply with the lawful order of the Chair. I am instructing the Sergeant-at-Arms to remove from this meeting site, and if deemed necessary by the Sergeant-at-Arms, to remove you from this building."

20: Rules of Order and Debate. Every Commission member desiring to speak should address the Commission Chair and, upon recognition by the Chair, the speaker shall confine their comments to the question under debate.

(a) The maker of a motion shall be entitled to the floor first for debate.

(b) A member once recognized shall not be interrupted when speaking unless to call said member to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member will be at liberty to proceed.

(c) If the Commission Chair wishes to put forth or second a motion, s/he shall relinquish the chair to (1), the Vice Chair, (2), the senior Commission member (if the Vice Chair is absent), (3) another Commission member who has remained impartial or (4), the Clerk, until the main motion on which the presiding officer spoke has been disposed.

21: Voting. The votes during all Commission meetings should be transacted as follows:

(a) In order to expedite business, the Chair shall determine whether to call a simple vote (all in favor of) or by roll call. At the request of any Commissioner, a roll call vote shall be taken by the Clerk. The roll call vote may be determined in alphabetical order, with the Chair voting last.

(b) When the Chair calls for a vote on a motion, every member, who is present in the Commission chambers must give his/her vote, unless the member has publicly stated that s/he is abstaining from voting due to a conflict of interest, pursuant to Section 112.3143 or Section 286.011, Florida Statutes. If any Commissioner declines to vote "aye" or "nay" by voice, his or her vote shall be counted as an "aye" vote.

(c) The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote. In case of a tie in votes on any proposal, the proposal shall be considered lost.

(d) Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefore entered in the minutes.

22: Conflict of Interest as Specified in 112.3143 or Section 286.011, Florida Statutes. No Commissioner shall vote in her/his official capacity on a matter which would inure to his/her special private gain, or which the Commissioner knows would inure to the special private gain of any principal by whom s/he is retained, of the parent organization or subsidiary of a corporate principal by which s/he is retained, or a relative or of a business associate. Within fifteen (15) days following that Commission meeting, s/he shall file with the Clerk to the Commission a Form 8B which describes the nature of her/his interest in the matter. The Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting.

23: Ordinances. An enacted ordinance is a legislative act which prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the county. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.

(a) **Emergency Ordinances.** By vote of one more than the majority, the Commission may without notice or hearing adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(3), F.S.

24: Resolutions. Generally, an enacted resolution is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Commission action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced. Resolutions are to be assigned numbers and recorded with the number by the Clerk or designee.

25: Motions. An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the county. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not

required by law. All motions shall be made and seconded before debate.

Before a motion has been stated by the Chair, its proposer may change or withdraw it without the Commission's permission, and any member or the Chair may request that the maker withdraw it. Once the motion has received a second and has been stated by the Chair, the Commission must vote on the motion.

Examples of properly made motions are found in Attachment 5, page 23 of this document and may be used as appropriate in Board proceedings.

26: Reconsideration of Action Previously Taken. Refer to examples of properly made motions in Attachment 5, page 23.

27: Rescinding Action Previously Taken. Refer to examples of properly made motions in Attachment 5, page 23.

SECTION III -GENERAL PROVISIONS

28: Newly-Elected Commissioners. The term of County Commissioners elected to office shall commence on the second Tuesday following the general election as specified in Florida Statutes Section 100.41.

A swearing-in ceremony for newly-elected commissioners will be coordinated by the County Administrator. The County Administrator shall provide an orientation program for new Commissioners and the Chair.

29: Election of Chair and Vice-Chair. The Clerk shall preside over the election of officers. Procedures for electing officers are as follows:

(a) At the second regularly scheduled Commission Meeting of November each year, or as soon thereafter as practicable, the Commission elects a Chairperson from among its members. **On non-election years, the organizational meeting remains to be held on the 2nd meeting of the month.** The Clerk calls for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.

(b) In conjunction with the above election, a Vice-Chair is also elected in a like manner.

(c) In case of the absence or temporary disability of the Chair, the Vice-Chair serves as Chair during the absence. In case of the absence or temporary disability of the Chair and the Vice-Chair, an Acting Chair and Vice-Chair, selected by members of the Commission, serves during the continuance of the absences or disabilities.

30: Commission Chair; Presiding Officer. The Presiding Officer (the Chair) presides at all meetings of the Commission, and is recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon her/him as Chair, s/he continues to have all the rights, privileges and immunities of a member of the Commission. The Chair's responsibilities include:

(a) Call the meeting to order, having ascertained that a quorum is present;

(b) Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by her/him, and s/he declares all votes;

(c) Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;

(d) Expedite business in every way compatible with the rights of members;

(e) Remain objective while enjoying the same rights in debate as any other member; but

the impartiality required of the Chair in an assembly precludes exercising these rights while presiding. The Chair shall have nothing to say on the merits of pending questions until the Commissioners and citizens have fully debated the question. On certain occasions which should be extremely rare the Chair may believe that a crucial factor relating to such a question has been overlooked and that his/her obligation as a member to call attention to the point outweighs the duty to preside at that time. If the Chair wishes to place a motion, the gavel must be relinquished.

Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

- (1) Vice Chair;
- (2) Other Commissioners based upon seniority;
- (3) Another Commission member who has remained impartial;
- (4) Clerk to the County Commission;

The presiding officer who relinquished the chair should not return to it until the pending main question has been disposed of, since s/he has expressed partisanship as far as that particular matter is concerned.

- (f) Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present;
- (g) When time constraints dictate, the Chair is authorized to approve authorizations to advertise for public hearings.
- (h) Assign Commissioner's seats in the commission chambers.
- (i) For time-sensitive matters only, send letters to the Taylor County's State and Federal Legislative Delegations and other government officials in support of Taylor County municipality or community-based organization initiatives, such as legislative changes and grant requests, provided the Board of County Commissioners has taken a position in support of the initiative in its legislative agenda or by some other action expressed its position on the issue presented.
- (j) The Chair is to be paid an additional \$50 a month as provided by Florida Statute to offset the additional cost associated with the duties and responsibilities of the position.

31: Legislative Program and Communication with Lobbyists. Each year, prior to the Legislative Session, the County Administrator shall submit to the Commission a proposed legislative program for the State Legislature and the Federal Government. This program shall be based on legislative concerns submitted by Taylor County, the City of Perry and other Special Districts of the County. The County will coordinate with the Florida League of Cities and the Florida Association of Counties, as is appropriate, to protect the interests of Taylor County in the legislative process.

(a) The final State and Federal Legislative Program will be approved at a County Commission meeting. Copies of the approved Legislative Program shall be submitted to the appropriate Legislative Delegation in order to seek favorable legislation and appropriations to further the goals of Taylor County. The Legislative Program and lobbying efforts shall be developed to coordinate and leverage federal and state appropriations.

(b) As deemed necessary by the County Commission, the County Administrator may solicit and obtain the services of professional lobbyists to gain approval or favorable consideration of issues within the Legislative Program, or to intercede on behalf of Taylor County before governmental administrative agencies. The County Administrator shall notify the County Commission when such services are to be rendered.

(c) Professional registered lobbyists or county staff members assigned to advance the County's Legislative Program shall meet all legal requirements of the State of Florida and conduct themselves ethically to eliminate any conflict of interest, as they represent the citizens of Taylor County. Firms or individuals lobbying on behalf of the County will use the approved Taylor County Legislative Program, including those issues submitted by municipalities and approved by the County Commission, as a guide for their activities. New issues shall be approved by the County Commission for inclusion in the adopted Legislative Program.

(d) In the event of emergency or in the changing climate of the legislative amendment process, the County Administrator may (in consultation with the Chair of the County Commission) take action on bills or amendments that would have a favorable impact on Taylor County. Such emergency authorizations will be reported to the County Commission in a timely manner. The County Administrator may, at his/her discretion, assign county employees to the legislative tasks (including attendance in Tallahassee, or appearance before legislative or administrative bodies) to promote the Legislative Program.

32: Commissioners Appointment to Boards and Committees. Members of the County Commission serve on various boards and committees (e.g., Aucilla Regional Landfill, North Central Florida Regional Planning Council, and Suwannee River Management District etc.). Appointments are reviewed and assigned the second meeting in November each year or as soon thereafter as practicable by the new Chair.

(a) A listing of previous-year appointments will be disseminated by the County Administrator to the County Commission at the last meeting in October so that each Commissioner can determine his/her interest in serving on various boards/committees.

(b) If there is no nominee or no volunteer or more than one volunteer for a vacancy, the Chair will appoint a Commissioner to serve. The Commission shall ratify the appointments to boards and committees.

(c) Each Commissioner shall call upon and seek the recommendation of the County Administrator regarding staff support for various committees. Employees shall assist Commissioners as directed by the County Administrator. When the County Administrator's and a Commissioner's recommendation differ, both recommendations will be discussed at an

appropriate regular commission meeting.

(d) The County Administrator is responsible for scheduling recommendations on the Commission agenda in a timely manner.

33: Appointment by the Board of County Commissioners of Citizens to serve on Boards and Committees.

The County Commission is required to select individuals to serve on various boards and committees (e.g., Planning Board, Hospital Board, Taylor County Development Authority, Tourist Development County, Big Bend Water and Sewer, Taylor Coastal Water and Sewer, Library Board, etc.). It is the policy of the Commission that all vacancies are advertised. Applications are to be turned into the office of the County Administrator or his designee for the Board or Committee. Applications must be turned in not later than the established closing date unless it is a position that has been hard to fill and has been advertised as "until filled." The Commission will make the selection for appointment in an open Board meeting by using an Applicant Ranking Form listing the applicants provided by the County Administrator's office (see attachment 4 on page 22).

(a) Prior to each ranking the Commission will agree upon how many applicants are to be ranked. Each Commissioner must rank the number of candidates specified. If more than one position is to be filled the Board may use one ranking to fill multiple positions. If the Commission in its sole discretion determines that there are no suitable applicants they may choose to re-advertise for applicants instead of going through the ranking process.

(b) If the Commission decides to rank order the applicants available, each Commissioner will rank order the specified number of applicants from the names provided on the Applicant Ranking Form. Commissioners are to rank their top applicant as #1, ranking their second best applicant as #2, etc. The rankings of all Commissioners present will be combined to provide the overall ranking. The applicant with the lowest score will then be designated as the selected candidate by the Commission. If there are multiple positions to be filled the applicant with the second lowest position would fill the second vacancy. This procedure would be followed until all positions are filled... These rules may be modified to fit the specific situation.

(b) Once an applicant is selected a member of the Commission will make a motion to fill the position with that individual.

34: Suspension and Construction of Rules. Temporary suspension of these procedures shall permit the Commission to take some action that would otherwise be prevented by a procedural rule already adopted. These Rules of Procedure may be amended or temporarily suspended at any Commission meeting with an affirmative vote of a majority of the Commission. These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission when approved by a majority vote required by law.

Note: This set of Rules of Procedure shall be reviewed and if applicable, adopted no later than the second meeting of each November or as soon thereafter as practicable.

