

SUGGESTED AGENDA

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

**MONDAY, MAY 3, 2021
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: 323474**

**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

AWARDS/RECOGNITION:

4. THE BOARD TO CONSIDER ADOPTION OF PROCLAMATION DESIGNATING MAY 16 - MAY 22, 2021 AS EMERGENCY MEDICAL SERVICES (EMS) WEEK, AS REQUESTED BY SCOTT PENDARVIS, OPERATIONS MANAGER, CENTURY AMBULANCE.

CONSENT ITEMS:

5. APPROVAL OF MINUTES OF FEBRUARY 23, MARCH 1, 16, 23 (3 SETS), APRIL 5 AND 20, 2021.
6. EXAMINATION AND APPROVAL OF INVOICES.
7. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE MSTU FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
8. THE BOARD TO CONSIDER APPROVAL OF CONTINUING PROFESSIONAL SERVICES CONTRACT WITH WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS, FOR DREDGING DESIGN SERVICES ASSOCIATED WITH THE RESTORE ACT PROJECT INITIATIVES, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

9. THE BOARD TO CONSIDER APPROVAL OF GRANT APPLICATION DOCUMENTS TO THE GULF CONSORTIUM FOR THE ACQUISITION OF 3.95 ACRES AT SPRING WARRIOR, AS AGENDAED BY MELODY COX, GRANTS WRITER.
10. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO TRANSFER FUNDS FOR PROPOSED KEATON BEACH PROPERTY SALES, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
11. THE BOARD TO CONSIDER APPROVAL OF THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT FOR FY 2020-2021, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
12. THE BOARD TO CONSIDER APPROVAL OF DISTRIBUTION LETTER AND CERTIFICATE OF PARTICIPATION, FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) COUNTYWIDE PROGRAM, AS AGENDAED BY UNDERSHERIFF MARTY TOMPKINS.

BIDS/PUBLIC HEARINGS:

13. THE BOARD TO RECEIVE BIDS FOR CONSTRUCTION OF GAS PLANT ROAD WIDENING/RESURFACING PROJECT, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

PUBLIC REQUESTS:

14. MARGARET REEGER, OFFICE OF EXTERNAL AFFAIRS/NORTHEAST FLORIDA REGIONAL MANAGER, REPRESENTING FLORIDA DEPARTMENT OF FINANCIAL SERVICES CHIEF FINANCIAL OFFICER (CFO), JIMMY PATRONIS, TO APPEAR TO PROVIDE DISASTER PREPAREDNESS AND INSURANCE CONSUMER ASSISTANCE RESOURCE INFORMATION.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

15. THE BOARD TO CONSIDER APPROVAL OF SHERIFF'S OFFICE BUDGET AMENDMENT REQUEST, AS AGENDAED BY MARTY TOMPKINS, UNDERSHERIFF.

GENERAL BUSINESS:

16. THE BOARD TO CONSIDER RE-APPOINTMENT OF ONE (1) MEMBER TO THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) BOARD, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
17. THE BOARD TO DISCUSS GOLF CART ORDINANCE.

18. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RENAME FIRE STATION 7 IN MEMORY OF CHAD REED, AS AGENDAED BY COMMISSIONER NEWMAN.

COUNTY STAFF ITEMS:

19. THE BOARD TO CONSIDER APPROVAL OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSFER AND MAINTENANCE AGREEMENT FOR THE AUCILLA BRIDGE #544061 REPLACEMENT PROJECT AND ADOPTION OF AUTHORIZING RESOLUTION, AS AGENDAED BY THE COUNTY ENGINEER.
20. THE BOARD TO CONSIDER APPROVAL OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONSTRUCTION AND MAINTENANCE AGREEMENT FOR DISTRICT WIDE SCHOOL ZONE IMPROVEMENTS AND ADOPTION OF AUTHORIZING RESOLUTION, AS AGENDAED BY THE COUNTY ENGINEER.
21. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT APPLICATION FORM AND ADOPTION OF AUTHORIZING RESOLUTION, FOR THE UPCOMING FISCAL YEAR 2021 - 2022 GRANT CYCLE, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.

COUNTY ADMINISTRATOR ITEMS:

22. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT TO THE SHERIFF'S INMATE WORK SQUAD AGREEMENT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
23. THE BOARD TO CONSIDER APPROVAL OF DRAFT DRIVER'S LICENSE AND CDL POLICY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
24. THE COUNTY ADMINISTRATOR TO DISCUSS OPERATIONS.
25. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
26. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
27. 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.

4

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: EMS Week Proclamation



MEETING DATE REQUESTED: 05/04/2020

Statement of Issue: May 16th – 22nd 2021 is National EMS Week

Recommended Action: Approve Local Proclamation to recognize May 16th – 22nd 2021 as EMS Week

Fiscal Impact: 0

Budgeted Expense: 0

Submitted By: Scott Pendarvis, Operations Manager Century Ambulance

Contact: 850-840-0150

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: 1

EMS Week Proclamation

To designate the Week of May 16 - 22, 2021, as Emergency Medical Services Week

WHEREAS emergency medical services is a vital public service; and

WHEREAS the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

Now, therefore we PROCLAIM that the Taylor County Board of County Commissioners, in recognition of this event do hereby proclaim the week of May 16 – 22, 2021, as EMERGENCY MEDICAL SERVICES WEEK.

With the EMS Strong theme, *THIS IS EMS: Caring for Our Communities*, I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

Done and ordered this 3rd day of May 2021, in Taylor County, Florida

Thomas Demps
Chair, Board of County Commissioners
Taylor County, Florida

ATTEST:

Gary Knowles, Clerk
Taylor County, Florida

R E S O L U T I O N

(7)

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:		
\$41,491	107-3342014	FL Firefighter Assistance Grant
Expenditures:		
\$41,491	0197-01-56400	Capital Outlay - Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 3rd day of May, 2021 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

New Fire Grant FY' 21 - FL Firefighter Assistance Grant

GRANT AGREEMENT
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

0197-01
\$41,491

107-3342014

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

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

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

1. Performance Requirements:

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

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

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

Attachment 1, Specific Grant Awards

The Department has established a funding award for Grantee in an amount not to exceed ~~\$41,490.20~~ for the grant period during the 2020-2021 State fiscal year.

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

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

(8)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO CONSIDER APPROVAL OF CONTINUING PROFESSIONAL SERVICES CONTRACT WITH WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS FOR DREDGING DESIGN SERVICES ASSOCIATED WITH THE RESTORE ACT PROJECT INITIATIVES.

MEETING DATE REQUESTED:

May 3, 2021

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: Staff recommends that the Commission approve the Continuing Professional Services Contract with Wood Environment & Infrastructure Solutions, Inc.

Fiscal Impact: FISCAL YR 2021/25 - RESTORE Act Funding

Budgeted Expense: FUNDING PLAN

Submitted By: ENGINEERING DIVISION

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 results of that review was presented to the Board at the December 7, 2020 meeting with the Board ultimately approving selection and authorizing negotiation with Wood Environment & Infrastructure Solutions, Inc.

Once selected, the County Attorney, County Administrator and County Engineer reviewed and considered the proposed rates for services from Wood. The Committee is recommending acceptance of those rates for purposes of establishing cost proposals for any assigned Task Orders under the terms and conditions of the Contract.

Options:

- 1) Accept and approve the Continuing Professional Services Contract with Wood Environment & Infrastructure, Inc. and their associated Rate Schedule(s).
- 2) Deny the proposed Contract and Rate Schedule(s) and state reasons for such denial.

Attachments:

Continuing Professional Services Contract
Proposed Rate Schedule(s)
Contract/Rate Review Responses from Wood

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Contract made and entered into this _____ day of _____, _____, by and between TAYLOR COUNTY, hereinafter referred to as the "County" and **WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**, a Florida _____ Corporation, whose mailing address is 404 SW 14th Terrace, Newberry, FL 32669 (herein referred to as "Consultant").

RECITALS

The County desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The professional services may include, but are not limited to the following:

- a. Planning and Engineering Studies, Data Collection, Design and Preparation of Construction Plans and Special Provisions, Construction Management Services, and Construction Engineering Inspection.
- b. Meeting with and advising elected officials and the County staff to consult on issues pertaining to assigned projects in the area of professional engineering analysis or evaluation.
- c. Any and all other professional services as directed by the County.

The County has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the County has selected the Consultant to provide consulting services, when and as-needed, and when as requested by the County, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the Consultant shall perform services with respect to County projects only when, requested and authorized in writing by the County and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the Consultant for each separate project to be negotiated between the County and the Consultant and be defined and embodied in a separate Task Order to be sequentially numbered beginning with Task Order **TWO ENG-WOOD-01**. Each Task Order shall include and shall incorporate in it all of the general provisions of the Contract, together with such items and provision as may be mutually agreed upon by the parties as to each Task Order.

The Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the Consultant to provide and perform professional services to the County when and as needed, but is subject to being terminated as provided for in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.
2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:
 - a. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be duly authorized to act on the County's behalf relative to this Contract.
 - b. **"CONSULTANT"** means the firm of WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC., which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Order.
 - c. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the Consultant and its employees, and any and all sub-Consultants that the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Orders thereto.
 - d. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the Consultant or sub-Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Orders thereto. The County shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Consultant and any sub-Consultant.
 - e. **"PARTIES"** means the signatories to this Contract.
3. **Engagement of the Consultant:** The County hereby engages the Consultant to provide the County with such consulting services with respect to any County Project, which from time to time, the County may request the Consultant to perform.
4. **Consulting Services:** The Consultant agrees to and shall render and perform such consulting services that shall include, but is not limited to, Architectural, Engineering, Planning, Landscape Architectural, Subsurface Utility Engineering, Construction Engineering Inspection, and Surveying and Mapping in accordance with the terms and conditions of the Contract and any and all Tasks Orders, when and as requested by the County.
5. **Request for Specific Services:** The Consultant shall perform no services to the County until specifically requested to do so by the County. Each request for services to be rendered

and performed by the Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the Consultant for such separate project to be negotiated and agreed upon between the County and the Consultant and defined by and embodied in a separate ask Order. Each Task Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the County and the Consultant.

6. **Term of Contract:** This Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the Consultant to provide and perform services to the County when and as needed and requested by the County and shall commence on the date of execution, shall automatically renew for a maximum of five years, and end no later than September 30, 2025, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the County.
7. **Compensation and Method of Payment:** The County agrees to pay the Consultant compensation for its services rendered to the County for each specific services requested by the County in an amount and method negotiated between the County and the Consultant, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated _____) or any other method as provided for in each Task Order.
8. **Insurance:** The Consultant agrees to and shall procure and maintain insurance during the term of this Contract as follows:
 - a. Comprehensive General Liability insurance covering as insured the Consultant and the County with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
 - b. Workers' Compensation insurance for the benefit of the employees of the Consultant, as required by the laws of the State of Florida;
 - c. Professional Liability insurance for "Errors and Omissions" covering as insured the Consultant with not less than a \$1,000,000.00 limit of liability.
 - d. Before commencing any work under this Contract, or any Task Order, the Consultant shall furnish to the County a certificate or certificates in a form satisfactory to the County showing that the Consultant has complied with the requirements of insurance under this paragraph. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the County.
9. **Indemnity:** The Consultant agrees to and shall indemnify, and hold harmless the County and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the Consultant or its agents, employees, or sub-consultants. The

Consultant is not required hereunder to indemnify and hold harmless the County, its officers, agents, or employees, or any of them from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in this Contract.

10. **Liability:** The Consultant shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the County caused by the errors, omissions or negligence of the Consultant, or by any sub-Consultant engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Orders thereto, and for any and all damages, losses, and expenses to the County arising out of the consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Orders thereto. The Consultant shall be liable and agrees to be liable for an shall indemnify, defend and hold the County harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Consultant's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the Consultant during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Orders thereto. Nothing in this agreement shall be construed as a waiver of the County's sovereign immunity as provided for under Chapter 768 Florida Statutes.
11. **Licenses:** The Consultant agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to the Contract and any and all Task Orders thereto.
12. **Personnel:** The Consultant agrees that when the services to be provided under this Contract, or any Task Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the Consultant will employ and retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Orders thereto.
13. **Timely Accomplishment of Services:** The Consultant agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the

project and services to be provided and/or performed by consultant for the County, and by any sub-Consultant engaged by the Consultant.

15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to this Contract and all Task Orders that each and every provision of law required to be inserted in this Contract and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.
16. **Termination:** The failure of either party to comply with any provision of the Contract shall place that party in default. Prior to terminating the Contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the County to the Consultant.

The County may terminate a Task Order or the Contract without cause by first providing at least thirty (30) days written notice to the Consultant prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the County. Upon any such termination, the Consultant shall be paid for all service performed to the date of such termination.

In the event funds to finance a Task Order or the Contract become unavailable, the County may terminate the Task Order or Contract with no less than twenty-four hours notice in writing to the Consultant. The County shall be the final authority as to the availability of funds. Upon any such termination, the Consultant shall be paid for all service performed to the date of such termination.

17. **Independent Contractor:** It is understood and agreed that the Consultant is an Independent Contractor with no express or implied authority to act for or to obligate the County, except as specifically provided for in the Contract.
18. **Documents:** Original project documents prepared by the Consultant under this Contract and all Task Orders are, and shall remain, the property of the County, and shall be delivered to the County upon final completion or termination of the project covered by any specific Task Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the Consultant pursuant to this Contract and any specific Task Orders are instruments of service in respect to the project

and the County shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without the consent of the Consultant. Any reuse will be at the County's sole risk and without liability or legal exposure to the Consultant.

19. **Approval of Plans and Documents by the County Not Deemed Release:** Approval of the County of any plans, drawings, documents, specifications, or work prepared or provided by the Consultant under this Contract and any specific Task Order shall not constitute nor be deemed a release of the responsibility and liability of the consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the County for any error or omission in the designs, working drawings, and specifications or other documents prepared by the Consultant, its employees, agents, sub-Consultants.
20. **Effective and Binding:** The Contract shall not become effective or binding upon the County unless and until the County Commission shall have authorized its execution and any subsequent Task Order(s).
21. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between the County and the Consultant arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
22. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the Contract, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
23. **Grant Funds:** It is anticipated that the County may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The Consultant agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the County.
24. **Non-Exclusive Contract:** The parties hereto agree that this Contract is non-exclusive and the County has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the County and the Consultant are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.
25. **Successors and Assigns:** Neither the County nor the Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the

assignor from any duty or prevent the Consultant from employing such independent professional associates and consultants as the Consultant may deem appropriate to assist in the performance of services hereunder. Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the County and the Consultant, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the County and the Consultant and not for the benefit of any other party. It is understood and agreed that the County shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

26. **Special Provisions:** It is further mutually agreed by the parties hereto that the Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Contract, after Notice to Proceed has been given by the County to commence services on any County Project identified in any Task Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The Consultant agrees to conduct the services in compliance with all of the requirements imposed by or pursuant to RESTORE Act Standard Terms and Conditions, including the following statutory, regulatory and other provisions:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA")), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- Any other applicable non-discrimination law(s).

- Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- Treasury Title IX regulations, 31 Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities.
- Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.
- Title VII Exemption for Religious Organizations - Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.
- Protections for Whistleblowers - In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
 - a. A Member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;

- d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- Consultant agrees to comply with applicable standards, orders or regulations issued of the Clean Air Act of 1970 and Federal Water Pollution Control Act, as amended.
 - **Access to Records and Records Retention** – The Consultant agrees that the County and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers and records which are directly pertinent to any federally funded grant program or project under the contract for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the County makes final payment and all other pending matter are closed out. In addition, The Consultant must retain all records pertinent to the Award of federal funds for a period of three (3) years, in an electronic and/or hard copy format, after the final closeout of the Award is complete to remain in compliance with federal program guidelines and 2 C.F.R. § 200.333.
 - The Consultant has a “drug-free workplace” program, which will remain in effect.
 - Consultant agrees to conduct all services in compliance with all additional RESTORE Act Standard Terms and Conditions in attached **Exhibit B** to this contract.
27. **Entire Agreement:** This Contract constitutes the entire agreement between the County and the Consultant and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
28. **Parties Bound:** This Contract shall be binding upon and shall inure to the benefit of the County and Consultant, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

TAYLOR COUNTY, FLORIDA

Witness


By: _____
THOMAS DEMPS, CHAIR PERSON

Print

ATTEST:

GARY KNOWLES, Clerk

Signed, sealed and delivered
In the presence of:



Witness

Brad Knight

Print



Witness

Rennee McAlister

Print

By: 

CONSULTANT

Mark Diblin, PG, Office Manager

Print

(SEAL)



**TAYLOR COUNTY
GENERAL ENGINEERING SUPPORT SERVICES**

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

ABBREVIATED FEE SCHEDULE

Effective January 2021 thru December 2021*

<u>Labor Category</u>	<u>Rates</u>		
Principal Surveyor	\$	255.00	per hr
Principal Engineer	\$	220.00	per hr
Associate PM	\$	178.80	per hr
Senior 2 Project Manager	\$	160.80	per hr
Professional Surveyor	\$	152.00	per hr
Senior 2 GIS Analyst	\$	135.70	per hr
Senior 2 Sci	\$	130.00	per hr
Senior 1 Sci	\$	123.70	per hr
Tech Prof 1 Eng	\$	85.50	per hr
Survey Tech	\$	92.00	per hr
Tech Prof 3 Sci	\$	92.60	per hr
Tech Prof 2 Sci	\$	82.00	per hr
Field Tech 4	\$	85.10	per hr
Field Tech 3	\$	76.56	per hr
Field Tech 2	\$	68.40	per hr
Field Tech 1	\$	55.40	per hr
Admin 5	\$	65.50	per hr
1-Person Survey Crew - Bathymetry**	\$	130.00	per hr
2-Person Survey Crew - Bathymetry**	\$	200.00	per hr
3-Person Survey and Truck**	\$	180.00	per hr
2-Person Survey and Truck**	\$	146.00	per hr
SEARCH (Subcontractor)			
Maritime Principal Investigator	\$	134.00	per hr
Dive Safety Officer	\$	134.00	per hr
Scientific Diver	\$	95.00	per hr
			per hr
<u>Equipment</u>	<u>Rates</u>		
4 Wheel ATV	\$	125.00	per day
Carolina Skiff with Trailer	\$	200.00	per day
Vehicle	\$	100.00	per day
Digital Depth Finder	\$	66.00	per day
GPS Equipment	\$	110.00	per day
GPS R.T.K. Positioning Data(per unit)	\$	16.50	per day
Hydrographic Survey Vessel & Equipment	\$	650.00	per day
Piston Tube Sampler	\$	25.00	per day
Sample Jars (Box of 12)	\$	15.00	each

Laboratory Testing Fees**Rates**

Particle Size Analysis, Sieve Analysis with Hydrometer	\$	135.00	each
Liquid Limit, Plastic Limit, and Plasticity Index	\$	80.00	each
Moisture Content	\$	10.25	each
Organic Content	\$	36.00	each

Sediment Analysis for COPEC will be obtained from NELAC Certified Lab

OTHER DIRECT EXPENSES

CLIENT agrees to reimburse Wood for all other direct expenses incurred at the following rates:

Subcontractors and Reimbursable Expenses plus 15%

Legal Services - Mediation, Deposition, Court Appearances hourly rates plus 50%

Travel Expenses: Transportation (mileage, air travel, car rental, etc.), lodging, meals, & incidental

Direct Expenses: Other expenses in support of project activities at Cost

Expendables are in addition to the equipment rates (Bottles, fuel, tubing, suction line..etc.) at the cu

Rates are for equipment only. Additional labor charges may be necessary for equipment setup, calil

*ESCALATION: CLIENT agrees that hourly labor rates will be escalated 3% or CPI whichever is less

** Rate includes labor and equipment



NFPS



PO BOX 3823
LAKE CITY, FL 32056



PHONE (386) 752-4675
FAX (386) 752-4674



www.nfps.net

NFPS Hourly Rate Schedule

DESIGN TEAM

	RATE
Principal Engineer (PE)	\$275.00
Sr. Professional Engineer (PE)	\$225.00
Project Engineer (PE)	\$175.00
Project Manager	\$130.00
Sr. Designer	\$90.00
Engineering Technician	\$75.00
CAD/Computer Technician	\$60.00
Sr. GIS Analyst	\$120.00
GIS Analyst	\$85.00
Sr. GIS Technician	\$70.00
GIS Technician	\$60.00

CONSTRUCTION TEAM

	RATE
Sr. Prof. Construction Engineer (PE)	\$225.00
Project Administrator	\$115.00
Sr. Construction Inspector	\$90.00
Construction Inspector	\$75.00
Sr. Bridge Inspector	\$95.00
Bridge Inspector	\$85.00
Material Engineer (PE)	\$175.00
Materials Testing/Sampling Tech	\$90.00
Field Technician	\$65.00
Asphalt Plant Inspector	\$80.00

SURVEY TEAM

	RATE
Professional Surveyor (PSM/PLS)	\$130.00
Survey Project Manager	\$105.00
Survey Technician	\$75.00
3-Man Survey Crew	\$210.00
2-Man Survey Crew	\$165.00
Maintenance of Traffic	\$250.00

SUPPORT STAFF & MISC.