Attachment 1: Request to Speak for Non-Agendaed Items.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk Ad Interim
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Request to Speak on Non-Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow a period for the public to ask questions, requests for information and requests for action on items not on the agenda.

To speak on an issue not on the agenda you need to complete a "Request to Speak for Non-Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking.

Only those who have completed and submitted the "Request to Speak for Non Agendaed Items" form are allowed to speak on non-agendaed items. Each individual is allowed to speak for three (3) minutes. In most cases you will not receive an immediate response. The Board may direct the County Administrator or the County Attorney research the issue and respond to you directly or to agenda the issue at a future Board meeting. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you. If you have received this form via mail, fax or email, you may email it to county.admin@taylorcountygov.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 6. Thanks for helping us conduct an open and orderly meeting.

Request to Speak on Non-Agendaed Items

Name _____

Date _____

Group/Organization you represent, if any: _____

Phone: _____

Email: _____

Topic: _____

Attachment 2: Request to Speak for Agendaed Items.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk Ad Interim
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Request to Speak on Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow the public to comment on and ask questions regarding items on the agenda.

To speak on an issue on the agenda you need to complete a "Request to Speak for Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking. Please insure that you identify the agenda item number and topic you wish to speak on. You must fill out a separate request for each item you wish to speak on.

When specified by the Board only those who have completed and submitted the "Request to Speak for Agendaed Items" form are allowed to speak on agendaed items. Each individual is allowed to speak for two minutes per item requested. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you.

If you have received this form via mail, fax or email, you may email it to county.admin@taylorcountygov.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 6. Thanks for helping us conduct an open and orderly meeting.

Request to Speak on Agendaed Items

Name _____

Date _____

Group/Organization you represent, if any: _____

Phone: _____

Email: _____

Agenda item Number: _____

Topic: _____

Attachment 3: Request to Amend Suggested Agenda.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS**

GARY KNOWLES, Clerk Ad Interim
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Request to Amend Suggested Agenda

1: Date of Meeting Agenda to be amended. _____

2: Position of Person Making the request. (Circle one)

County Commissioner, Clerk, County Administrator, County Attorney

3: Name of Person Making the request. _____

Please move the following items from the consent to the regular agenda (may refer by number):

Please place the following topics on the regular or consent agenda (use additional pages for backup or explanation).

Please sign _____ date _____

Attachment 4: Board and Committee Applicants' Ranking Form

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk Ad Interim
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Board and Committee Applicants Ranking Form

Date: _____

Commissioner: _____

Commissioner Signature _____

Note: Rank applicants as follows the best applicant is #1; the second best is number two, etc.

Applicant Name:	Rank Applicants 1-10

Attachment 5: Examples of Motions.

1: **Main Motion.** “Mr. Chair/Madam Chair, I move....” Requires a second – is debatable.

2: Subsidiary Motions:

a. **Amend:** “Mr. Chair/Madam Chair, I move to amend the motion.”, “Mr. Chair/Madam Chair, I move to strike the word(s) _____.”, “Mr. Chair/Madam Chair, I move to insert the word(s) _____ and strike the word(s) _____.” Requires a second – majority vote necessary for approval.

b. **Refer:** “Mr. Chair/Madam Chair, I move we refer the question to....” Requires a second – majority vote necessary for passage – limited debate.

c. **Defer to a time certain (postpone):** “Mr. Chair/Madam Chair, I move we postpone the question until (state a specific time).” Requires a second – majority vote necessary for passage – not debatable.

d. **Limit Discussion or Debate:** “Mr. Chair/Madam Chair, I move we limit debate (or discussion) to (state specific limit of time). Requires a second – a vote of a majority of the members present shall be required to pass. The motion is not debatable.

e. **Call the Question:** “Mr. Chair/Madam Chair, I call the question.” OR “I move to close discussion.” A majority of the members present shall be required to pass. The motion is not debatable, the Chair will make a termination if the debate is finished or not.

f. **Amend Something Previously Adopted:** “Mr. Chair/Madam Chair, I move to amend the motion adopted at our last meeting by...” Second is required – is debatable – a majority vote of the members present shall be required to pass. This motion may only be made by a person who was on the prevailing side of the original motion.

g. **Reconsider:** “Mr. Chair/Madam Chair, I move we reconsider the ... (previously adopted motion).” Second is required – majority vote necessary for passage – is debatable as to the reasons for reconsideration. This motion may only be made by a person who was on the prevailing side of the original motion.

h. **Rescind:** “Mr. Chair/Madam Chair, I move to rescind the” Second is required – majority vote with previous notice – discussion on motion is allowed. This motion may only be made by a person who was on the prevailing side of the original motion.

3: Incidental Motions.

a. **Point of Order:** “Mr. Chair/Madam Chair, Point of Order” After recognition by the Chair, the member states his/her objection. There can be no discussion on the Point of Order. No vote, unless a motion arises out of the Point of Order.

b. **Divide a Motion:** “Mr. Chair/Madam Chair, I move to divide the motion so as to consider separately... (stating the issues to be considered).”

Second is required – majority vote necessary for passage – discussion shall be allowed on why it should be divided.

c. **Consider by paragraph or seriatim:** “Mr. Chair/Madam Chair, I move that the motion be considered by paragraph (or seriatim).” Second is required – majority vote necessary for passage – discussion shall be brief on the necessity for the action.

d. **Withdrawing a Motion:** “Mr. Chair/Madam Chair, I withdraw the motion.” The maker of a motion or the person who seconded the motion may withdraw their motion or second at any time before the motion has been called for a vote.

e. **Appeal the decision (of the Chair):** “I appeal the decision of the Chair.” Second is required – a majority or tie vote upholds the Chair’s decision – debate on motion to appeal is allowed with the Chair speaking first and last.

4: Privileged Motions.

a. **Adjourn:** “Mr. Chair/Madam Chair, I move to adjourn.” Requires a second – majority vote necessary for passage – there can be no discussion.

b. **Motions of Privilege:** “I rise to a question of privilege affecting the meeting.” OR “I rise to a question of personal privilege.” The Chair will then request that the member state his/her question or point of privilege. There can be no discussion on the question.

c. **Recess:** “Mr. Chair/Madam Chair, I move to recess until ... (state exact limit of recess).” Second is required – majority vote necessary for passage – there can be no discussion on the motion. The Chair may call for a recess, when necessary.

Attachment 6: Definition of Parliamentary Terms.

Adhere: to be attached to and dependent on; pending amendments adhere to the motion to which they are applied.

Ad-hoc Committee: a special committee chosen to do a particular task of work only.

Adjourn: to officially terminate a meeting.

Adjourned Meeting: a meeting that is a continuation at a later specified time of an earlier regular or special meeting. The continuation is always a part of the earlier meeting.

Adopt: to approve by vote; to pass by whatever vote required for the motion.

Affirmative Vote: the “aye” or “yes” vote supporting a motion as stated.

Agenda: the official list of items of business planned for consideration during a meeting.

Approval of Minutes: Formal acceptance of the record of a meeting thus making the record the official minutes of the Board. **Chair:** the Taylor County Chair, or in his/her absence, the Vice-Chair or other Board member elected to preside.

Board (The Board of County Commissioners): The legislative governing body of County government. Board and Commission are synonymous and are used interchangeable in this document.

Common Parliamentary Law: The body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization. It does not include statutory law or particular rules adopted by any organization or board.

Convene: to open a meeting.

Debate: formal discussion of a motion under the rules of parliamentary law. (More often in these rules referred to as discussion.)

Defer: to not take action by either referring it to a committee; County Administrator or

County Attorney for further action.

Delegation of Authority: authority given by the Board in certain matters to act for the Commission that is lawful and capable of being delegated.

Demand: an assertion of a parliamentary right by a member of the Commission.

Dilatory Motions or Tactics: misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting.

Discretionary Duty: a duty that usually cannot be delegated to another because of the special intelligence, skill, or ability of the person chosen to perform the duty.

Executive Session: statutorily exempt meeting or session, such as executive collective bargaining sessions -Section 447.605(1), F.S.; meetings regarding risk management claims - Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.

Ex-officio: a person who is assigned to a board or committee by virtue of the office they hold.

Floor (as in “you have the floor”): when a member receives formal recognition from the Chair, s/he “has the floor” and is the only member entitled to make a motion or to speak.

General Consent: an informal method of disposing of routine motions by assuming unanimous approval unless objection is raised. Method: Are there any objections? Hearing none, the motion has passed.

Germane Amendment: an amendment relating directly to the motion to which it is applied.

Hearing: a meeting of the Commission for the purpose of listening to the views of an individual or of a particular group on a particular subject.

Hostile Amendment: an amendment that is opposed to the spirit or purpose of the motion to which it is applied.

In Order: permissible and right from a parliamentary standpoint, at the particular time.

Invariable in Wording: when a motion can be worded only one way and therefore is not subject to amendment, it is said to be invariable in wording.

Majority Vote: more than half of the number of legal votes cast for a motion.

Minutes: the legal record of the action of the Board (or any body) that has been approved by vote of the body.

Motion: a proposal submitted to the Board for its consideration and decision; it is introduced by the words, "I move...."

Objection: the formal expression of opposition to a proposed action.

Order of Business: the adopted order in which the business is presented to the meeting of the Board.

Out of Order: not correct, from a parliamentary standpoint, at the particular time.

Parliamentary Authority: the code of procedure adopted by the Board as its parliamentary guide and governing in all parliamentary situations not otherwise provided for in the Board's rules or Florida Statutes.

Pending Motion: sometimes referred to as Pending Question. Any motion that has been proposed and stated by the Chair for the Board's consideration and is awaiting decision by vote.

Precedence: the rank or priority governing the motion.

Precedent: a course of action that may serve as a guide or rule for future similar situations.

Proposal or Proposition: a statement of a motion of any kind for consideration and action.

Quorum: the number of persons that must be present at a meeting of the Board to enable it to act legally on business.

Recognition: acknowledgement by the Chair, giving a member sole right to speak.

Reconsider: to review again a matter previously disposed of, and to vote on it again, a motion to reconsider can be made at the same meeting day or at a future meeting.

Request: a statement to the Chair asking a question or some "right."

Rescind: to nullify or cancel a previous action.

Resolution: a formal motion, usually in writing, and introduced by the word "resolved," that is

presented to the Board for a decision.

Resolution of Thanks: a formal resolution given to a person(s) for a special service(s) from the Board.

Restricted Discussion: discussion on certain motions in which discussion is restricted to a few specified points.

Roll Call Vote: a recorded vote taken by calling the roll of the Commission.

Ruling: a pronouncement of the Chair that relates to the procedure of the Board.

Second: after a motion has been proposed, the statement "I second the motion" by another member who thus indicates his/her willingness to have the motion considered.

Seriatim: consideration by sections or paragraphs.

Standing Committees or Boards: committees or boards that have a fixed term and perform any work in its field assigned to it by the County or the Commissioners.

Statute: a law passed by the Legislature.

Tie Vote: a vote in which the affirmative and negative vote are equal on a motion. A motion receiving a tie vote is deemed denied, since a majority vote is required to take action.