	RATE
Sr. Land Use Planner	\$130.00
Land Use Planner	\$90.00
Grant Administrator	\$100.00
Contract Support Specialist	\$90.00
RCS/EEO Specialist	\$80.00
Clerical	\$55.00
Water/Wastewater Plant Operator	\$80.00
Expert Witness	\$225.00

1/31/2020



2020 HOURLY RATES

ARCHAEOLOGY

Senior Principal Investigator	\$ 151.00
Principal Investigator	\$ 128.00
Project Archaeologist	\$ 90.00
Archaeologist	\$ 81.00
Archaeological Technician	\$ 69.00
Laboratory Director	\$ 128.00
Laboratory Supervisor	\$ 90.00
Laboratory Specialist	\$ 81.00
Laboratory Technician	\$ 69.00
Osteologist	\$ 128.00
Zooarchaeologist	\$ 128.00
Geomorphologist	\$ 151.00
Ground Penetrating Radar Specialist	\$ 90.00
Cultural Ethnographer	\$ 128.00
SOI-Qualified Monitor	\$ 125.00
Archaeological Monitor	\$ 100.00

MARITIME ARCHAEOLOGY

Senior Principal Investigator	\$ 159.00
Principal Investigator	\$ 134.00
Maritime Archaeologist	\$ 95.00
Maritime Specialist	\$ 85.00
Maritime Technician	\$ 72.00
Submerged Precontact Archaeologist	\$ 134.00
Maritime Conservation Director	\$ 134.00
Maritime Conservator	\$ 102.00
Maritime Conservation Specialist	\$ 85.00
Deep Water Archaeologist	\$ 134.00
Submersible/ROV/AUV Archaeologist	\$ 134.00
Qualified Marine Archaeologist (QMA)	\$ 134.00
Scientific Diver	\$ 95.00
Dive Safety Officer	\$ 134.00
QMA Ride-Along Monitor	\$ 131.00
Maritime Monitor	\$ 105.00

ARCHITECTURAL HISTORY

Senior Architectural Historian	\$ 151.00
Architectural Historian	\$ 128.00
Project Architectural Historian	\$ 90.00
Architectural History Specialist	\$ 81.00
Architectural History Technician	\$ 69.00

HISTORY

Senior Historian	\$ 128.00
Maritime Historian	\$ 128.00
Paleographer	\$ 151.00
Historian	\$ 90.00
History Specialist	\$ 77.00

MUSEUM SERVICES

Museum Services Director	\$ 151.00
Conservation & Curation Director	\$ 128.00
Conservator	\$ 97.00
Laboratory/Facilities Director	\$ 128.00
Certified Archivist	\$ 128.00
Archivist	\$ 90.00
Exhibits & Publication Designer	\$ 90.00
Collections Manager	\$ 90.00
Collections Specialist	\$ 81.00
Collections Technician	\$ 69.00

PROJECT MANAGEMENT & TECHNICAL SUPPORT

Program Director	\$ 197.00
Senior Project Manager	\$ 173.00
Project Manager	\$ 158.00
Contract Manager	\$ 165.00
Tribal Consultation Lead	\$ 128.00
Health & Safety Manager	\$ 97.00
Health & Safety Specialist	\$ 77.00
Lead Technical Editor	\$ 90.00
Technical Editor	\$ 86.00
Production Assistant	\$ 57.00
Geospatial Analyst	\$ 128.00
GIS Manager	\$ 128.00
GIS Specialist	\$ 77.00
Logistics Manager	\$ 97.00
Logistics Specialist	\$ 77.00
Logistics Technician	\$ 69.00
Administrative Specialist	\$ 65.00
Administrative Assistant	\$ 57.00

CREATIVE SERVICES

Creative Director	\$ 151.00
Digital and Social Media Manager	\$ 128.00
Photographer/Videographer	\$ 128.00
Aerial Imagery Specialist	\$ 90.00
Graphic Designer	\$ 128.00
Copywriter	\$ 97.00

3% increase will be applied annually.

Kenneth Dudley

From: Stroehlen, Charlene A <charlene.stroehlen@woodplc.com>
Sent: Friday, February 12, 2021 7:45 AM
To: Kenneth Dudley
Cc: Sagan, Jennifer
Subject: RE: Taylor County BOCC

Mr. Dudley:
I have included responses to your request for clarifications below.
Please let me know if you have any other questions.
Thank you,

Charlene Stroehlen, PE
Principal Engineer
Mobile: +863 640 9391
www.woodplc.com



From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Wednesday, February 10, 2021 4:44 PM
To: Stroehlen, Charlene A <charlene.stroehlen@woodplc.com>; Sagan, Jennifer <jennifer.sagan@woodplc.com>
Subject: RE: Taylor County BOCC

CAUTION: External email. Please do not click on links/attachments unless you know the content is genuine and safe.

I was kind of expecting a representative costing for the initial task using your original rate sheet that would narrow down the vast listing. I am guessing you narrowed the list down to those types of charges you expect to incur so I posed my questions under that assumption.

Maybe a clarification or two....

- 1) I noted that there are asterisks beside the X-Person Survey Crew – Bathymetry and X-Person Survey and Truck line item rates. The footnotes state the amounts for these classes of cost are inclusive of labor and equipment. In other line items there are rates for: vehicle, boat and trailer, depth finder, GPS equipment, RTK unit Hydrographic Survey Vessel & Equipment. I am hopeful that the equipment rates/charges would not come into play as they would be included within the toolset of the Survey personnel?

The 2 or 3 person survey crew, when deployed, would be covered under that asterisk survey line item and as stated and the cost would include all equipment.-The majority of the charges would fall under this category. If

there was a single survey person going in the field, we would use the appropriate labor rate and add any equipment they may need. There are also other occasions when we would need to charge for a vehicle or GPS unit or other equipment. An example would be when the project manager or environmental scientist visits the site the equipment needed for their task would be listed separately. These items would all be in our proposed rate costing for each task.

- 2) Will Woods (and relevant Subs) commit to maximize usage of those classes of individuals/equipment that is required to perform the task but results in the least cost to Taylor County? (i.e. limiting senior level personnel to only that necessary to ensure completeness and compliance)

Yes, Our model is to assign a discipline lead, such as a senior, associate, or principal level engineer or scientist. These leads develop scopes of work and costing, provide quality assurance reviews, coordinate with other disciplines and direct their team. Working within the team the majority of the labor effort is expected to be junior level staff which would include recently-awarded PEs, EITs, and environmental scientists with approximately 0-7 years of experience as well as technicians.

- 3) Is the 15% Subcontractor and Reimbursable Expenses markup intended for unforeseen work or all such expenses?
- a. If it is an expected cost, why would it be marked up?
 - b. If it is an unforeseen work, Subcontractor markup for us is typically limited to 10% vs. 15% as requested. Even more so as 10% on the first \$50K and then 5% after that.

When we pull our costing spreadsheet together for each project, we will list subcontractors and reimbursable expenses. The markup is on subcontractors and those expenses that are anticipated/budgeted. We can change our markup to 10%. Testing by a NELAC certified lab would also fall under this category.

- 4) What would be some examples of "Direct Expenses: Other expenses in support of project activities"?

The majority of our direct expenses are listed beneath the labor rates. Anything needed for the projects would be listed on our costing spreadsheet for each project.

- 5) Is Woods intending to charge for "Expendables are in addition to the equipment rates (Bottles, fuel, tubing, suction line..etc.) at the current market price. Rates are for equipment only. Additional labor charges may be necessary for equipment setup, calib"?

This is typical if we were monitoring water quality or using our water quality collection systems. This would not typically be on our dredging projects with the possible exception of monitoring during construction.

Kenneth Dudley, P.E.

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Stroehlen, Charlene A <charlene.stroehlen@woodplc.com>

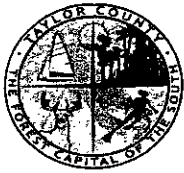
Sent: Wednesday, February 10, 2021 8:55 AM

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve grant application documents to the Gulf Consortium for the acquisition of 3.95 acres at Spring Warrior.



MEETING DATE REQUESTED:

May 3, 2021

Statement of Issue:

Board to review and approve grant application documents to be submitted to the Gulf Consortium for the acquisition of 3.95 acres at Spring Warrior.

Recommended Action:

Approval of the grant application documents.

Fiscal Impact:

The County is requesting funding assistance in the amount of \$617,905. No cash match is required from the County. A break down of the budget is listed below in Supplemental Materials.

Budgeted Expense: Y/N

Not applicable at this time.

Submitted By:

Melody Cox, Grants

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The County had previously submitted a State Expenditure Plan Amendment (SEP) to the Gulf Consortium requesting the acquisition of 3.95 acres at Spring Warrior to be included in the SEP. This has been approved and the County is now eligible to submit a grant application to the Gulf Consortium for approval. The proposed acquisition will be for 3.95 acres. Maps of the site are an attachment to the Agenda Request. The budget breakdown is as follows: \$17,905 which is charges for the Gulf Consortium/Balmoral Services and associated legal services (these are automatic charges to the County); \$550,000 for the acquisition; and, \$50,000 in the required federal appraisal (Yellow Book Appraisal), surveys, and any other costs associated with the purchase such as legal and/or closing cost fees. Grants staff was provided the amount of \$550,000 for the acquisition by the County Administrators office. It is important to note, the U. S.

**Department of Treasury and the Gulf Consortium will
ONLY pay and execute a grant contract for the appraised
value of the property.**

Attachments:

**Spring Warrior Gulf Consortium Grant Application
Documents**



Abstract

The Gulf Consortium, through the subrecipient, Taylor County will acquire a 3.95 acre parcel known as Spring Warrior. The site is located on a short navigable channel providing direct access to the Gulf of Mexico. Though the County has a 51 mile coastline, there is currently limited public access to the Gulf. It is critical the County acquires additional public access locations on the Gulf for tourism and economic development. Taylor County currently has three public boating facilities on the Gulf: Keaton Beach Boat Ramp; Steinhatchee Boat Ramp; and, Dark Island Boat Ramp. These facilities are heavily used beyond capacity the majority of the year. Lack of boating facilities has created extended waits to launch boats and serious traffic congestion problems in the boating facility areas often creating unsafe conditions for pedestrians. Springs Warrior is located on a paved road outside of the existing congested areas. The Spring Warrior site has sufficient uplands for parking facilities for trucks and trailers as well as the development of boater and park amenities such as restrooms. In addition to recreational fishing and motorized boating, the site could potentially accommodate a canoe and kayak launch as the Florida Circumnavigational Trail and the Big Bend Saltwater Paddling Trail are located within the adjacent coastal waters. The site has direct connection to the Spring Creek Unit of the Wildlife Management District, offering additional outdoor recreational and tourism development opportunities. The acquisition of Spring Warrior is consistent with and addresses the Restore Act eligible activities:

Eligible Activity 10: Promotion of Tourism in the Gulf Coast Region, including recreational Fishing (primary).

The Spring Warrior project is consistent with and addresses the following Comprehensive Plan Goals:

Goal 5: Restore and Revitalize the Gulf Economy

Spring Warrior has a Willing Seller. The acquisition will not displace any persons, businesses, or farms. The acquisition will not require any relocation measures. The Spring Warrior acquisition will not have negative impacts on endangered or imperiled species or habitats. The site is currently being used as a privately owned commercial boating facility. Upon acquiring the site, the County will begin preparing a site development plan for a public recreational boating facility. The site will be developed to adhere to coastal and environmentally friendly standards. Taylor County will operate and maintain the Spring Warrior site as well as future facilities constructed at the location.

The County will ensure the appraisal required for the acquisition will be completed to meet Uniform Appraisal Standards For Federal Land Acquisitions (Yellow Book) and all surveys and associated reports or studies will be completed to federal guidelines and standards. The acquisition of Spring Warrior is anticipated to be completed within six (6) months of a grant contract execution.



Project Narrative

Project Title

**Spring Warrior
Project No. 10-1**

Introduction

The Spring Warrior Project involves the acquisition of a 3.95 acre parcel located directly on the Gulf which will provide much needed public access to the County's coastline. If acquired, the County intends to construct a public recreational boating facility and associated amenities such as restrooms and designated parking areas.

Taylor County ranks second only to Monroe County among Florida Gulf Coast counties in the number of miles of shoreline. Taylor County lands include the Big Bend Wildlife Management Area, Hickory Mound, Snipe Island, Spring Creek, and Tide Swamp units, totaling over 60,000 acres of public land managed by Florida Fish and Wildlife Conservation Commission (FWC). For all this shoreline and public land, there are very few public boat ramps for boaters to access the Gulf waters. In addition, the nearshore waters of Taylor County support extensive seagrass resources and a burgeoning scallop fishery. This fishery draws thousands of local boaters and visitors from other areas during the summer scallop harvesting season, which is traditionally open from July through September.