Unanimous Consent: deciding a routine motion without voting on it. If anyone objects, a vote must be taken.

Unfinished Business: any business that is postponed definitely to a time certain.

Voice Vote: a vote taken by asking for the "ayes" and "nays". A person voting "aye" shall be in favor and a person voting "nay" shall be opposed. : "Aye" may never be used to vote in opposition.

COMMISSIONERS CODE OF CONDUCT

Commissioners shall be held to the same standard of conduct that is expected of the public and the staff during board meetings, workshops or any special meetings. The following Commissioner Code of Conduct shall be followed:

- a. Commissioners shall be recognized by the Chair before speaking, commenting or asking a question.
- b. Commissioners shall not interrupt or interfere with any person who has the floor.
- c. Commissioners shall at all times be respectful of other Commissioners, staff and members of the public. This shall include the tone, volume and context of what is being stated.
- d. Commissioners shall not engage in unprofessional debate with another Commissioners, staff or member of the public.
- e. Commissioners shall not display negative facial expressions or any other unprofessional behavior such as negative sounds.
- f. Commissioners shall not threaten another Commissioner, staff member or member of the public.
- g. A Commissioner that is called out-of-order shall refrain from debate or continuing to speak until recognized by the Chair to speak.
- h. A Commissioner that is declared out-of-order and does not comply with the Commissioner Code of Conduct is subject to a verbal warning from the Chair and if the behavior continues, is subject to removal from the meeting by the attending officer.
- i. Commissioners shall not interfere with day-to-day operations.
- j. Commissioners shall not directly make requests from Department Heads.



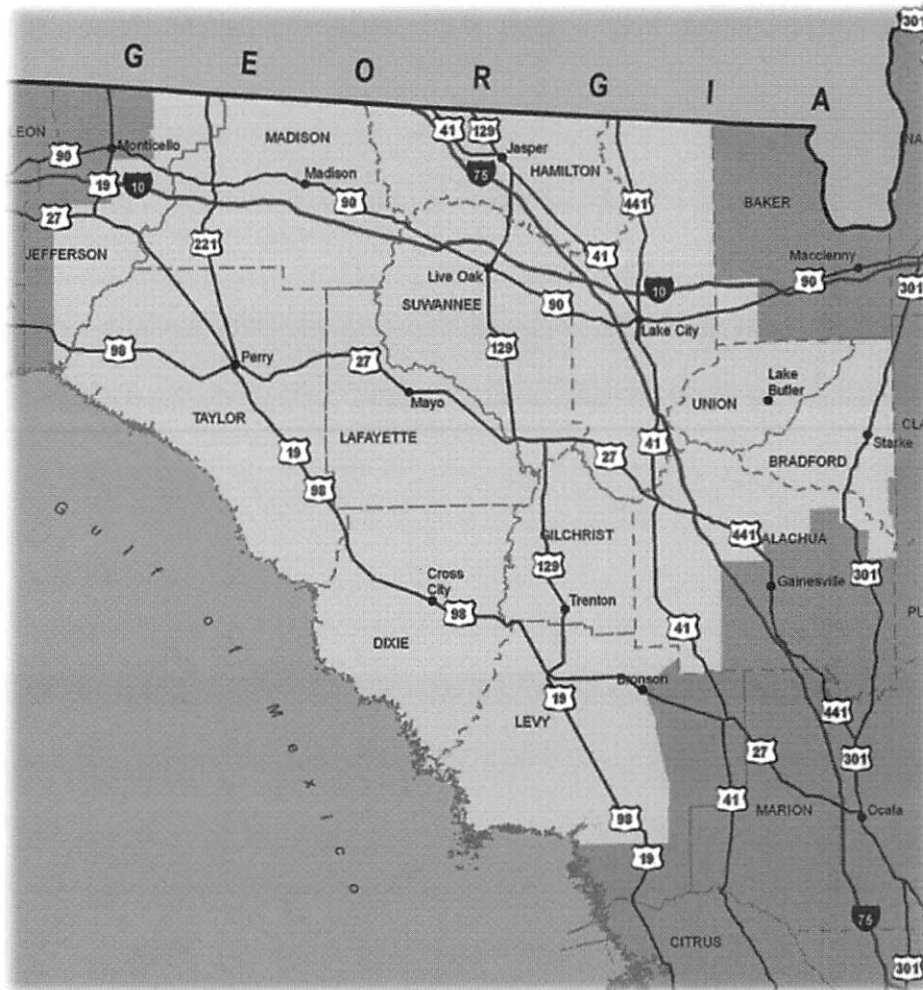
Taylor County Payment in Lieu of Taxes

Hugh Thomas

Executive Director

December 7, 2020

District Overview



Statistics:

- 7,640 square miles
- All or part of 15 counties in north-central Florida
- 13 river basins
- Population of 340,000

Areas of Responsibility:

- Water Supply
- Water Quality
- Flood Protection

Major Initiatives



- Springs Grants
- Alternative Water Supply Grants
- RIVER Grant Program
- Agricultural Cost-Share Programs
- Minimum Flows and Minimum Water Levels
- Water Supply Planning
- Water Quality Initiatives

Recent Projects within Taylor County



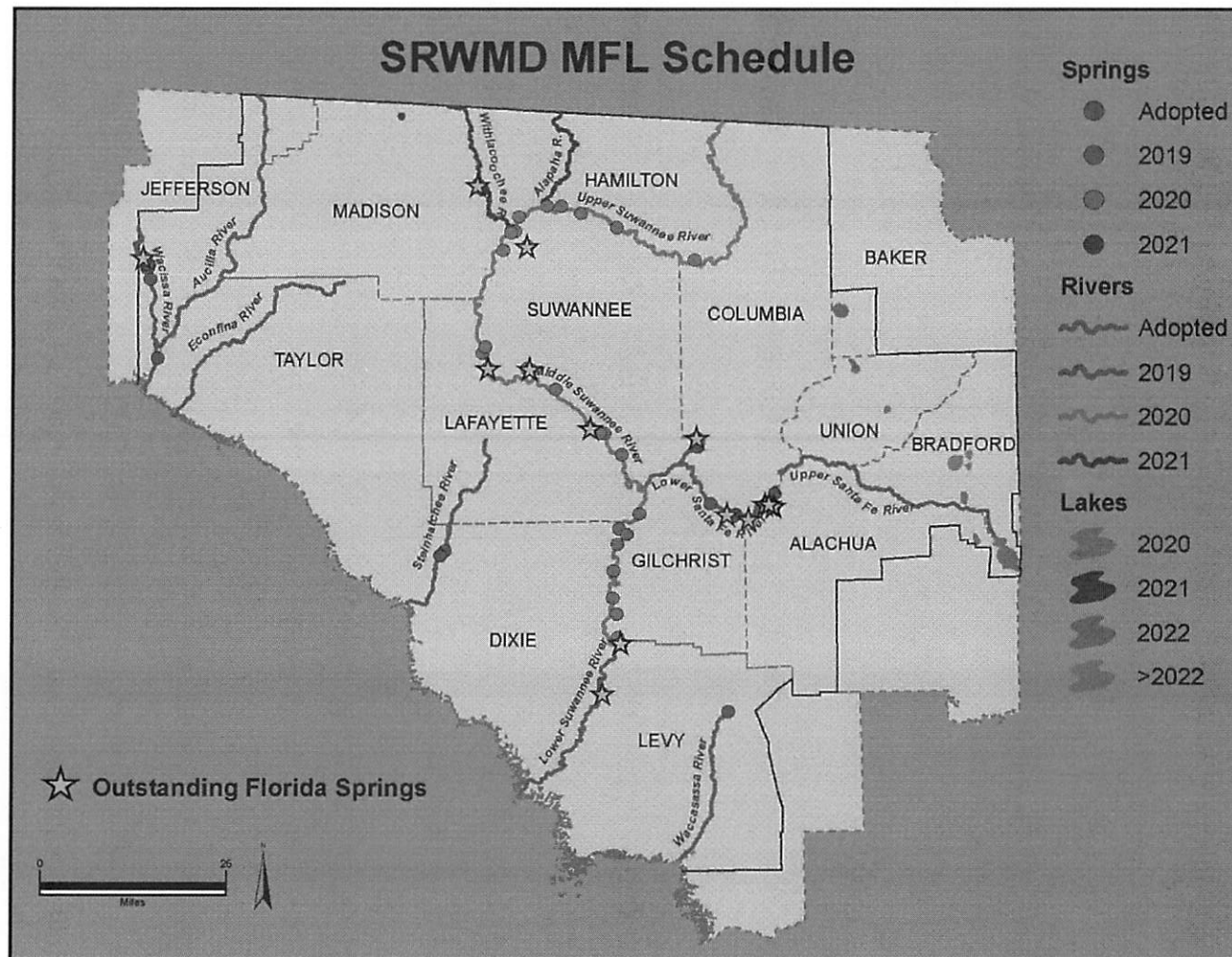
Restore Act Funding:

- Lower Suwannee National Wildlife Refuge
 - \$350,000
 - Hydrologic Restoration using RESTORE funding to protect the Lower Suwannee National Refuge.

RIVER Grants:

- Taylor Coastal Water and Sewer District Public Supply Efficiencies
 - \$100,000
 - Proposes to install 4 neighborhood master meters to monitor for system

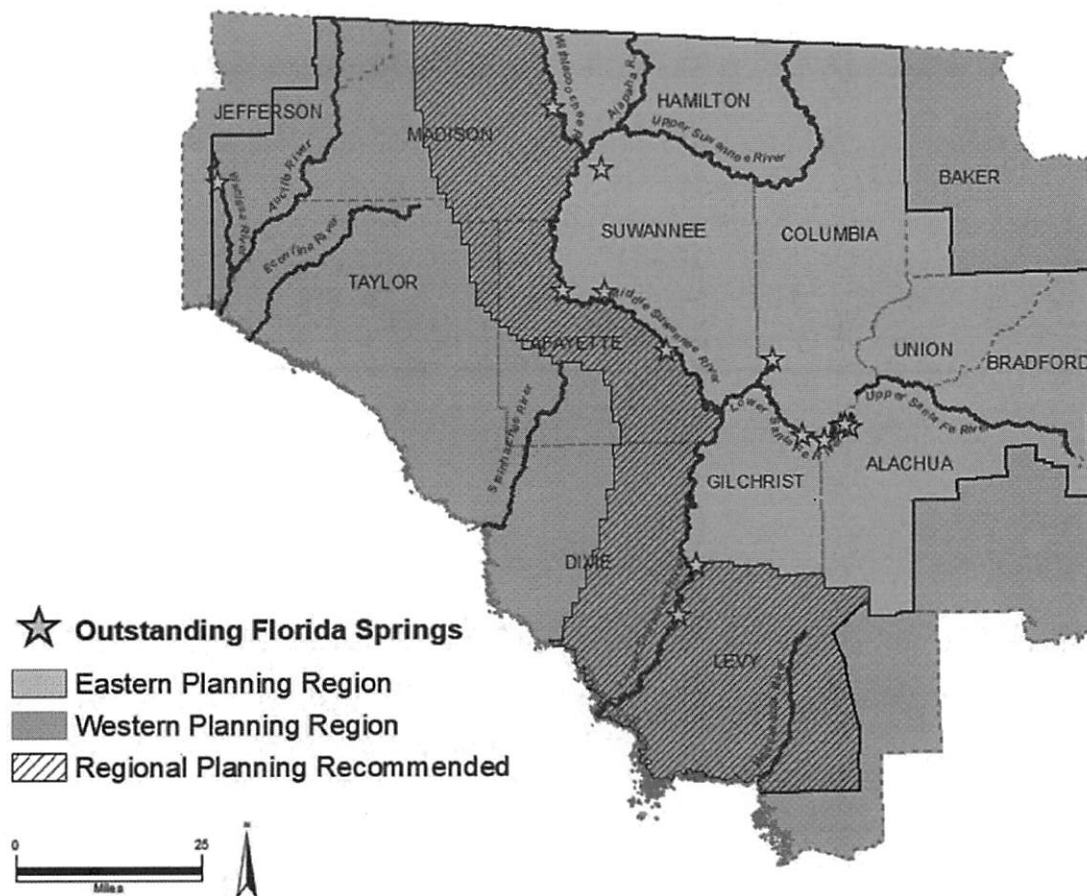
Minimum Flows and Minimum Water Levels



Water Supply Planning



SRWMD Planning



Water Supply Planning Timeline



Date	Type of Engagement
Ongoing	Project development and implementation to support existing plans
Summer - Fall 2020	Review of data (2014-2018) and projections (2020-2045) with stakeholders. Review the planning process with local governments new to planning
Fall 2020	Revise data and projections based on input
Winter 2020	Present analyses of projected growth in water demand and natural system constraints
Winter 2020 - Summer 2021	Solicit, develop and incorporate project options, including conservation, reuse, and alternative water supplies into the plan
Fall 2021	Present the findings of the planning process
Winter 2021	Routing planning documents for review

Water Quality Initiatives



- New nutrient reducing technology
- Septic to sewer
- Pilot new project concepts
- Improve the water quality monitoring network



Any questions?



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider appointments of two members to the Taylor County Development Authority Board.

MEETING DATE REQUESTED:

December 7, 2020

Statement of Issue: To fill two openings on the TCDA Board of Directors

Recommended Action: Appoint 2 members

Fiscal Impact:

Budgeted Expense:

Submitted By: Tisha Penny, TCDA Coordinator

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Applications
Board of Directors Roster
Copy of advertisement

tcdaperry@gmail.com

From: Blair Beaty <hilton.b.beaty@gmail.com>
Sent: Monday, October 5, 2020 10:59 AM
To: tcdaperry@gmail.com
Subject: TCDA Board vacancy

Greetings,

I would like to express my continued interest in in being a member of the TCDA board.

My email is: hilton.b.beaty@gmail.com

My phone number is: 850-509-4541

Respectfully yours,

Blair Beaty



TAYLOR COUNTY DEVELOPMENT AUTHORITY BOARD OF DIRECTORS APPLICATION

Applicants must be at least 18 years of age

Name: Blair Beaty

Phone: (850) 509-4541

Address: 3151 McHargue Rd Perry, FL 32348

Email: hilton.b.beaty@gmail.com

Applicant is:

- ☒ Yes / ☐ No A resident of Taylor County.
- ☒ Yes / ☐ No Able to attend all monthly board meetings.
- ☒ Yes / ☐ No Willing to complete a two or four year term, as applicable.
- ☒ Yes / ☐ No Willing to support TCDA's main goal of job creation
- ☒ Yes / ☐ No Willing to attend annual strategic planning sessions.

Please explain your interest in serving on the TCDA board:

Our county needs jobs. It would be an honor to work with the County Board of Commissioners and other local government in partnership with the private sector to solicit sustainable businesses to come to our county. Our citizens and future generations need wage earning jobs that allow them to raise families to live in and work in Taylor county, our city and county need the tax revenue for infrastructure. We have thousands of square feet of vacant retail space along the US 19/27 corridor that needs open businesses in them. We have an opportunity, space and a workforce. I would like the opportunity to bring in outside businesses.

Experience or qualifications:

Manager - Spears Small Engine & Tires Crawfordville, FL 1994-1999
USPS Carrier 1999-2004, Manager and Postmaster 2004-present. I work with Growth Management and the developers on addressing, mode of delivery and future phases of projects.
I have extensive experience with union labor negotiations, grievances. I also have experience with the EEOC, mediation and resolution process.

Other:

Member of the Taylor County Permitting Board

Blair Beaty
Signature

10/13/2020
Date

tcdaperry@gmail.com

From: DANIEL HUFFMASTER <huffmasterdan@hotmail.com>
Sent: Friday, October 30, 2020 3:15 PM
To: tcdaperry@gmail.com
Subject: TCDA Board of Directors
Attachments: DANIEL HUFFMASTER resume 1 1.docx

Hello, my name is Daniel Huffmaster. I'm the Director of Radiology at Doctors' Memorial Hospital. I'm very interested in serving on the TCDA in a Board of Directors Capacity. I have experience serving on numerous and various boards thru my career.

Being in a management roll for more than 20 years has allowed me to work with high level individuals from CEO's to physicians throughout my career. Having recently closed a 3-year-old business due to the pandemic, I have a keen understanding of the challenges business owners may face. My background in real-estate, owning multiple successful rental properties for many years, has helped me to understand some of the ins and out of real-estate investing and may be helpful in this roll.

As a resident of Taylor County for the last 8 years, I get excited about new businesses and industries coming to our county. I would love to serve on the TCDA board to not only be a part of this growth, but to serve the residents of our community.

My work resume is attached. Thank you for your consideration.

Daniel Huffmaster

Office: 850.584.0855
Cell: 251.604.2144

DANIEL HUFFMASTER, RT (R)
1599 Wright Rd.
Perry, Fl. 32347
(251) 604-2144
huffmasterdan@hotmail.com

Qualifications

ARRT registered Radiologic Technologist with 30 years' experience, 13 years in Radiology management. A hard working, compassionate professional with excellent business, people and leadership skills. A positive outlook, well respected by peers, employees and community. Experienced in radiology relocation, adding new revenue streams, equipment procurement, quality initiatives and fiscal management. Committed to quality healthcare and operational excellence.

Employment History

Doctors Memorial Hospital
333 N Byron Butler Pkwy
Perry, Fl. 32347

Dec 2012 – Present

Director of Imaging/Cardiopulmonary/Sleep Laboratory/Central Scheduling/ Marketing in a 48 bed rural hospital, supervising 24 FTE's. Responsibilities include: Evaluating, hiring, training, counseling, staff competency, staff productivity levels, suspension and termination of personnel. Updating policies and procedures, HCAHPS customer satisfaction, compliance with ACHA and all legal, regulatory and accrediting agencies. Growth and adding of new service lines. Patient safety, quality, PI, setting and monitoring budget and expenditures.

Notable accomplishments

- Cut Imaging budget by \$351k in 2 years with contract renegotiations in maintenance, isotope purchases, Radiologist and FTE reductions while increasing revenue by \$432k.
- Cut unnecessary over time by 30%.
- Reduced no shows in scheduling by 35%.
- Reduced back log in Mammography and Ultrasound.
- Reduced report turn around times by 15%.
- Lead a multi-disciplinary team to the most successful Breast Cancer Awareness Month in Hospital History.
- Introduced AIDET to hospital management team.
- Renegotiated Radiology Physician contract saving DMH \$174k.
- Cut over \$100k by renegotiating equipment maintenance contracts.
- Conceptualized and lead Ladies Night, Pink in the Park and the Virtual BCAM event.
- Added Direct Capture Radiology saving DMH over \$100k and reducing patient wait times.
- Introduced contrast usage to ECHO.
- Conceptualized and currently implementing Chest Pain Clinic to DMH emergency room.

Northside Hospital and Tampa Bay Heart Institute (HCA)
6000 49TH ST N

St. Petersburg, Fl. 33709

727.521.5192

Dec. 2007 – Feb 2010

Director of Diagnostic Imaging in a 288 bed for profit JCAHO Heart and Stroke certified hospital performing 80,000 exams per year. Supervising 50 FTE's in 7 departments to include General Radiology, CT (64 slice), MRI, Nuclear Medicine, Ultrasound, Interventional, Neuro Interventional and patient transport. Responsibilities include: Evaluating, hiring, training, counseling, staff competency, staff productivity levels, suspension and termination of personnel. Updating policies and procedures, HCAHPS customer satisfaction, compliance with JCAHO and all legal, regulatory and accrediting agencies. Patient safety, quality, PI, monitoring budget and expenditures. Proficient with McKesson PACS, GE PACS, Nova PACS, Nova RIS, Meditech, Medquest's Speech Q voice recognition, Power Scribe voice recognition, Smart, Host, Medibuy, Plus, Esaf, Epalm, Emar, Lawson and Microsoft Office Suite.

Notable accomplishments

- Implemented many successful Imaging Quality and safety Initiatives. Electronic Medication Administration Record, Department wide quality reviews, Radiation dose recognition and reduction program, Contrast questionnaire initiative, reduction of adverse events and more.
- Improved Imaging/ED turnaround time by 30%.
- Grew CT and MRI volume by 30% and 20% respectively in an area of zero population growth.
- First department in hospital to beat system top box on HCAHPS patient satisfaction scores growing imaging patient satisfaction 15%.
- Grew employee satisfaction by 32%.
- Highest 1 year departmental (CT) employee satisfaction increase in hospital at 33%.
- Saved over \$615,000 in first year and \$200,000 in second year by cutting contract labor, overtime and unnecessary PRN hours.
- Implemented various programs and projects in the Imaging departments to include: 64 Slice CT to triage chest pain patients in the Emergency Department, Uterine Fibroid Embolization in Interventional Radiology, established Neuro Interventional Radiology Program, I-stat/CT program, PACS and Voice recognition.
- Passed all JCAHO, QRS and State inspections.

North Baldwin Infirmary

Bay Minette, Al.

251.937.5521

Sept. 2003 - Jan 2007

As Director of Radiology/PACS Administrator, supervised various modalities including X-Ray, Fluoroscopy, Bone Density, Mammography, Ultrasound, Echocardiograms, Nuclear Medicine, CT and MRI. Responsible for policies, procedures, regulatory issues, process improvement, staff scheduling, training, performance management evaluations, performance improvement, annual assessments, revenue, expense, budget, marketing, patient satisfaction, equipment ROI and procurement. Worked closely with small and large Radiology groups. Excellent physician and staff relations skills. Knowledgeable in all modalities. Familiar with NQF, P4P, FDA, MQSA, Accreditation and Utilization Management.

Notable accomplishments

- Grew department 12% per year while community grew at 3% per year.
- Reduced expenses every year.
- Reversed a four year stagnate revenue trend in Mammography, grew revenue 50%.
- Implemented Bone Densitometry, PACS, RIS and CR.
- Chaired a committee of hospital employee's to the hospitals most successful Women's Health and Wellness Fair three years running.