Taylor County currently maintains existing public boat ramps at Keaton Beach, Steinhatchee, and Dark Island. However, during the summer months, especially during scallop season, these facilities are strained beyond capacity as visitors come from around Florida, Georgia, and the South East to ply the nearshore waters. The number of vehicles and vessels creates severe congestion on the roadways and waterways in these two areas of Taylor County, putting extreme pressure on both the local infrastructure and natural resources. The Keaton Beach boat ramp also suffers from a poor location at the headwaters of a densely developed residential canal. This ramp supports a large number of visitors who have to compete with local boat traffic in the narrow canal, creating unsafe boating conditions and localized water pollution. Taylor County residents have become increasingly frustrated with the vehicle and boat traffic problems.

Upon acquisition of Spring Warrior, future development of the site includes construction of a new launching area with docking, channel improvements (if so needed), parking facilities, and other park amenities needed to accommodate the increasing year round influx of boaters and visitors to the area.

The Spring Warrior site is located in an ideal location and is outside of the high traffic congestion areas at Keaton Beach, Dark Island, and Steinhatchee. Spring Warrior is a highly suitable location for a public recreation boat ramp due to the following:

- Relieve existing vehicular traffic congestion



- Relieve existing boat traffic congestion
- Has navigable channel access to the Gulf of Mexico
- Has paved road access
- Has adequate upland area for parking of vehicles and boat trailers
- Has additional upland area for other park amenities.

As a portion of the site is currently used as a privately owned commercial boat ramp, it is anticipated environmental impacts will be minimized and new development at the site will be easily permitted.

The acquisition of Spring Warrior will contribute to economic recovery, vitality, and resilience of the economy of Taylor County and adjacent counties. Scallop season generates a big influx of tourism dollars during the summer months. Keaton Beach, and Steinhatchee are the primary tourism locations, however, the City of Perry also provides lodging for visitors. Perry and Steinhatchee have the most commercial business interests in the form of fuel, restaurants, and hotels. Keaton Beach is predominantly private residences that are rented seasonally. Expanding boat access into new areas may bring commercial opportunities to other parts of Taylor County and the Big Bend region. The County will work closely with FWC and other applicable agencies to ensure a public boating facility at Spring Warrior will be constructed with minimal environmental impacts.

Public Engagement and Collaboration

The need for the County to acquire land to provide additional public access to the Gulf has been discussed in public meetings and workshops countless times over the years. The County currently has three public boating facilities on the Gulf which are at capacity throughout a large portion of the year. One of the boating facilities (Dark Island) can only accommodate 10 trucks and trailers with no room for expansion. There is currently a great deal of public frustration due to the County's lack of access to the Gulf and the long wait times and traffic congestion at the existing boating facilities. When amending the SEP to include Spring Warrior, the proposed project was publically noticed by both the County and the Gulf Consortium.

Methodology / Approach

The objective and purpose of the Spring Warrior acquisition is to provide additional public access to the Gulf and improved and enhanced recreation and tourism development opportunities in Taylor County and the Big Bend Region.

Scope of work (What and How)



Roles and responsibilities (Who)

Organization/ Agency/Company	Role	Duties
<i>The Gulf Consortium</i>	<i>Grant recipient – project implementation</i>	<i>Grant application preparation, grant management, performance and financial monitoring and reporting, sub-recipient agreement development, procurement reviews, fiscal services</i>
<i>Taylor County</i>	<i>Taylor County will provide all services required for the acquisition of Spring Warrior</i>	<i>Taylor County will procure an appraiser to complete the Federal Land Acquisition (Yellow Book) Appraisal, survey, and any other studies or reports required for the acquisition. The County will work with appropriate legal counsel and/or a licensed Real Estate Broker on the Offer to Purchase Agreement and all associated documents for the purchase. The County will procure a title service company and/or appropriate legal counsel to provide and oversee the execution and recording of Closing Documents. The County will provide all grant administration services and grant close out reporting. Taylor County will ensure the Gulf Consortium, the U.S. Department of Treasury, and any other applicable agencies is provided all acquisition and land purchase documents.</i>

Location (Where)

Spring Warrior is located on Spring Warrior Road adjacent to 14076 Spring Warrior Road (Spring Warrior Fish Camp LLC). The site has an "unassigned" address at this time as it is vacant land. Spring Warrior is located on a short canal that offers direct access to the Gulf. Spring Warrior is located approximately eight (8) miles from the City of Perry, the county seat. This area is known as "The Nature Coast" and the "Big Bend Region". The Spring Creek Unit Wildlife Management Area offers direction connection to the site. Spring Warrior is located in Florida's Congressional District 2. Location maps and GIS files are attachments to the grant application.

Project/Program Duration (When)

Taylor County anticipates beginning the steps required for the acquisition in January 2022 or upon execution of a grant contract. As there is a Willing Seller, the County will begin the Uniform Appraisal Standards For Federal Land Acquisitions (Yellow Book Appraisal) process and procurement immediately upon execution of a grant contract. It is anticipated the acquisition will be completed within six (6) months. Grant close out will be completed within 45 days of acquisition. The period of performance is anticipated to be 01/01/2022 to 8/15/2022. Pre-award costs are authorized only for grant application services and sub-recipient grant agreement development. After the acquisition of Spring Warrior, the County will prepare future site development plans. The County will submit an application to the Gulf Consortium at a later date requesting funding to assist in the development of the site.



Approach (How)

Spring Warrior has been selected by the County due to the site having direct access and a navigable short channel to the Gulf and having a Willing Seller. The site has paved road access and is not located in areas which are frequently congested with boating traffic. Spring Warrior has sufficient uplands for parking and park amenities. The County considers the "Yellow Book" Appraisal as the most critical element of the outcome of the acquisition. Ensuring the appraisal is completed to federal guidelines and standards in a timely manner is critical for the success of the project and acquisition.

Supporting Information (Why)

Taylor County is in serious need of additional land which provides public access to the Gulf. Access to the Gulf is essential to tourism and economic development in Taylor County and the "Big Bend" region. Spring Warrior has been selected for acquisition due to the following:

- Has a Willing Seller
- Has direct access to the Gulf via a small navigable channel
- Paved road access
- Adequate upland areas for parking of vehicles and boat trailers
- Adequate uplands for park amenities
- Relieves existing boat traffic congestion and vehicular traffic in high boater usage areas
- A portion of the site is currently used as a privately owned commercial boat ramp and it is anticipated environmental impacts will be minimized and new development will be easily permitted.

Risks and Uncertainties

In land acquisition the greatest risk is a Willing Seller at an affordable price and/or the appraisal value. The Spring Warrior site does currently have a Willing Seller and it is anticipated the County will be able to execute a sales contract with the seller.

Another risk and uncertainty is the ability to obtain necessary permits needed for the future construction of a new boat launching area and parking facilities. However, the County does not anticipate any permitting issues as there is an existing launch located on site that is currently accommodating commercial boating needs. The launch will be located within the same location but will be constructed to accommodate public recreational boater use. The parking facilities will be constructed to coastal and environmentally friendly standards, most likely using permeable pavers. The boat launch amenities and improvements will be constructed to factor in coastal storm hazards and sea-level rise as appropriate.

As an additional risk, the nearshore coastal waters are shallow as well as the short channel from the boat launch to the Gulf. The existing boat launch is heavily used commercially and the County does not anticipate recreational boaters not being able to navigate the channel and nearshore waters. Though many areas on the County coastline are difficult to navigate, the Spring Warrior site is considered a



feasible and valuable location for a public boating facility with minimal if any dredging required as well as minimal to no negative environmental impacts.

Leveraged funds

Taylor County will be serving as Project Manager procuring all appraisal, surveying and other services needed to complete the acquisition. The County will also provide grant administration services. As a fiscally constrained County and a designated Rural Area of Opportunity and one of critical economic concern, the County does not have the financial resources to provide a cash match.

If Spring Warrior is acquired, when developing the site and constructing a recreational boating facility the County anticipates leveraging funds with assistance from one or more of the following: Florida Boating Improvement Program; Coastal Partnership Initiative; Florida Office of Greenways and Trails; and Florida Recreation Development Assistance Program.

Milestones/Milestone Type Budget Summary

- This section is optional, and should be included in the narrative when the applicant deems it helpful in providing a more complete description of the major milestones and the relationship between them, beyond what is requested in the grant application.
- See the Milestones Template for additional information on preparing milestones for entry into as part of the grant application.
- If this section is included in the project narrative, consider providing in narrative format any additional details of the information summarized in the milestones table (see associated Milestones Template available on the Grants Office Resources web page).

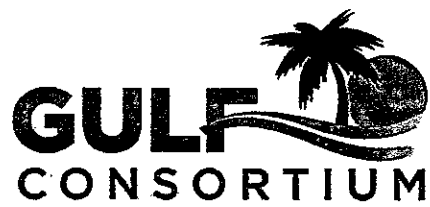
Metrics

The Spring Warrior project is consistent with and addresses the Gulf Coast Consortium Comprehensive Plan "Objective 8: Restore, Diversify, and Revitalize the Gulf Economy with Economic, and Environmental Restoration Projects".

The project is consistent with and addresses "Eligible Activity 10: Promotion of Tourism in the Gulf Coast Region including recreational fishing (primary)". The Spring Warrior project is consistent with Metric RES006 (Areas Acquired for Public Access). Detailed Metrics information is an attachment to the grant application.

Environmental Benefits

Upon the acquisition of Spring Warrior, the County will develop a site plan for a public recreational boater facility. Future development at the site will be designed to meet coastal and environmentally friendly standards. If there is non-native and/or invasive vegetation located on-site, it will be removed and replaced with native, coastal appropriate vegetation.



Environmental Compliance

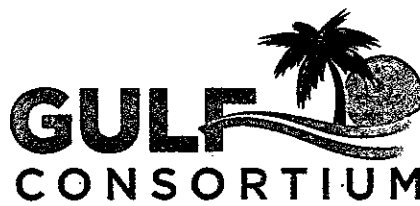
The Environmental Compliance Checklist is an attachment to the grant application. The Spring Warrior acquisition poses no known negative environmental impacts or threats. No endangered or imperiled animal species will be negatively impacted.