Madigan Army Medical Center

Tacoma, WA 98431

253.968.2110

Dec. 1989 – June 2003

As Lead Tech, disseminated procedural exams in radiology. Handled customer and staff complaints. Scheduled daily work assignments. Assisted users of Computed and Direct Radiography equipment. Worked in Emergency Room, Surgery, Fluoroscopy, Quality Control, PACS, RIS and MDIS.

5th General Hospital and 9th Medical Detachment (Germany)

A.P.O., New York 09176

Oct. 1986 - Oct. 1989

Lead Radiographer,

As the SPCIC (Specialist In Charge), responsible for the day to day operations of the clinical radiology department. QA, QC and general maintenance. Emergency, Fluoroscopy, Ortho, Surgery, General Radiography.

Education:

Faulkner College

Bay Minette, Al. 36509

2011-Present

St. Petersburg College

Seminole, Fl. 33772

2010-2010

Pierce College

Lakewood, WA

1998-1999

Tacoma Community College

1992 - 1992

Academy of Health Sciences

Ft. Sam Houston, TX

1986 – 1986

Theodore High School
Theodore, Alabama
Graduated, 1985

Military Achievements:

Active Duty: Oct. 1985 – Oct. 1989

Honorable Discharge

Decorations:

Army Service Ribbon
Good Conduct Medal
Oversees Service Ribbon
Army Achievement Medal

Community Service

Volunteer	Tampa Bay Heart Walk (2009)
Volunteer	Sun Coast Sea Bird Sanctuary (2008-2009)
President	Bay Minette Kiwanis Club (2005-2007)
Board of Directors	American Cancer Society, Baldwin County (2006-2007)
Board of Directors	Bay Minette Chamber of Commerce (2006-2007)
Board of Directors	Breast Cancer Awareness Walk (2004-2006)
Chairman	Women's Health and Wellness Fair (2004-2006)
Member	Bay Minette Planning Commission (2004-2007)

tcdaperry@gmail.com

From: James Reed <jrgodman@yahoo.com>
Sent: Tuesday, January 28, 2020 2:00 PM
To: tcdaperry@gmail.com
Subject: Letter of Interest
Attachments: TCDA LOI.pdf

Please find the attached regarding my interest in serving on the TCDA Board of Directors

James "J.R." Reed
Executive Chef / Owner
Mama's Italian Family Restaurant
2275 S. Byron Butler Pkwy Perry, FL 32348 Phone 850-223-1109
jrgodman@yahoo.com

TCDA

403 E Ellis St Perry, FL 32347

Dear **TCDA** and all interested parties

I would like submit my interest in joining you to serve on the Board of Directors for the
Taylor County Development Authority.

Warm regards,

James JR Reed
EXECUTIVE CHEF/ OWNER

Mama's Italian Family Restaurant



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

TAYLOR COUNTY DEVELOPMENT AUTHORITY BOARD OF DIRECTORS APPLICATION

Applicants must be at least 18 years of age.

Name: James "JR" Reed
Address: 408 Manilla Ave
Perry, FL 32347

Phone: 850-843-6119
Email: jrgodman@yahoo.com

Applicant is:

- ☒ Yes / ☐ No A resident of Taylor County.
- ☒ Yes / ☐ No Willing to attend all board meetings.
- ☒ Yes / ☐ No Willing to complete a two or four year term, as applicable.
- ☒ Yes / ☐ No Willing to support TCDA's main goal of job creation.
- ☒ Yes / ☐ No Willing to attend strategic planning sessions.

Please explain your interest in serving on the TCDA board:

My interest lies in serving Taylor County Development Authority to improve the overall quality of life in Taylor County attracting new business, development, industry, housing, hospitality, retail, and infrastructure in order to create jobs and a stronger local economy for generations to come.



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

Experiences or qualifications:

Proven successful local business owner with 30+ years in hospitality development and management. Strong corporate experience with Hard Rock Café International.

Other:

James A. Reed

Signature

Date 02/02/2020

tcdaperry@gmail.com

From: James Reed <jrgodman@yahoo.com>
Sent: Tuesday, January 28, 2020 2:00 PM
To: tcdaperry@gmail.com
Subject: Letter of Interest
Attachments: TCDA LOI.pdf

Please find the attached regarding my interest in serving on the TCDA Board of Directors

James "J.R." Reed
Executive Chef / Owner
Mama's Italian Family Restaurant
2275 S. Byron Butler Pkwy Perry, FL 32348 Phone 850-223-1109
jrgodman@yahoo.com

TCDA

403 E Ellis St Perry, FL 32347

Dear **TCDA** and all interested parties

I would like submit my interest in joining you to serve on the Board of Directors for the
Taylor County Development Authority.

Warm regards,

James JR Reed
EXECUTIVE CHEF/ OWNER

Mama's Italian Family Restaurant

tcdaperry@gmail.com

From: Jennifer Shoplak <jlshoplak@gmail.com>
Sent: Friday, January 24, 2020 11:02 AM
To: tcdaperry@gmail.com
Subject: Board Position

Hello,

I am interested in the opportunity to serve on the Taylor County Development Authority Board. I am a Taylor county resident with the ability to use many different electronic devises to send and receive email and I can attend meetings/special events.

My background includes prior volunteer positions as President, Treasurer, Secretary and Member with organizations such as PTA, Accountant Lawyer Alliance, and a Georgia Bulldog rescue. I have been an accountant for over 20 years with a focus on tax law and resolution.

I feel it is a responsibility of residents to be involved in the betterment of their community. As a candidate for Taylor County Development Authority, I believe I can contribute my strengths to work in harmony with the business climate and public interests.

I appreciate your time in consideration of my interest. You may contact me on my cell at 616-826-8821 or via email jlshoplak@gmail.com

Thank you,
Jennifer Shoplak



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

TAYLOR COUNTY DEVELOPMENT AUTHORITY BOARD OF DIRECTORS APPLICATION

Applicants must be at least 18 years of age.

Name: Jennifer Shoplak

Phone: 616-826-8821

Address: 4180 Olan Davis Rd

E-Mail: jlshoplak@gmail.com

Perry, FL 32347

Applicant is:

- ☒ Yes / ☐ No A resident of Taylor County.
- ☒ Yes / ☐ No Willing to attend all board meetings.
- ☒ Yes / ☐ No Willing to complete a two or four year term, as applicable.
- ☒ Yes / ☐ No Willing to support TCDA's main goal of job creation.
- ☒ Yes / ☐ No Willing to attend annual strategic planning sessions.

Please explain your interest in serving on the TCDA board:

I feel it is a responsibility of residents to be involved in the betterment of their community

As a candidate for the Taylor County Development Authority, I believe I can contribute

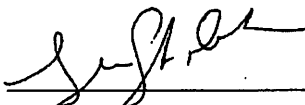
strengths to work in harmony with the business climate and public interest.

Experiences or qualifications:

My prior volunteer positions include President, Treasurer, Secretary and Member with organizations such as PTA, Accountant Lawyer Alliance and Georgia Bulldog Rescue.

As an accountant with over 20 years experience in tax law and resolution, I am familiar with regulation and law research.

Other:


Signature

01/24/20
Date



NORTH FLORIDA'S RISING STAR

**BE A PART OF TAYLOR COUNTY'S
DEVELOPMENT FOR SUCCESS!**

THE TAYLOR COUNTY DEVELOPMENT AUTHORITY

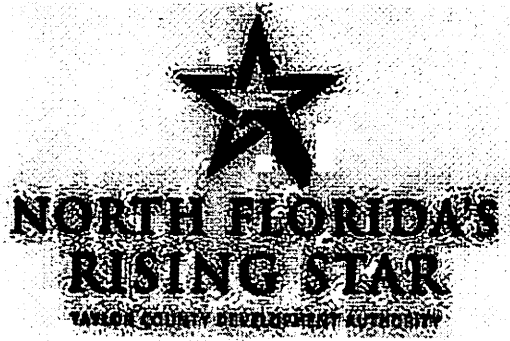
**is currently accepting
applications to serve
on the organization's
Board of Directors**

**TCDA strives to advance economic
development by providing an environment for
new and existing businesses to grow and
succeed.**

Board candidate requirements include:

- **Taylor County Resident.**
- **Accessibility to an electronic device in order to receive and send email.**
- **Attend monthly TCDA meetings, Board of County Commission meetings, and special events.**

**Interested candidates are cordially
invited to submit letters of interest to
the TCDA at: tcdaperry@gmail.com
by 5:00 pm October 30th, 2020.**



Board of Directors

Wallace	Holmes	- Chairman	Don	Everett	- Vice Chairman
John	Hart	- Treasurer	Matt	Eckel	- Secretary
John	Singer				

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Request for 4-H Funds to be released for the 2020-2021 budget year to the Taylor County 4-H Foundation



MEETING DATE REQUESTED:

December 7, 2020

Statement of Issue: To approve the 4-H Foundation Review and release funding for 2020-2021 budget year of \$10,881.00.

Recommended Action: To request for 4-H Funds, received from the County, to be released to the Taylor County 4-H Foundation (\$10,881.00).

Fiscal Impact: \$10,881.00 that supports 4-H Programming in Taylor County.

Budgeted Expense: N/A

Submitted By: Lori Wiggins, Taylor County Extension Director

Contact: 850-838-3508

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: For the Taylor County Board of County Commissioners to receive and approve the 4-H Foundation Review conducted by Certified Public Accountant, Richard A. Glover, CPA, PA.

Options:

Attachments: see attached Review for the 2019-2020 budget year.

TAYLOR COUNTY 4-H FOUNDATION, INC.

PERRY, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

TAYLOR COUNTY 4-H FOUNDATION, INC.

CONTENTS

	PAGE
INDEPENDENT ACCOUNTANT’S REVIEW REPORT	3-4
STATEMENT OF FINANCIAL POSITION	5
STATEMENT OF ACTIVITIES	6
STATEMENT OF CASH FLOWS	7
NOTES TO FINANCIAL STATEMENTS	8-11

RICHARD A. GLOVER, CPA, PA

Certified Public Accountant

Post Office Box 12612

Tallahassee, Florida 32317

Telephone (850) 510-4300

Fax (850) 422-1044

Independent Accountant's Review Report

The Board of Directors
Taylor County 4-H Foundation, Inc.
Perry, Florida

We have reviewed the accompanying financial statements of Taylor County 4-H Foundation, Inc. (a nonprofit organization) which comprise of the statement of financial position as of September 30, 2020, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of the Organization's management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Richard A. Glover, CPA, PA

Richard A. Glover, CPA, PA
Tallahassee, Florida
November 20, 2020

TAYLOR COUNTY 4-H FOUNDATION, INC.
STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2020

ASSETS	
CURRENT ASSETS	
Cash	\$ 45,411
Investments	<u>43,301</u>
Total Current Assets	88,712
PROPERTY AND EQUIPMENT – NET	<u>0</u>
TOTAL ASSETS	<u><u>\$ 88,712</u></u>
LIABILITIES AND NET ASSETS	
CURRENT LIABILITIES	<u>\$ 0</u>
NET ASSETS	
Temporarily Restricted	<u>88,712</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 88,712</u></u>

The accompanying notes are an integral part of these financial statements.

**TAYLOR COUNTY 4-H FOUNDATION, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

TEMPORARILY RESTRICTED SUPPORT & REVENUE

Backpack Program	\$ 9,451
Horse & Livestock	6,000
Other Donations & Revenue	1,915
Youth Camps and Clubs	2,977
Food Nutrition Programming	653
Taylor County Board Donation	10,881
Unrealized Gain On Investments	<u>1,797</u>
Total Support and Revenue	<u>33,674</u>

EXPENSES

Program Services	
County Funds	11,310
Other Program Expenses	<u>6,468</u>
Total Expenses	<u>17,778</u>

Change in Temporarily Restricted Net Assets	15,896
Temporarily Restricted Net Assets, Beginning of Year	<u>72,816</u>
Temporarily Restricted Net Assets, End of Year	<u><u>\$ 88,712</u></u>

The accompanying notes are an integral part of these financial statements.

TAYLOR COUNTY 4-H FOUNDATION, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Cash Flows From Operating Activities	
Increase (Decrease) in Net Assets	\$ 15,896
Adjustments to Reconcile Change:	
Unrealized Gain on Investments	(1,797)
Withdrawals from Investment Funds	<u>1,500</u>
Net Cash Provided in Operating Activities	<u>15,599</u>
Net Increase in Cash and Cash Equivalents	15,599
Cash and Cash Equivalents at Beginning of Year	<u>29,812</u>
Cash and Cash Equivalents at End of Year	<u><u>\$ 45,411</u></u>

The accompanying notes are an integral part of these financial statements.

**TAYLOR COUNTY 4-H FOUNDATION, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

The Taylor County 4-H Foundation, Inc. (Organization) was organized to extend agricultural education to rural youth by organizing boys and girls clubs and through “learning by doing”.

Basis of Accounting

The Organization’s books are maintained on the accrual basis of accounting.

Basis of Presentation

In accordance with accounting principles generally accepted in the United States of America, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted assets.

Cash Equivalents

The Organization considers all unrestricted highly liquid investments with an original maturity of three months or less to be cash equivalents.

Income Taxes

The Organization is exempt from state and federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, no provision for income taxes has been recorded.

A Form 990, Return of Organization Exempt From Income Tax, is filed each year.

Property and Equipment

Property and equipment are recorded at cost. Contributed assets are reported at fair market value as of the date received. Additions, improvement, and other capital outlays that exceed a threshold of \$500 and which significantly extend the useful life of the asset are capitalized. All property and equipment are depreciated using the straight-line method over the estimated lives of the assets.

TAYLOR COUNTY 4-H FOUNDATION, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumption that affect certain reported amounts and disclosures. Actual results may differ from these estimates.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expenses were \$600 for the year ended September 30, 2020.

Donated Materials and Services

Donated materials and equipment are reflected as contributions in the accompanying statements at their estimated values at date of receipt. No amounts have been reflected in the statement for donated services, as no objective basis is available to measure the value of such services; however, a substantial number of volunteers have donated significant amounts of their time in the Organization's program services.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities.

The origin of the investments were a donation from Taylor County Community Friends upon the dissolution of the Not-For-Profit organization.

NOTE 2 – DESIGNATED CURRENT ASSETS

The Organization's operating funds are listed as cash in the current assets and are encumbered funds for current 4H programming and backpack programming. The funds are designated, as follows:

Current 4H Programming Funds	\$ 29,487
Backpack Programming Funds	<u>15,924</u>
Total Cash	<u>\$ 45,411</u>

**TAYLOR COUNTY 4-H FOUNDATION, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

NOTE 3 – PROPERTY AND EQUIPMENT

The Organization's fixed assets at September 30, 2020, consist of the following:

Data Processing Equipment	\$ 1,904
Less Accumulated Depreciation	<u>(1,904)</u>
Net Book Value	<u><u>\$ 0</u></u>

NOTE 4 –FAIR VALUE INSTRUMENTS

The fair value measurements and levels within the fair value hierarchy of these measurements for the assets reported at fair value on a recurring basis at September 30, 2020 are as follows:

<u>Description</u>	<u>Fair Value</u>	<u>Significant Observable Inputs Level 1</u>
Mutual Funds	<u>\$43,301</u>	<u>\$43,301</u>

NOTE 5 – RESTRICTED AND UNRESTRICTED REVENUE

Donations or grants that are not specified by the donor on how or where the Organization is to use the given revenue is considered to be unrestricted. The contribution will appear on the statement of activities as unrestricted revenue and will appear on the statement of financial position as an asset and will increase unrestricted net assets. Being unrestricted, the Organization can then use the donation for whatever purpose it sees fit to achieve its stated mission.

Donations or grants earmarked for a specific purpose, such as a specific program operating within the Organization is considered to be temporarily restricted. In these cases, the donation is recorded as temporarily restricted revenues on the statement of activities and will appear as an asset on the statement of financial position. These donations are temporarily restricted because they have a specific purpose for which they must be used within an expected amount of time.

TAYLOR COUNTY 4-H FOUNDATION, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

NOTE 6 – SUBSEQUENT EVENTS

On January 30, 2020, the World Health Organization (“WHO”) announced a global health emergency because of a new strain of coronavirus originating in Wuhan, China (the “COVID-19 outbreak”) and the risks to the international community as the virus spreads globally beyond its point of origin. In March 2020, the WHO classified the COVID-19 outbreak as a pandemic, based on the rapid increase in exposure globally.

The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on the Organization’s financial condition, liquidity, and future results of operations. Management is actively monitoring the global situation on its financial condition, liquidity, operations, suppliers, industry, and workforce. Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, the Organization is not able to estimate the effects of the COVID-19 outbreak on its results of operations, financial condition, or liquidity for the year ended September 30, 2020.

The Organization’s 4-H activities are predominately implemented through hands-on and face-to-face learning opportunities (learning by doing) for youth such as summer camps, fundraising sales, and overnight camping trips. In March 2020, the University of Florida responsibly required the organization to cancel all or most of such activities and modify the outreach programs to virtual learning and communications, which reduced both general and fundraising revenue and related expenses. Although some programs have resumed operations near a normal level, many remain virtual and are expected to remain so in the foreseeable future, which will continue to have an adverse effect on finances and fulfilling the overall mission of the Organization.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Requesting approval of EMS County Grant Application, Resolution, and Request For Grant Fund Distribution to be submitted to the Florida Department of Health EMS County Grant Program.

MEETING DATE REQUESTED:

December 7, 2020

Statement of Issue: The County is eligible to submit grant application up to the amount of \$2,475.00 which must be used for pre-hospital emergency response medical equipment and/or applicable supplies.

Recommended Action: Approve EMS County Grant Application, Resolution, and Request For Grant Fund Distribution.

Fiscal Impact: \$2,475 to the County to be used only for pre-hospital emergency response supplies and equipment. There is no match required.

Budgeted Expense: An estimated grant amount is included in the 2020-2021 budget.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to receive a grant up to \$2,475 to be used for pre-hospital emergency response equipment or supplies. Taylor County Fire & Rescue has requested the funds be used for the purchase of CPR devices.

Attachments: EMS County Grant Application, Resolution, and Request For Grant Fund Distribution



FLORIDA DEPARTMENT OF HEALTH
Emergency Medical Services Section
EMS County Grant Application

ID Code (The State EMS Program will assign the ID Code – leave this blank) _____

1. County Name: Taylor County Board of County Commissioners

Business Address: 201 E. Green Street

Perry, Florida 32347

Telephone: 850-838-3500

Federal Tax ID Number (Nine Digit Number): VF 59-6000879

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the county shall comply fully with the conditions outlined in the Florida EMS County Grant Application.

Signature:

Date: December 7, 2020

Printed Name: Thomas Demps

Position Title: Chairman

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)

Name: Melody Cox

Position Title: Grant Writer

Address: 201 E. Green Street

Perry, Florida 32347

Telephone: 850-371-0377

Fax Number: 850-838-3501

Email Address: melody.cox@taylorcountygov.com

4. Resolution: Attach a resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures. We cannot process for funds without this resolution.

5. Organization List: Complete a budget page(s) for each organization, which at your option you will provide funds. List the organization(s) below. (Use additional pages if necessary)

Taylor County Fire and Rescue Services

BUDGET PAGE**A. Salaries and Benefits:**

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
TOTAL Salaries =	\$ 0.00
TOTAL FICA & Other Benefits =	
Total Salaries & Benefits =	\$ 0.00

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	Amount
ResQPOD ITD 16 (3 @ \$110.40 each)	331.20
Total Expenses =	\$ 331.20

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
ResQCPR System Resqpump Acd-CPR Device (2 @ \$1,008.90 each)	2,017.80
ResQCPR Carry Case (2 @ \$63.00 each)	126.00
Total Vehicles & Equipment =	\$ 0.00
Grand Total =	\$ 2,475.00

FLORIDA DEPARTMENT OF HEALTH
EMERGENCY MEDICAL SERVICES (EMS) GRANT UNIT

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of section 401.113(2) (a), *Florida Statutes*, the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:

The county name, address, and corresponding federal ID number must be in the state MyFloridaMarketPlace (MFMP) system. A finance person in your organization who does business with the state must provide these.

Name of County: Taylor County Board of County Commissioners

Mailing Address: P.O. Box 620

Perry, Florida 32348

Federal 9-digit Identification number: 59-6000879 3-digit seq. code 031

Authorized County Official: _____ December 7, 2020
Signature Date

Thomas Demps, Chairman
Type or Print Name and Title

Sign and return this page with your application to:

Florida Department of Health
Emergency Medical Services Unit, Grants
4052 Bald Cypress Way, Bin A-22
Tallahassee, Florida 32399-1722

Do not write below this line. For use by State Emergency Medical Services Section

Grant Amount for State to Pay: \$ _____ Grant ID: Code: _____

Approved By: _____
Signature of State EMS Unit Supervisor Date

Approved By: _____
Signature of Contract Manager Date

State Fiscal Year: 2020-2021

<u>Organization Code</u>	<u>E.O.</u>	<u>OCA</u>	<u>Object Code</u>	<u>Category</u>
64-61-70-30-000	05	SF005	751000	059998

Federal Tax ID: VF _____ Sequence Code: _____

Grant Beginning Date: _____ Grant Ending Date: _____



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk ad Interim
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Upon motion of Commissioner _____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

WHEREAS, THE STATE OF FLORIDA, DEPARTMENT OF HEALTH HAS ESTABLISHED THE COUNTY EMERGENCY MEDICAL SERVICES GRANT PROGRAM, AND;

WHEREAS, TAYLOR COUNTY BOARD OF COMMISSIONERS IS ELIGIBLE TO RECEIVE AN AWARD UNDER THIS PROGRAM, TO IMPROVE THE COUNTY'S PRE-HOSPITAL EMERGENCY MEDICAL SERVICES SYSTEM;

THEREFORE BE IT RESOLVED, THAT THE TAYLOR COUNTY BOARD OF COMMISSIONERS CERTIFIES THAT GRANT FUNDS RECEIVED FROM THE COUNTY EMERGENCY MEDICAL SERVICES AWARD WILL IMPROVE AND EXPAND PRE-HOSPITAL EMERGENCY MEDICAL SERVICES AND THE GRANT MONIES WILL NOT BE USED TO SUPPLANT EXISTING COUNTY EMERGENCY MEDICAL SERVICES BUDGET ALLOCATIONS.