Supplemental Budget Template

SF-424A / SF-424C

6	Object Class categories	Taylor County Board of Commissioners					TOTAL (6)
		Gulf Consortium					
		1	2	3	4	5	
a	Personnel	-	-	-	-	-	-
b	Fringe Benefits	-	-	-	-	-	-
c	Travel	-	-	-	-	-	-
d	Equipment	-	-	-	-	-	-
e	Supplies	-	-	-	-	-	-
f(1)	Contractual	17,905	-	-	-	-	17,905
f(2)	Subrecipient(s)	-	-	-	-	-	-
	Construction or Land Acquisition						
g1	- Construction Management / Legal Expenses	-	-	-	-	-	-
g2	- Land, Structures, etc.	600,000	-	-	-	-	600,000
g3	- Relocation	-	-	-	-	-	-
g4	- Architectural and Engineering fees, etc.	-	-	-	-	-	-
g5	- Project Inspection Fees	-	-	-	-	-	-
g6	- Site Work	-	-	-	-	-	-
g7	- Demolition and Removal	-	-	-	-	-	-
g8	- Construction	-	-	-	-	-	-
g9	- Equipment	-	-	-	-	-	-
g10	- Miscellaneous	-	-	-	-	-	-
	Construction SUBTOTAL (lines g1-g10)	600,000	-	-	-	-	600,000
g11	- Contingencies (applicable to construction only)	-	-	-	-	-	-
g	Total Construction/Land Acquisition Charges	600,000	-	-	-	-	600,000
h	Other	-	-	-	-	-	-
i	TOTAL Direct Charges (sum of 6a - 6h)	617,905	-	-	-	-	617,905
	Enter the federally approved indirect rate (%)	-	0.00%	0.00%	0.00%	0.00%	-
j	Allowable Indirect Charges *	-	-	-	-	-	-
k	TOTALS (sum of 6i and 6j)	617,905	-	-	-	-	617,905

- * Note: Where Allowable Indirect Charges are Included, a copy of the subrecipient's current Negotiated Indirect Cost Rate Agreement must be submitted.
- * Using De Minimis indirect rate, Indirect costs are simple 10% of Modified Total Direct Costs (MTDC)
- * MTDC includes all salaries, fringe, materials and supplies, contractual costs, travel, and the first \$25k of subawards

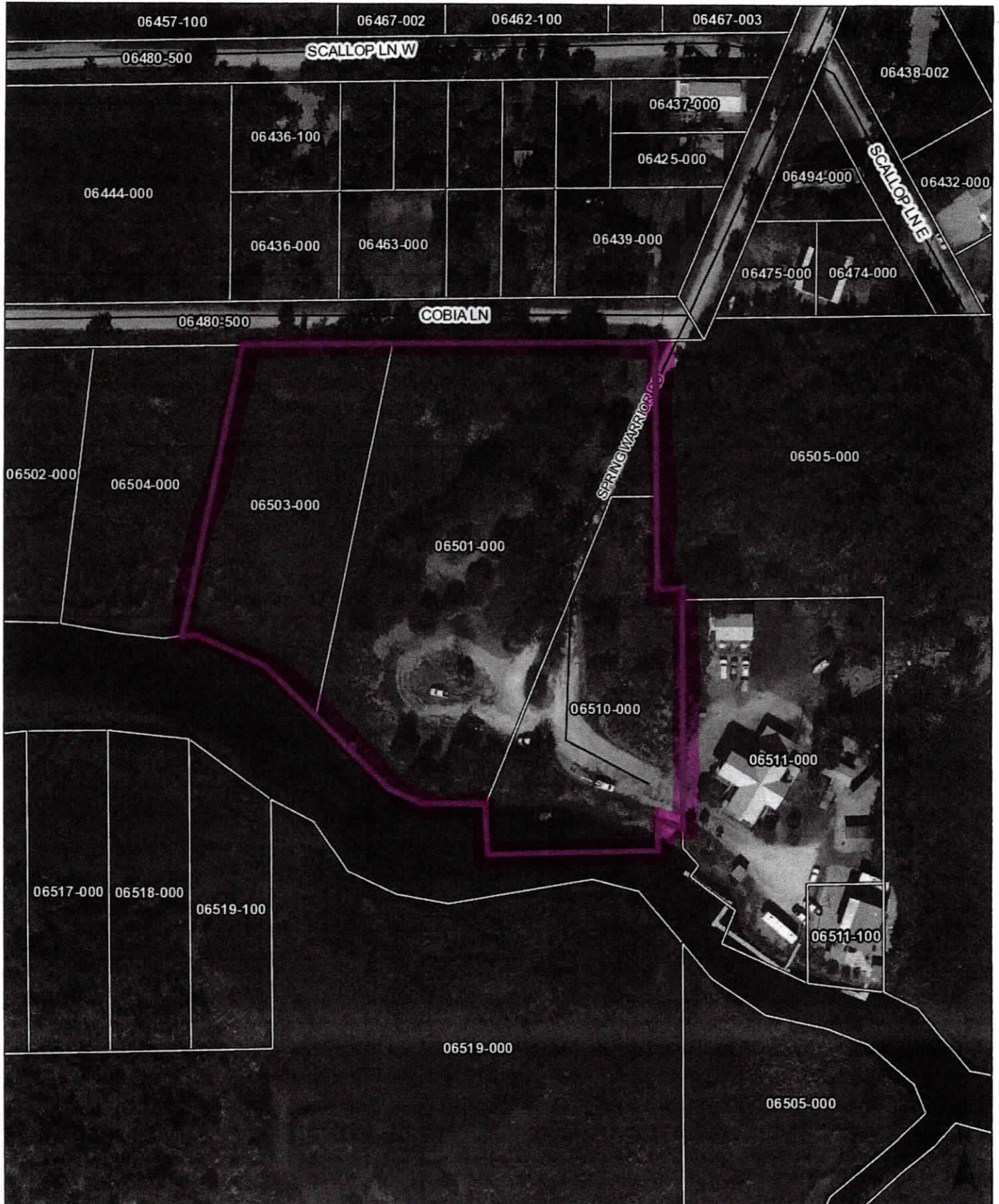


Council Environmental Compliance Checklist

SPRING WARRIOR

This project is land acquisition only at this time. A portion of the Spring Warrior site is currently used as a privately owned commercial boating facility. The County will ensure all Environmental Compliance standards listed below are met when moving forward with development of the site. .

Environmental Requirement	Has the requirement been addressed?	Compliance Notes (e.g., status of application, permit number, etc.)
National Environmental Policy Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Endangered Species Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
National Historic Preservation Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Magnuson-Stevens Act (Essential Fish Habitat)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Fish and Wildlife Coordination Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Coastal Zone Management Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Coastal Barrier Resources Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Farmland Protection Policy Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Clean Water Act Section 404	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Clean Water Act Section 401	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
River and Harbors Act Section 10	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Marine Protection, Research and Sanctuaries Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Marine Mammal Protection Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
National Marine Sanctuaries Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Migratory Bird Treaty Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Bald and Golden Eagle Protection Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Clean Air Act	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF REQUEST TO TRANSFER FUNDS FOR PROPOSED KEATON BEACH PROPERTY SALES.

MEETING DATE REQUESTED:

MAY 3, 2021

Statement of Issue: TO FUND COST OF SURVEY AND TITLE SEARCH.

Recommended Action: APPROVE BUDGET TRANSFER

Fiscal Impact: \$1,500

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: PER THE BOARD'S REQUEST, STAFF IS OBTAINING QUOTES TO COMPLETE A SURVEY AND TITLE SEARCH ON THE LOTS BEING CONSIDER FOR SALE IN KEATON BEACH. THE ESTIMATE TO COMPLETE THE SURVEY AND TITLE SEARCHES IS APPROXIMATELY \$1,500.

STAFF REQUESTS A TRANSFER FROM GENERAL FUND- RESERVE FOR CONTINGENCY TO 0105-54901 TO FUND THESE EXPENSES.

Options: APPROVE/NOT APPROVE

Attachments: MAP OF PROPERTIES



Shawna Beach, CFA
Taylor County Property Appraiser
For Assessment Purposes Only
www.taylorcountypa.com

0 10 20 40
Feet



Legend

- PAVED
- GRADED
- DIRT
- Parcel Lines
- Parcel
- CONSERVATION
- DRAINAGE
- ROADWAY
- STRUCTURE
- UTILITY

NOTE: This product has been compiled from the most accurate source data from Taylor County. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Taylor County and the Taylor County Property Appraiser assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



**THE BOARD TO CONSIDER APPROVAL TO THE TRAFFIC
SIGNAL MAINTENANCE AND COMPENSATION
AGREEMENT FOR FISCAL YEAR 2020-2021**

MEETING DATE REQUESTED: MAY 3, 2021

**Statement of Issue: TO AMEND AGREEMENT TO REFLECT CURRENT
CHAIRPERSON.**

Recommended Action: APPROVE AMENDMENT

Fiscal Impact: \$9,247

Budgeted Expense: REVENUE BUDGETED TO OFFSET EXPENDITURES

**Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
Contact: 838-3500 X 6**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues: THIS ANNUAL CONTRACT PROVIDES \$9,247 IN REVENUE,
TO PERFORM MAINTENANCE OF CERTAIN TRAFFIC SIGNALS IN TAYLOR
COUNTY.**

THIS CONTRACT MUST BE UPDATED TO REFLECT CURRENT CHAIRPERSON.

Options: APPROVE/NOT APPROVE

Attachments: AGREEMENT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

750-010-24
TRAFFIC OPERATIONS
08/16
Page 1 of 1

CONTRACT NO. ARV42
FINANCIAL PROJECT NO. 41352818805
F.E.I.D. NO. F596000879004
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Taylor County, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

Taylor County, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

Print/Type Name: James Hannigan

Title: District Traffic Operations Engineer

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
 TRAFFIC OPERATIONS
 06/16

Reimbursement for Maintenance and Operation

Exhibit A										
Compensation for Maintaining Traffic Signals and Devices for FY 2021										
Effective Date: from 07/01/2020 to 06/30/2021										
TAYLOR COUNTY										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR20/30, (US 19/27) at CR 359A WRIGHT/SLAUGHTER ROAD			\$873							\$873
SR30 at 180' WEST OF AUCILLA LANDING RD.							\$350			\$350
SR30 at WEST SIDE OF AUCILLA BRIDGE							\$350			\$350
SR30 at 1800' EAST OF AUCILLA LANDING RD.							\$350			\$350
SR30 at 270' EAST OF AUCILLA LANDING RD.							\$350			\$350
SR55, (US 221) at SR359A WRIGHT ROAD			\$873							\$873

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
 TRAFFIC OPERATIONS
 05/16

Reimbursement for Maintenance and Operation

Exhibit A										
Compensation for Maintaining Traffic Signals and Devices for FY 2021										
Effective Date: from 07/01/2020 to 06/30/2021										
TAYLOR COUNTY										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR55, (US19) at SR51			\$873							\$873
SR55, (US19/98/27A) at C-361			\$873							\$873
SR55, (US221) at CR14			\$873							\$873
SR55/30, (US19/27/98) at CR30	\$3,482									\$3,482
Total Lump Sum Amount*										\$9,247.00

* Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

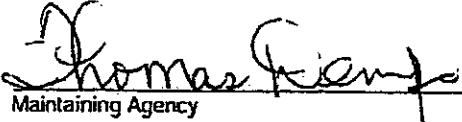
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC OPERATIONS
06/16

Reimbursement for Maintenance and Operation

Exhibit A
Compensation for Maintaining Traffic Signals and Devices for FY 2021
Effective Date: from 07/01/2020 to 06/30/2021
TAYLOR COUNTY

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$9,247.00


Maintaining Agency

11/17/20
Date

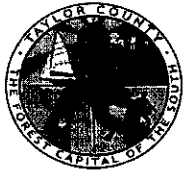
District Traffic Operations Engineer

Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



**THE BOARD TO CONSIDER APPROVAL OF DISTRRIBUTION
LETTER AND CERTIFICATE OF PARTICIPATION FOR THE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTAQNCE
GRANT (JAG) COUNTYWIDE PROGRAM.**

MEETING DATE REQUESTED:

05/03/2021

**Statement of Issue: FY2020 FLORIDA DEPARTMETN OF LAW ENFORCEMENT
EDWARD BYRNE MEMORIAL JUSTICE ASSISTAQNCE
GRANT (JAG) COUNTYWIDE PROGRAM**

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: UNDERSHERIFF MARTY TOMPKINS

Contact: 850-843-0440

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues: FY2020 LOCAL DIRECT BYRNE / JAG (JUSTICE
ASSISTANCE GRANT) FUNDS ARE A YEARLY GRANT THAT IS GIVEN OUT TO
LOAL LAW ENFORCEMENT AGENCIES TO ASSIST IN THE FIGHT AGAINST DRUGS.
THIS FUNDING IS USED BY THE TAYLOR COUNTY DRUG TASK FORCE (DTF).**

Options: APPROVE / NOT APPROVE

**Attachments: 1) CERTIFICATE OF PARTICIPATION, NEEDING CHAIRPERSON
SIGNATGURE**

2) 51% LETTER, NEEDING CHAIRPERSON SIGNATURE

CERTIFICATE OF PARTICIPATION

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Mr. Cody Menacof
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Menacof:

This letter provides notification that the Taylor County Board of Commissioners
☒ Accepts ☐ Declines to serve as the coordinating unit of government for the Florida Department of
Law Enforcement's Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program.