DONE AND ORDERED IN REGULAR SESSION AT PERRY, FLORIDA THIS 16TH DAY OF OCTOBER 2018, A.D.

*Board of County Commissioners
Taylor County, Florida*

Attest: _____
Gary Knowles, Clerk ad Interim

By: _____
Thomas Demps, Chairman

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:


COMMISSIONERS TO CONSIDER APPROVAL OF A LOCAL AGENCY PROGRAM AGREEMENT TO CONSTRUCT A SIDEWALK ALONG OLD DIXIE HIGHWAY AND TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CHAIRPERSON TO ACCEPT SUCH AGREEMENT ON BEHALF OF THE COMMISSION.

MEETING DATE REQUESTED:

December 7, 2020

Statement of Issue:

Board to consider approval of a Local Agency Program Agreement with the Florida Department of Transportation (FDOT) to construct a sidewalk along Old Dixie Highway from Southside Park on Plantation Road to Jefferson Street.

Recommended Action: Approve the Local Agency Program Agreement with FDOT to construct a sidewalk along Old Dixie Highway from Southside Park on Plantation Road to Jefferson Street and adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2020/21 - \$0.00

Budgeted Expense: N/A

Submitted By: ENGINEERING DEPARTMENT

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners approved a request received from FDOT on July 17, 2018 regarding a proposed Local Agency Program (LAP) project to construct a sidewalk along Old Dixie Highway from Southside Park on Plantation Road to Jefferson Street. The agreement obligated Taylor County to manage a FDOT selected design consultant, develop the bid package and select the construction contractor. That agreement also obligated Taylor County to advertise, award and manage the construction contract once selection is approved by FDOT. Subsequently, FDOT decided against executing that all-inclusive agreement and rather elected to separate the various phases originally included in the first agreement and forwarded a subset agreement covering just the design phase of the project. That agreement solely obligated Taylor County to manage the FDOT selected design consultant, Element Engineering, develop the bid package and select the construction contractor. Design of the project is complete and the bid package will soon be brought before the Board for approval to advertise.

On December 2, 2020, we received a third agreement addressing just the construction phase of the Local Agency Project process. Under the terms of this agreement, Taylor County is responsible to advertise, award and manage the construction contract once selection is approved by FDOT. Construction of the project is required to be completed no later than December 31, 2022 with construction funding being provided by FDOT.

Staff recommends that the Board accept the Local Agency Program Agreement with FDOT to construct the Old Dixie Highway sidewalk. Further, Staff also recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Options:

- 1) Accept and approve the Local Agency Program Agreement and adopt a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.

Attachments:

Local Agency Program Agreement
Authorizing Signature Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 1 of 15

FPN: <u>435683-2-58-01</u>	FPN: <u>435683-2-68-02</u>	FPN: _____
Federal No (FAIN): <u>D219-135-B</u>	Federal No (FAIN): <u>D219-135-B</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>TALL</u>	Fund: <u>TALL</u>	Fund: _____
Org Code: <u>55024010206</u>	Org Code: <u>55024010206</u>	Org Code: _____
FLAIR Approp: <u>088718</u>	FLAIR Approp: <u>088718</u>	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: <u>780000</u>	FLAIR Obj: _____
County No: <u>38 (Taylor)</u>	Contract No: _____	
Recipient Vendor No: <u>F596000879041</u>	Recipient DUNS No: <u>065887796</u>	
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

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

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in construction and oversight of construction of adding a sidewalk on Old Dixie Hwy from Southside Park to SR55(Jefferson St), as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 429,298.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$429,298.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 2 of 15

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 3 of 15

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 4 of 15

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

6. Department Payment Obligations:

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

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

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

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

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 5 of 15

- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I", State Funds Addendum**, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 6 of 15

claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

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

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 7 of 15

- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 8 of 15

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

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

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 9 of 15

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

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

12. Compliance with Conditions and Laws:

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

13. Performance Evaluations:

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

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 10 of 15

Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

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

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 11 of 15

- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

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

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 12 of 15

Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 13 of 15

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 14 of 15

- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- Exhibit C: Title VI Assurances
- Exhibit D: Recipient Resolution
- Exhibit E: Federal Financial Assistance (Single Audit Act)
- Exhibit F: Contract Payment Requirements
- * Exhibit G: FHWA Form 1273
- * Exhibit H: Alternative Advance Payment Financial Provisions
- * Exhibit I: State Funds Addendum
- * Exhibit J: State Financial Assistance (Florida Single Audit Act)
- * Exhibit K: Advance Project Reimbursement
- * Exhibit L: Landscape Maintenance
- * Exhibit M: Roadway Lighting Maintenance
- * Exhibit N: Traffic Signal Maintenance
- * Exhibit O: Terms and Conditions of Construction in Department Right-of-Way
- * Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 15 of 15

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

RECIPIENT Taylor County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Greg Evans
Title: District Secretary

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC - 12/18
Page 1 of 1

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 435683-2-58-01 & 435683-2-68-02

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

Taylor County (the Recipient)

PROJECT LOCATION:

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

PROJECT LENGTH AND MILE POST LIMITS: 1.450 mile; Roadway id:38652000; Begin MP: 1.743; End MP: 3.193

PROJECT DESCRIPTION: Construction and oversight of construction of adding a sidewalk on Old Dixie Hwy from Southside Park to SR55(Jefferson St)

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

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

- a) Study to be completed by
- b) Design to be completed by
- c) Right-of-Way requirements identified and provided to the Department by
- d) Right-of-Way to be certified by
- e) Construction contract to be let by 04/30/2021
- f) Construction to be completed by 05/31/2022

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

SPECIAL CONSIDERATIONS BY DEPARTMENT: Taylor County will provide project management of the Construction, Engineering, and Inspection (CEI) contract that has been procured by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-408
 PROGRAM MANGEMENT
 OGC - 10/18
 Page 1 of 1

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Taylor County 201 East Green Street Perry, FL 32347-2737	FINANCIAL PROJECT NUMBER: 435683-2-58-01 & 435683-2-68-02
--------------------------------------------------------------------------------------------------	-----------------------------------------------------------

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2021 (TALL)	\$ 422,798.00	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 422,798.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2021 (TALL)	\$ 6,500.00	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 6,500.00	\$ 0.00	\$ 0.00	\$ 0.00
()				
FY: ()	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 429,298.00	\$ 0.00	\$ 0.00	\$ 0.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Cassandra Lamey
 District Grant Manager Name

 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40C
PROGRAM MANAGEMENT
OGC- 10/18
Page 1 of 2

Exhibit "C"
TITLE VI ASSURANCES

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40C
PROGRAM MANAGEMENT
OGC- 10/18
Page 2 of 2

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

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

- (6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40D
PROGRAM MANAGEMENT
OGC – 10/18
Page 1 of 1

EXHIBIT “D”

RECIPIENT RESOLUTION

The Recipient’s Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40E
PROGRAM MANAGEMENT
10/18
Page 1 of 1

EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$429,298.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

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

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

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

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

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

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

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

EXHIBIT "F"

CONTRACT PAYMENT REQUIREMENTS

**Florida Department of Financial Services, Reference Guide for State Expenditures
*Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: 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 or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

EXHIBIT "G"

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

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

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

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

RESOLUTION NO. _____

Old Dixie Highway Sidewalk - Signature Authorization

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Local Agency Program Agreement to construct a sidewalk along Old Dixie Highway from Southside Park on Plantation Road to Jefferson Street in Taylor County, and

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
THOMAS DEMPS, Chairperson

ATTEST:

GARY KNOWLES, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider approval of request for Certificate of Public Convenience and Necessity (COPCN) for Century Ambulance Service.

MEETING DATE REQUESTED:

December 7, 2020

Statement of Issue: For response to Emergency Medical Service Calls

Recommended Action: Approve

Fiscal Impact:

Budgeted Expense:

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext, 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Century Ambulance Service has requested that the Board issue a Certificate of Public Convenience and Necessity effective December 8, 2020 as an additional provider to Taylor County in order to provide support to Doctors Memorial Hospital Emergency Medical Services. Once a contractual agreement is executed, Century Ambulance Service will be identified as the sole provider of Emergency, Non-Emergent Ambulance and EMS standby services. The COCPN is a requirement to obtain licensure by the State of Florida.

Options: Approve/Not Approve

Attachments: Letter from Century Ambulance
Certificate of Public Convenience and Necessity



November 23, 2020

LaWanda Pemberton
County Administrator
Taylor County
201 E. Green St.
Perry, Florida 32347

Dear Mrs. Pemberton,

Century Ambulance Service, Inc. is requesting a Certificate of Public Convenience and Necessity (COPCN) for Taylor County. We are requesting that the COPCN contain the following:

- Effective December 8th 2020 as an additional provider to Taylor County.
- Requires ALS response to all EMS calls.
- Once an Agreement is made between the County and Taylor County, identifies Century Ambulance Service as the sole provider of Emergent, Non-Emergent Ambulance and EMS standby services.

If I can be of any assistance, please do not hesitate to contact me.

Sincerely,

Dudley Lee
Director of Logistics and Support Services

**EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

WHEREAS, Chapter 401, Florida Statutes, Part III, Section 401.25, provides for licensure by the State of Florida Department of Health of entities providing basic life support or advanced life support transportation services; and

WHEREAS, Chapter 401, Florida Statutes, Part III, subsection 401.25(2)(d), provides that a condition precedent to such licensure is a Certificate of Public Convenience and Necessity from each county in which the applicant will operate; and

WHEREAS, CENTURY AMBULANCE SERVICE, INC. ("Century"), shall provide emergency medical services, ambulance, and medical transportation services for the citizens of Taylor County, Florida; and

WHEREAS, need has been demonstrated for Century to provide these essential services to the citizens of this County; and

WHEREAS, Century has indicated that it shall comply with all requirements of Chapter 401, Florida Statutes, Part III;

NOW THEREFORE, the Board of County Commissioners of Taylor County hereby CERTIFIES that public convenience and necessity will be served by **CENTURY AMBULANCE SERVICE, INC.**, providing emergency medical services, ALS response to all EMS calls, ambulance and medical transportation services within Taylor County, effective December 8, 2020 as an additional provider to Taylor County. Once an agreement is made between Taylor County and Century, Century will be the sole provider of Emergent, Non- Emergent Ambulance and EMS standby services. This certificate will expire upon expiration or termination of the contractual agreement for county wide ambulance service with Taylor County Board of County Commissioners.