I understand, for the purposes of the JAG Countywide Program, the county can only request and approve applications for eligible subrecipients. In order to meet eligibility requirements, the county, and each organization or agency identified through the 51% planning process (as provided by Florida Administrative Code, Chapter 11D-9.002), must be able to document compliance with the following requirements prior to receiving a subaward:

- 2 C.F.R. Part 25—*Universal Identifier and System for Award Management (SAM) Requirements*
- 8 U.S.C §1373 & 1644—*Communication Between Governments and the Immigration and Naturalization Service*
- 28 C.F.R. Part 42—*Nondiscrimination; Equal Employment Opportunity; Policies and Procedures*
- 2 C.F.R. §200.318-326—*Federal Procurement Standards*
- 2 C.F.R Part 200.300-309—*Standards for Financial and Program Management*

For purposes of coordinating the preparation of application(s) for grant funds with the Office of Criminal Justice Grants, the following individual is designated as County Coordinator for the county's **FY20 JAG Countywide** subawards:

Name: <u>Melody Cox</u>	Agency: <u>Taylor County Department of Grants</u>
Title: <u>Director - Grants Administration</u>	Address: <u>511 Industrail Drive</u>
Email: <u>grants.coordinator@taylorcountygov.com</u>	City: <u>Perry, FL</u>
Phone: <u>850-838-3553</u>	Zip: <u>32347</u>

I acknowledge and understand the responsibility placed upon the county to ensure grant funds are used for improving criminal justice and subawards, as identified through the 51% process, are only approved to eligible subrecipients.

Sincerely,

Chair
Taylor County Board of Commissioners



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

April 19, 2021

Cody Menacof
Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308


Dear Mr. Menacaf;

In compliance with State of Florida Rule 11 D-9, F.A.C., the Taylor County Board of County Commissioners approves the distribution of \$34,417 (total allocation available) of the Federal Fiscal Year 2020 for the Edward Byrne Memorial Grant/Justice Assistance Grant (JAG) Program funds for the following projects within Taylor County.

<u>Sub Grantee</u> <u>City or County</u>	<u>Title of Project</u> <u>Taylor County</u>	<u>Dollar Amount</u> <u>(Federal Funds)</u>
Taylor County	Taylor County Drug Task Force	\$17,208.50
City of Perry	Perry PD Narcotics Unit	\$17,208.50

Respectfully,

Thomas Demps, Chairperson
Taylor County Board of County Commissioners

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	Budget Amendment for Sheriff's Office to cover expenses related to supervisor for work crew for remainder of the FY20-21 for county work, purchase of new dispatcher desks & Deputy overtime not covered by budget.
MEETING DATE REQUESTED:	May 3 rd , 2021

Statement of Issue: Request that the SO be allowed to keep revenue generated by Grants & Special Deputy Detail in the amount of \$96,981 for the purpose of funding an employee for work crew for county work, the purchase of new desk for dispatchers and any overtime excess from grants not covered by budget.

Recommended Action:

Fiscal Impact: None – Funds Generated from Sheriff's Office

Budgeted Expense: \$96,981

Submitted By: Undersheriff Marty Tompkins

Contact: Undersheriff Marty Tompkins

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Notes – Revenue Funds Requested per Item.

Special Deputies - \$8,175

COVID- 19 Grant (FY19-20) \$41,132

DOT Grant - \$9,940

Mobile Crisis Agreement - \$30,331

School Board – OT - \$700

LLEBG Grant (Balance of Old Grant from 2002) - \$3,039

Misc. Revenue (Unclaimed funds from State) - \$3,664

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider the re-appointment of one member to the Taylor County Development Authority Board.

MEETING DATE REQUESTED:

May 3, 2021

Statement of Issue: The Board of County Commissioner approved amending the membership of the Taylor County Development Authority from 7 members to 9 members on January 2, 2018. There are 2 upcoming vacancies on the TCDA Board. The TCDA advertised the openings and received 2 applications.

Recommended Action: Re-appoint member and continue to receive applications.

Fiscal Impact:

Budgeted Expense:

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Application
Copy of advertisement
Committee Roster



NORTH FLORIDA'S
RISING STAR

TCDA BOARD OF DIRECTORS APPLICATION

The applicant must be 18 years old or older.

Name: JOHN HART

Phone: (850) 843-0387

Address: 307 GLENRIDGE RD
PERRY, FL 32348

email: jorehaz@gmail.com

Applicant is:

Yes No

- | | | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | A resident of Taylor County |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to attend all board meetings |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to complete a two-year term |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to support TCDA's main goal of job creation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Willing to attend annual strategic planning sessions |

Please explain your interest in serving on the TCDA board:

TO HELP TAYLOR COUNTY GROW ECONOMICALLY AND IN
A MANNER THAT MATCHES OUR COMMUNITY VALUES.

Experiences or qualifications:

OWNER OF SMALL BUSINESS IN TAYLOR COUNTY w/ 20+ EMPLOYEES,
ROOTED + GROWN-ED NURSERY, LLC, 2018- PRESENT
MAINTENANCE + RELIABILITY MANAGER, GEORGIA PACIFIC, 2010-2018
MASTERS IN INDUSTRIAL ENGINEERING, UNIVERSITY OF FLORIDA, 2013
BACHELOR IN MECHANICAL ENGINEERING, UNIVERSITY OF FLORIDA, 2009

Other:

CURRENTLY ON THE BOARD OF KIWANIS CLUB OF PERRY AND
THE PERRY GOLF + COUNTRY CLUB

John Hart II
Signature

6/20/19
Date



Perry News-Herald

75¢
Friday/
Saturday
February 26-27, 2021



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

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 Wednesday, March 31, 2021.

TCDA	EXPIRES	3 YEARS
JOHN SINGER	05.14.2021	TAYLOR COUNTY DEVELOPMENT AUTHORITY
DON EVERETT JR	01.01.2022	TAYLOR COUNTY DEVELOPMENT AUTHORITY
JAMES REED	05.14.2024	TAYLOR COUNTY DEVELOPMENT AUTHORITY
WALLACE HOLMES, JR	01.01.2022	TAYLOR COUNTY DEVELOPMENT AUTHORITY
BLAIR BEATY	05.14.2024	TAYLOR COUNTY DEVELOPMENT AUTHORITY
JOHN HART	05.14.2021	TAYLOR COUNTY DEVELOPMENT AUTHORITY
MATT ECKEL	05.14.2024	TAYLOR COUNTY DEVELOPMENT AUTHORITY
PAM FEAGLE - EX OFFICIO	ex officio	TAYLOR COUNTY DEVELOPMENT AUTHORITY
VENITA WOODFAULK - EX OFFICIO	ex officio	TAYLOR COUNTY DEVELOPMENT AUTHORITY

Sec. 74-4. - Golf carts on certain roads.

(11)

(a) *Beaches area.*

- (1) It is in the interest of the citizens of the beaches area of Taylor County, Florida to allow golf carts on certain streets and roads pursuant to F.S. § 316.212.
- (2) The board of county commissioners of Taylor County hereby finds that golf carts, if operated properly, may travel over the streets and roads designated in the beaches area of Taylor County, Florida.
- (3) A golf cart may be operated on the following streets and or roads located in the beaches area of unincorporated Taylor County, Florida, the areas of operation are further described as follows:
 - a. Dekle: From Dekle Beach entrance and through the Dekle Beach area.
 - b. Ezell: From the corner store throughout the Ezell Beach area.
 - c. Keaton: From Saw Grass Estates to 700 feet north of the Corner Store.
 - d. Cedar: From the entrance to Cedar Island and throughout the Cedar Island area.
 - e. Dark Island: From the entrance to Dark Island and throughout the Dark Island area.
- (4) Golf carts may be operated between the hours before sunrise and after sunset if equipped with, at a minimum, headlights, brake lights, turn signals, a windshield, and red reflective devices on the front and rear of the golf cart. Golf carts that do not meet the above standards shall only be permitted to operate between sunrise and sunset, and those golf carts must be equipped pursuant to subsection (5) below.
- (5) Golf carts must be equipped with efficient brakes, reliable steering, safe tires, a rearview mirror, and red reflector warning devices in both front and rear.
- (6) Golf carts must yield to regular motor vehicles when it is apparent that the traffic congestion is occurring and shall in every event, yield to police and emergency vehicles.
- (7) No golf cart shall be operated by anyone without a valid driver's license.
- (8) No golf cart shall be operated in the aforementioned areas unless there is an in-force insurance policy covering the golf cart. It shall be the responsibility of the owner of the golf cart to obtain and maintain insurance covering the golf cart and carry proof of same at all times during which the covered golf cart is operated on the above-described areas. The minimum amount of required insurance coverage shall be \$50,000.00 per person/bodily injury, \$100,000.00 per incident/property and umbrella.
- (9) Golf cart use is intended for residents and visitors to the beaches area described above. Commercial leasing of golf carts for use on the streets and roads of Taylor County remains prohibited.
- (10) A violation of this subsection (a) is a non-criminal traffic infraction, punishable pursuant to F.S. ch. 318 as either a moving violation for infractions of subsection (1), subsection (2), subsection (3), or subsection (4), or as a non-moving violation for infractions of subsection (5) and (6).

(b) *Spring Warrior area.*

- (1) It is in the interest of the citizens of the Spring Warrior area of Taylor County, Florida to allow golf carts on certain streets and roads pursuant to F.S. § 316.212.
- (2) The board of county commissioners of Taylor County hereby finds that golf carts, if operated properly, may travel over the streets and roads designated in the Spring Warrior area of Taylor County, Florida.
- (3) A golf cart may be operated on the following streets and or roads located in the Spring Warrior area of unincorporated Taylor County, Florida, the areas of operation are further described as follows:

- a. Last half mile of Spring Warrior Road.
- (4) Golf carts may only be operated during the hours between sunrise and sunset.
 - (5) Golf carts must be equipped with efficient brakes, reliable steering, safe tires, a rearview mirror, and red reflector warning devices in both front and rear.
 - (6) Golf carts must yield to regular motor vehicles when it is apparent that the traffic congestion is occurring and shall in every event, yield to police and emergency vehicles.
 - (7) No golf cart shall be operated by anyone under the age of 16 years in the above mentioned areas.
 - (8) No golf cart shall be operated in the aforementioned areas unless there is an in-force insurance policy covering the golf cart. It shall be the responsibility of the owner of the golf cart to obtain and maintain insurance covering the golf cart and carry proof of same at all times during which the covered golf cart is operated on the above-described areas. The minimum amount of required insurance coverage shall be \$50,000.00 per person/bodily injury, \$100,000.00 per incident/property and umbrella.
 - (9) Golf cart use is intended for residents and visitors to the Spring Warrior area described above. Commercial leasing of golf carts for use on the streets and roads of Taylor County remains prohibited.
 - (10) A violation of this subsection (b) is a non-criminal traffic infraction, punishable pursuant to F.S. ch. 318 as either a moving violation for infractions of subsection (1), subsection (2), subsection (3), or subsection (4), or as a non-moving violation for infractions of subsection (5) and (6).
- (c) *Steinhatchee area.*
- (1) It is in the interest of the citizens of the Steinhatchee area of Taylor County, Florida to allow golf carts on certain streets and roads pursuant to F.S. 316.212.
 - (2) The board of county commissioners of Taylor County hereby finds that golf carts, if operated properly, may travel over the streets and roads designated in the Steinhatchee area of Taylor County, Florida.
 - (3) A golf cart may be operated on the following streets and or roads located in the Steinhatchee area of unincorporated Taylor County, Florida, the areas of operation are further described as follows:
 - a. The description of the area is as follows:

Commence at the intersection of the North boundary line of Section 17, Township 9 South, Range 10 East and the Steinhatchee River for a Point of Beginning; thence run West along the North boundary line of Sections 17 and 18, T9S, R10E to the point of intersection with State Road 51, thence run Southerly along the West boundary line of State Road 51 to a Point of Intersection with the North Boundary line of McCain Tower Road, continue West along said North boundary line of McCain Tower Road through Section 18, T9S, R10E and Sections 13,14, and 15, T9S, R9E to the intersection with County Road 361 (Beach Road), continue West across County Road 361 through Sections 15 and 16, T9S, R9E to the half section line of Section 16, T9S, R10E, thence run South through Sections 16 and 21, T9S, R9E to the Gulf of Mexico, thence run Southerly, Easterly and Northerly along the shore line of the Gulf of Mexico and the Northwesterly boundary of the Steinhatchee River back to the point of beginning.
 - b. The roads are as follows:
 - 1. McCain Tower Road from Beach Road West to the river east.
 - 2. Hidden Road from McCain Tower Road West to the river east.
 - 3. Sugar Hill road from the Beach road to the river east.

4. Roy's road from Gulf of Mexico to Beach Road.
5. Bird Pond road for its entirety.
6. Wild wood for its entirety.
7. Pine Hill Drive for its entirety.
8. Cedar Street for its entirety.
9. King Street for its entirety.
10. 6th Avenue North for its entirety.
11. 5th Avenue North for its entirety.
12. 4th Avenue North for its entirety.
13. 3rd Avenue North for its entirety.
14. 2nd Avenue North for its entirety.
15. 1st Avenue North for its entirety.
16. 1st Avenue South from Beach Road to the river of the east.
17. 2nd Avenue South from SR 51 to the river on the east.
18. 6th Street West for its entirety.
19. 5th Street West for its entirety.
20. Stephens Street for its entirety.
21. 3rd Street West for its entirety.
22. 1st Street West for its entirety.
23. 1st> Street East for its entirety.
24. Park Avenue.
25. 5th Street East for its entirety.
26. 6th Street East for its entirety.
27. 7th Street East for its entirety.
28. 8th Street East for its entirety.
29. 9th Street East for its entirety.
30. 10th Street East from river for its entirety.
31. 11th Street East for its entirety.
32. 12th Street East for its entirety.
33. 13th Street East for its entirety.
34. 14th Street East for its entirety.
35. 15th Street East for its entirety.
36. Granger Drive for its entirety.
37. Robin Lane for its entirety.
38. Duncan Lane for its entirety.
39. White Lane for its entirety.
40. 2nd Avenue South for its entirety.

41. 2nd Street East for its entirety.
42. 2nd Street West for its entirety.
43. 3rd Avenue South for its entirety.
44. 3rd Street East for its entirety.
45. 4th Street East for its entirety.
46. 4th Street West for its entirety.
47. 7th Street West for its entirety.
48. 16th Street East for its entirety.
49. 17th Street East for its entirety.
50. Allen Lane for its entirety.
51. Bird Pond Road for its entirety.
52. Carmichael Lane for its entirety.
53. Central Avenue for its entirety.
54. Church Street for its entirety.
55. Clara Lane for its entirety.
56. Dove Lane for its entirety.
57. Dundee Street for its entirety.
58. Dunwood Street for its entirety.
59. DuPont Street for its entirety.
60. E R Cannon Road.
61. Fenway Avenue for its entirety.
62. Folsom Street for its entirety.
63. Front Street for its entirety.
64. Gary Lane for its entirety.
65. Gordon Drive for its entirety.
66. Howard Street for its entirety.
67. Jenkins Road for its entirety.
68. Lance Drive for its entirety.
69. Lundy Lane for its entirety.
70. Mack Cruce Road for its entirety.
71. Magnolia Drive for its entirety.
72. Main Street for its entirety.
73. Malloy Street for its entirety.
74. Monroe Street for its entirety.
75. Myrtle Street for its entirety.
76. Nancy Lane for its entirety.
77. Palm Street for its entirety.

- 78. Park Street for its entirety.
- 79. Pruitt Drive for its entirety.
- 80. Rives Avenue for its entirety.
- 81. Ryland Circle for its entirety.
- 82. Spring Place for its entirety.
- 83. Springhill Road for its entirety.
- 84. Starke Lane for its entirety.
- 85. Steinhatchee Roll Off Road.
- 86. Stephenville Road for its entirety.
- 87. Vaughn Lane for its entirety.
- 88. Virginia Avenue for its entirety.
- 89. Walnut Street for its entirety.
- 90. Warner Street for its entirety.
- 91. Webb Lane for its entirety.
- 92. Winslow Street for its entirety.

All crossings at existing intersections.

The following crossing will be at State Highway 51:

- 1. 1st Avenue S.E.

- (4) Golf carts may be operated between the hours before sunrise and after sunset if equipped with, at a minimum, headlights, brake lights, turn signals, a windshield, and red reflective devices on the front and rear of the golf cart. Golf carts that do not meet the above standards shall only be permitted to operate between sunrise and sunset, and those golf carts must be equipped pursuant to subsection (c)(5) below.
- (5) Golf carts must be equipped with efficient brakes, reliable steering, safe tires, a rearview mirror, and red reflector warning devices in both front and rear.
- (6) Golf carts must yield to regular motor vehicles when it is apparent that the traffic congestion is occurring and shall in every event, yield to police and emergency vehicles.
- (7) No golf cart shall be operated by anyone under the age of 16 years in the above mentioned areas.
- (8) No golf cart shall be operated in the aforementioned areas unless there is an in-force insurance policy covering the golf cart. It shall be the responsibility of the owner of the golf cart to obtain and maintain insurance covering the golf cart and carry proof of same at all times during which the covered golf cart is operated on the above described areas. The minimum amount of required insurance coverage shall be \$50,000.00 per person/bodily injury, \$100,000.00 per incident/property and umbrella.
- (9) A violation of this subsection is a non-criminal traffic infraction, punishable pursuant to F.S. Chapter 318 as either a moving violation for infractions of subsection (1), subsection (2), subsection (3), or subsection (4), or as a nonmoving violation for infractions of subsection (5) and (6).

(d) *Econfina River area.*

- (1) It is in the interest of the citizens of the Econfina River area of Taylor County, Florida to allow golf carts on certain streets and roads pursuant to F.S. Section 316.212.

- (2) The board of county commissioners of Taylor County hereby finds that golf carts, if operated properly, may travel over the streets and roads designated in the Econfina River area of Taylor County, Florida.
 - (3) A golf cart may be operated on the following streets and or roads located in the Econfina River area of unincorporated Taylor County, Florida, the areas of operation are further described as follows:
 - a. Econfina River Road—From a point two and two-tenths miles from the entrance to Econfina State Park to the entrance of the Econfina State Park.
 - (4) Golf carts may only be operated during the hours between sunrise and sunset.
 - (5) Golf carts must be equipped with efficient brakes, reliable steering, safe tires, a rearview mirror, and red reflector warning devices in both front and rear.
 - (6) Golf carts must yield to regular motor vehicles when it is apparent that the traffic congestion is occurring and shall in every event, yield to police and emergency vehicles.
 - (7) No golf cart shall be operated by anyone under the age of 16 years in the above mentioned areas.
 - (8) No golf cart shall be operated in the aforementioned areas unless there is an in-force insurance policy covering the golf cart. It shall be the responsibility of the owner of the golf cart to obtain and maintain insurance covering the golf cart and carry proof of same at all times during which the covered golf cart is operated on the above described areas. The minimum amount of required insurance coverage shall be \$50,000.00 per person/bodily injury, \$100,000.00 per incident/property and umbrella.
 - (9) Golf cart use is intended for residents and visitors to the Econfina River area described above. Commercial leasing of golf carts for use on the streets and roads of Taylor County remains prohibited.
 - (10) A violation of this subsection is a non-criminal traffic infraction, punishable pursuant to F.S. Chapter 318 as either a moving violation for infractions of subsection (1), subsection (2), subsection (3), or subsection (4), or as a non-moving violation for infractions of subsections (5) and (6).
- (e) *Other areas.*
- (1) It is in the interest of the citizens of Taylor County, Florida to allow golf carts at the crossing 375 feet south of the intersection of County Road 30 and County Road 356. The crossing is placed at the second access to the drive to the building located at 3201 Foley Road directly across from the entrance to the Buckeye Park.
 - (2) The board of county commissioners of Taylor County hereby finds that golf carts, if operated properly, may travel over the road and intersection mentioned in (1) of this subsection (d).
 - (3) Golf carts may be operated between the hours before sunrise and after sunset if equipped with, at a minimum, headlights, brake lights, turn signals, a windshield, and red reflective devices on the front and rear of the golf cart. Golf carts that do not meet the above standards shall only be permitted to operate between sunrise and sunset, and those golf carts must be equipped pursuant to subsection (4) below.
 - (4) Golf carts must be equipped with efficient brakes, reliable steering, safe tires, a rearview mirror, and red reflector warning devices in both front and rear.
 - (5) Golf carts must yield to regular motor vehicles when it is apparent that the traffic congestion is occurring and shall in every event, yield to police and emergency vehicles.
 - (6) No golf cart shall be operated by anyone without a valid driver's license.
 - (7) No golf cart shall be operated in the aforementioned areas unless there is an in-force insurance policy covering the golf cart. It shall be the responsibility of the owner of the golf cart to obtain and maintain

insurance covering the golf cart and carry proof of same at all times during which the covered golf cart is operated on the above described areas. The minimum amount of required insurance coverage shall be \$50,000.00 per person/bodily injury, \$100,000.00 per incident/property and umbrella.