APPROVED BY THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS this 7th day of December, 2020.

Gary Knowles, Clerk ad Interim

Thomas Demps, Chairperson

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:


Request for approval and signature of the revised FRA Grant Adjustment Form to Taylor County BOCC by Langton Associates, Inc. to begin the formal Amendment process of the Taylor County FRA Competitiveness & Employment By Rail (CEBYR) Project

MEETING DATE REQUESTED:

Monday, December 7, 2020

Statement of Issue: Approval of Revised FRA Grant Adjustment Form

Recommended Action: Approve

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:

On October 20, 2020 the Taylor County BOCC approved an FRA Grant Adjustment Form to add three (3) additional bridge structures and three (3) crossing controllers to the Taylor County CEBYR project. On November 10, 2020, we were informed by the FRA that additional information was required on the executed FRA Grant Adjustment form. On November 16, 2020, we were informed by the FRA that the proposed project construction changes would require a formal substantial amendment process. The revised FRA Grant Adjustment Form and supplemental documentation has been updated and is ready for final BOCC approval to enter the FRA substantial amendment process, which is estimated to take 45-60 days.

Options: N/A

Attachments: Revised FRA Grant Adjustment Form and supplemental documentation

Paperwork Burden Statement: Public reporting burden for this information collection is estimated to average 1.0 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB Control Number. The valid OMB control number for this information collection is 2130-0615. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave., NW, Washington, DC 20590.

Federal Railroad Administration Grant Adjustment Request Form

Sections I, II and III of this form should be completed by the grantee. The grant manager may make adjustments to the grantee's submission for further accuracy.

I. Basic Information

Date of Request:	State: FL
Agreement Number: 69A36519500410INFFL	Project Title: Taylor County, Florida Competitiveness and Employment By Rail Project
Grantee: Taylor County, FL	Grant Program Name: INFRA
Point of Contact (POC) name and title: Jason Smeak, Project Manager	POC telephone: (303) 398-0593 ext. POC email: jsmeak@omnitrax.com

II. Adjustment Type and Justification

A. Select the category of grant adjustment request and applicable example within each adjustment type (select all that apply):			
Level	Adjustment Type	Definition	Examples
1	<input type="checkbox"/> Administrative	Minor changes to basic grant information	<input type="checkbox"/> Change in point of contact, or authorized representative <input type="checkbox"/> Change in grant name or federal identifier <input type="checkbox"/> Change in address <input type="checkbox"/> Other
1	<input checked="" type="checkbox"/> No-cost Extension	An extension to the grant period of performance that does not substantively change scope, deliverables, project outcomes and is 12 months or less on aggregate	<input checked="" type="checkbox"/> No-cost extension of 12 months or less (on aggregate)
1	<input checked="" type="checkbox"/> Minor SOW Modification	Changes to the agreed-upon Statement of Work that do not substantively change project delivery goals or affect grant scope	<input type="checkbox"/> Modification to deliverable(s) or deliverable schedule <input checked="" type="checkbox"/> Budget revisions <input checked="" type="checkbox"/> Changes to discrete elements of a project plan <input type="checkbox"/> Change of payment method <input type="checkbox"/> Other
2	<input type="checkbox"/> Significant NGA Modification	Modifications that may affect project scope, project delivery, expected project benefits, terms and conditions, etc.	<input type="checkbox"/> Additional federal funds <input type="checkbox"/> De-obligation of funds <input type="checkbox"/> Substantial scope changes (with or without new funds) <input type="checkbox"/> No-cost extension of 12+ months (aggregate) <input type="checkbox"/> Tapered match <input type="checkbox"/> Removal or addition of special conditions <input type="checkbox"/> Significant budget revisions <input type="checkbox"/> Other

B. Please provide a detailed description and justification of the requested grant adjustment:

Taylor County is requesting to amend the grant agreement by revising the scope of work to add: 1) re-decking of 3 bridge structures located at MPs 64.30, 66.54 and 25.70; and 2) upgrading controllers at 3 grade crossing locations at MPs 38.99, 48.55, and 53.31.

The bridge work entails replacing bridge ties at all 3 locations (complete re-decking at 64.3 and 66.54) and also replacing guard timber at 25.70. Bridge work at 64.3 and 25.70 is already part of the scope, but this will expand upon the current scope. Bridge 66.54 isn't in the scope, but the original application requested funds for 16 bridges, and there are only 15 in the scope. Taylor County would like to add 66.54. All work is consistent with the current scope of work.

The grade crossing locations are all in the current scope, but Taylor County would like to make additional improvements, which are consistent with the application and scope. The improvements consist of 3 new XP-4 crossing controllers and MDSA (surge suppression), and are allowable under the scope as necessary for increased track speeds.

Given the time needed for processing the amendment and for procurement of materials, Taylor County would like to extend the period of performance of the grant to 06/30/2021. Minor budget changes will be necessary to move \$25,000 from the Contingencies budget line item to the Project Management/Professional Services line item to cover the costs of on-site project management provided by OmniTRAX and grant administration services provided by Langton Consulting through the end of the new proposed performance period of 06/30/2021.

Taylor County understands that the grant amendment will also incorporate revisions to the Project Work Plan and budget that FRA previously approved in November 2019. (Note: The construction scope changes that are the subject of this GARF will not result in any budget changes, but the Approved Project Budget is being updated to reflect the November 2019 reprogramming that FRA previously approved. The revised budget is attached to this GARF for reference.)

III. Certification of Authorized Representative

I have reviewed this request and certify that the proposed changes will improve my organization's ability to successfully execute project activities according to the grant or cooperative agreement. Furthermore, I certify that, to the best of my knowledge, the request is allowable within the terms and conditions of the award.

Signature of the Authorized Official

Date:

Name: Thomas Demps

Title: Chairman, Taylor County Board of County Commissioners

Agreement #: 69A36519500410INFFL
Project#: CAP-GOV-19GFRR-MWTRT&SX

Taylor County Fast Lane Grant; Class II Upgrade of the Foley Subdivision
 Georgia Florida Railway

Request for Amendment of Project Scope

Overview:

On the recent run of the Holland Geometry test car (GRMS), it was determined that three locations on the Foley Subdivision indicated a spike in loaded gauge readings and upon ground inspection and evaluation it was determined that timbers are in a condition that will require full replacement in the near future. Temporary repairs have been made to restrain track gauge, however a long term and solid maintenance plan is to re-timber these locations. This is renewal work of like kind new material and does not change any structural engineering.

Per the original Track Work Award, the Contractor, RailWorks, supplied one hundred percent of materials. Estimates for Additional Scope Items including cost is provided. All work will comply with original Grant criteria and meet the Bridge Management Plan (BMP) of the Georgia Florida Railway.

Location #1 Original Scope:

MP GB 64.30 Beam Span Nearest City: Perry, FL Taylor County, Florida

Splice Repair: H-Piles 1 and 2 on Bent 9

Location #1 Scope Addition and Cost:

Replace all 190 Bridge Ties Includes Labor, Material and Disposal	Cost: \$93,816.30
----------------------------------------------------------------------	-------------------

Location #2 Original Scope:

MP GB 66.54 Beam Span Nearest City: Perry, FL Taylor County, Florida

No Original Work Planned at This Location

Location #2 Scope Addition and Cost:

Replace all 60 Bridge Ties Includes Labor, Material and Disposal	Cost: \$35,700.00
---------------------------------------------------------------------	-------------------

Exhibit A

Location #3 Original Scope:

MP GB 25.70 Beam Span Nearest City: Quitman, GA Brooks County, Georgia

Replace 8 Bridge ties at each Approach.
Epoxy plug all other Ties with loose Spikes and add additional Gage Spike

Location #3 Scope Addition and Cost (Recommended):

Install 70 Bridge Ties and Guard Timber Includes Labor, Material and Disposal	Cost: \$39,550.00
Price Reduction for Location #2	-\$1,500.00 (Volume of Timber Adjustment)

Location #3 Scope Addition and Cost (Alternative):

Install 12 Bridge Ties – Spot Installation Includes Labor, Material and Disposal	Cost: \$10,320.00
-------------------------------------------------------------------------------------	-------------------

Project Bridge Budget:

Grant Amount	\$745,750.00	Project Work Plan (PWP)
Less Committed RW Amount	\$539,203.77	Contract Amount Awarded
Balance to Good as of 9/1/2020	\$206,546.23	Current Budget Available
Bridge 64.30, 66.54, and 25.70 Proposals	\$167,566.30	Estimated Amended Costs
New Balance after Amended Scopes	\$38,979.93	

Project Mile Post Locations, for Reference:

Taylor County, Florida Mile Post 63.0 – 82.3 (Bridges 64.30 and 66.54 within these limits)

Brooks County, Georgia Mile Post 7.5 – 37.5 (Bridge 25.7 is within these limits)

Email Sent 9/3/2020 to Langton Consulting with Attachments:

RailWorks Proposal: 505-20-304-02

RailWorks Proposal: 505-20-304-03

RailWorks Proposal: 505-20-304-03-01 ALTERNATE

Exhibit B

Agreement #: 69A36519500410INFFL
Project#: CAP-GOV-19GFRR-MWTRT&SX

Taylor County Fast Lane Grant; Class II Upgrade of the Foley Subdivision
Georgia Florida Railway (GFRR)

Grade Crossing Upgrade Portion

Request for Amendment of Project Scope

Overview:

The grade crossing signal equipment was assessed on the GFRR prior to and during the Class II Upgrade Project and a need for modern and more reliable warning device equipment was determined. With the upcoming cutover for Class II freight traffic speeds and increased maintenance activity planned, better equipment would not only benefit the railroad but also greatly enhance public safety at heavily used at-grade highway crossings. The GFRR proposes to install three (3) new PMD4 Crossing Controllers with MDSA (surge suppression) at the following locations:

<u>Crossing</u>	<u>DOT</u>	<u>MP</u>	<u>Equipment</u>	<u>Replace</u>	<u>County</u>	<u>AADT</u>	<u>Estimated Cost</u>
CR140	713516P	48.6	PMD 1	Yes	Madison, FL	440	\$52,000.00
CR150	713501A	53.3	PMD 1	Yes	Madison, FL	700	\$52,000.00
Pisgah Rd	713468C	72.8	PMD 1	Yes	Taylor, FL	650	\$52,000.00

Estimated Total Amendment Cost: \$156,000.00

These crossing locations have a history of Signal Maintainer trouble call outs and all labor. Field repairs are costly and justify a need for updated technology. All wiring, engineering, and plans would be included in a turnkey total Project cost. As this is renewal work of equipment in signal houses, new crossing fixtures would not be requested as part of this scope. Plans would be provided upon the completion of these equipment installations. The estimated costs are derived from similar projects of this nature previously bid and awarded by OmniTRAX.

Per the original Track Work Award, only minor signal work was performed in the scope as relating to insulated joints and insulated turnout material. This Amendment would be competitively bid with Buy American materials, labor, and other contract requirements per this Grant Agreement.

Please let us know if you have any questions or need further detail for consideration.