- (8) A violation of this subsection (d) is a non-criminal traffic infraction, punishable pursuant to Chapter 318 Florida Statutes as either a moving violation for infractions of subsection (1), subsection (2), subsection (3), or subsection (4), or as a non-moving violation for infractions of subsection (5) and (6).

(Ord. No. 2003-6, §§ 1—10, 9-16-2003; Ord. No. 2004-6, 4-5-2004; Ord. No. 2009-06, §§ 1—10, 3-17-2009; Ord. No. 2009-10, §§ 1—10, 6-30-2009; Ord. No. 2009-11, §§ 1—10, 9-1-2009; Ord. No. 2009-13, §§ 1—10, 10-5-2009; Ord. No. 2010-02, §§ 1—10, 1-4-2010; Ord. No. 2010-10, §§ 1—10, 9-7-2010; Ord. No. 2014-03, §§ 1—10, 11-17-2014; Ord. No. 2015-03, §§ 1—8, 4-21-2015; Ord. No. 2016-01, § 2, 7-5-2016; Ord. No. 2016-03, § 3, 8-10-2016; Ord. No. 2017-04, § 1, 3-6-2017; Ord. No. 2018-07, § 1, 9-18-2018; Ord. No. 2020-03, § 1, 8-3-2020)

John Hart
307 Glenridge Rd
Perry, FL 32348

4/29/2021

Taylor County BOCC
201 E. Green St
Perry, FL 32347

To Whom It May Concern:

Thank you for allowing me to serve on the Taylor County Development Authority. I am requesting to be reappointed to the TCDA board for another term.

Sincerely,

A handwritten signature in black ink that reads "John R. Hart II". The signature is written in a cursive style with a large, stylized "J" and "H".

John R. Hart II

TAYLOR COUNTY BOARD OF COMMISSIONERS

19

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL OF THE FDOT TRANSFER & MAINTENANCE AGREEMENT FOR THE AUCILLA BRIDGE #544061 REPLACEMENT PROJECT AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS.

MEETING DATE REQUESTED:

May 3, 2021

Statement of Issue: The Florida Department of Transportation (FDOT) is proposing to replace Aucilla Bridge #544061, portions of which are owned by and located within the jurisdictional boundaries of Jefferson and Taylor Counties.

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

Fiscal Impact: FISCAL YR 2021/22 - N/A

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners received a request from FDOT on April 6, 2021 regarding a proposed replacement of Bridge #544061 over the Aucilla River on CR 257A. Due to the associated federal funding, FDOT is required to execute a Transfer & Maintenance Agreement with the Local Agency (Taylor County) to ensure the continued operation and maintenance responsibility of the Off-System project. The Agreement is an affirmation by the Local Agency that continued operation and maintenance responsibility will remain with the Local Agency once the project's construction is complete. See attached.

The agreement obligates Taylor County and Jefferson County to own, operate and maintain their respective portions of the Bridge Replacement (#544092) once construction is complete. Jefferson County will continue to maintain the replaced Bridge Structure. As specifically stated in the Section 9 of the agreement, from the south approach slab and continuing north, including, without limitation, bridge approaches, bridge substructure, bridge superstructure, pavement, guardrail, barrier wall, signage, pavement marking, and drainage structures, as applicable, shall be operated, maintained, and repaired in a good and workmanlike manner, with reasonable care by Jefferson County. Taylor County will maintain everything beyond these identified portions within Taylor County.

Under the terms of the agreement, Taylor County shall be only be responsible for construction costs associated with that portion of the project located within its jurisdictional boundary that are deemed ineligible for federal funding (as identified by the FDOT). Such costs should only be an issue if Taylor County requests additions/revisions that are inconsistent with Federal eligibility.

In summary, this Agreement offers the opportunity to replace an aged component of our interconnected infrastructure network at no direct expense to Taylor County. The Agreement also recodifies Jefferson County's responsibility for maintenance and repair of the new bridge. Therefore, Staff recommends that the Commission approve the Transfer & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

Options:

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

Attachments:

Authorizing Signature Resolution
Transfer & Maintenance Agreement

RESOLUTION 2021-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA ENDORSING DELIVERY OF A PROJECT FOR BRIDGE NO. 544092, AT CR 14 OVER AUCILLA RIVER BY THE FLORIDA DEPARTMENT OF TRANSPORTATION IN TAYLOR COUNTY, FLORIDA.

WHEREAS, the Board of County Commissioners of Taylor County, Florida has the authority to enter into agreements with the Florida Department of Transportation (FDOT); and

WHEREAS, the Board of County Commissioners desire to endorse delivery by FDOT providing for FDOT construction of Bridge No. 544092 in Taylor County, Florida under Financial Project No. 434032-1-52-01; and

WHEREAS, the Board of County Commissioners grant authority to the Chairman of the Board of County Commissioners to sign this endorsement resolution on behalf of the Board; and

WHEREAS, the FDOT is scheduled to replace the CR 14 bridge over Aucilla River, a federally funded project on behalf of Taylor County; and

WHEREAS, Taylor County must adopt a resolution endorsing the FDOT's delivery of this project prior to the FDOT's delivery of the project; and

WHEREAS, although Taylor County is LAP certified, Taylor County requests that the FDOT deliver the project because doing so allows for greater efficiency, innovation, cost, or time savings, or other reasons that allow for optimal project delivery; and

WHEREAS, the FDOT and Taylor County understand that Jefferson County will be perpetually maintaining said Bridge No. 544092 immediately upon completion of construction pursuant to the Off-System Bridge Project Agreement by and between the Florida Department of Transportation and Jefferson County, and Taylor County hereby approves and consents to entry by Jefferson County employees or agents, upon its right-of-way for purposes of maintaining the bridge pursuant to the above-referenced Off-System Bridge Project Agreement. Taylor County shall be responsible for the construction costs associated with the project that are deemed ineligible for federal funding (as identified by the FDOT), as it relates to construction costs for that portion of the project located within the jurisdictional boundaries of Taylor County;

NOW THEREFORE, BE IT RESOLVED by the Taylor County Board of County Commissioners, in a meeting assembled on the ____ day of ____ (month), 2021, that the Board approved this resolution and endorses the FDOT's delivery of the CR14 Bridge Replacement over the Aucilla River (FPID 434032-1-52-01).

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

ATTEST:

By: _____
Chairman

Clerk of Court

TRANSFER AND MAINTENANCE AGREEMENT

THIS TRANSFER & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department"), Jefferson County, Florida ("Jefferson"), and Taylor County, Florida ("Taylor") (Jefferson and Taylor may be collectively referred to as "Agency", herein).

-RECITALS-

1. The term "Property" shall collectively refer to certain real property, portions of which are owned by and located within the jurisdictional boundaries of Jefferson ("Jefferson Maintained Property", shaded in red on **Exhibit "A"**) and portions of which are owned by and located within the jurisdictional boundaries of Taylor ("Taylor Property", shaded in orange on **Exhibit "A"**); and
2. The County Road 257A Aucilla River Bridge (Bridge Number 544061) ("Existing Bridge"), as shown in **Exhibit "A"**, which is approximately 176 feet long, currently owned by Jefferson County, and exists on the Property, is partially located within Jefferson and partially located within Taylor; and
3. The Department will be constructing a transportation project on the Property via Financial Project Number ("FIN") 434032-1-52-01 ("Project"), which shall include replacement and realignment of the Existing Bridge which will be assigned a new Bridge Number after construction ("Replacement Bridge"), the currently anticipated location of the Replacement Bridge is shaded in yellow on **Exhibit "B" Composite B-1**; and
4. In order to construct the Project, the Department has or is in the process of acquiring additional real property for a temporary construction easement, some of which is located in Jefferson and some of which is located in Taylor; and
5. The property being acquired in Jefferson and Taylor is being purchased for the sole purpose of constructing the Project; and
6. A portion of each of the Jefferson Property and the Taylor Property include a perpetual easement from the Trustees of the Internal Improvement Trust Fund to Department, Jefferson and Taylor ("TIITF Easement", attached as **Exhibit "C"**), the TIITF Easement located on or within the Jefferson and Taylor Property is outlined in teal on **Exhibit "B" Composite "B-1"** and in purple on **Exhibit "C" Composite C-1**; and
7. For purposes of this Agreement, the term Property shall also incorporate the Jefferson Property, the Taylor Property, and the TIITF Easement; and
8. For purposes of this Agreement, the term "Improvements" means and shall refer to the removal of the Existing Bridge and construction of the Replacement Bridge, including, without limitation, bridge approaches, bridge substructure, bridge superstructure, pavement, guardrail, barrier wall, signage, pavement marking, and drainage structures, as applicable; and
9. The Department shall fund construction of the Improvements; and
10. The Department's ability to fund construction of the Improvement is wholly contingent on appropriation of funds to the Department; and
11. The Department shall construct the Improvements; and
12. A date for the commencement of construction of the Improvement has not been established; and
13. The Jefferson Conveyance will contain the portion of the TIITF Easement that is located within the jurisdictional boundaries of Jefferson; and
14. The Taylor Conveyance will contain the portion of the TIITF Easement that is located within the jurisdictional boundaries of Taylor; and

15. Following construction of the Improvements, Jefferson will operate, maintain and repair the Replacement Bridge; and
16. Jefferson shall also continue to own, operate, maintain, and repair the Jefferson Property and all improvements, therein; and
17. Taylor shall also continue to own, operate, maintain, and repair the Taylor Property and all improvements, therein; and
18. Following the construction of the project, Jefferson and Taylor, each Agency, respectively, agrees that it shall own operate, maintain and repair the TIITF Easement and Improvement therein, at their sole cost and expense; and
19. Jefferson, by Resolution XXXX-XX dated XXXXX has previously endorsed delivery of the Project, see attached **Exhibit "D"**; and
20. Taylor, by Resolution XXXX-XX dated XXXXX has previously endorsed delivery of the Project, see attached **Exhibit "E"**; and
21. By Resolution _____ dated _____, Jefferson authorized its representative(s) to execute and enter this Agreement on behalf of the Agency, see **EXHIBIT "F"**; and
22. By Resolution _____ dated _____, Taylor authorized its representative(s) to execute and enter this Agreement on behalf of the Agency, see **EXHIBIT "G"**; and

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

1. RECITALS AND EXHIBITS

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

2. EFFECTIVE DATE

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

3. ACCESS

This Agreement authorizes the Department to access the Jefferson Property or the Taylor Property, as the case may be, for the limited purpose of performing this Agreement.

4. E-VERIFY

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

5. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department. Prior to termination of this Agreement, the Department will give 60 days' notice to Taylor and Jefferson.

6. COMPLIANCE

Jefferson and Taylor shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local,

administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

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

8. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the Improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. The Department shall manage the performance, operation, maintenance, and repair of the Detour Property during the construction period.

C. Prior to commencement of construction and at their sole cost and expense, Jefferson and Taylor shall ensure that their Agency's Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

9. OPERATION, MAINTENANCE & REPAIR

A. Upon completion of the construction, Jefferson and Taylor shall each own, operate, maintain, and repair the Property and TIITF Easement, therein, as are located on or within each County's jurisdictional boundaries, respectively, at their sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law. The reconstructed bridge, from the south approach slab and continuing north, including, without limitation, bridge approaches, bridge substructure, bridge superstructure, pavement, guardrail, barrier wall, signage, pavement marking, and drainage structures, as applicable, shall be operated, maintained, and repaired in a good and workmanlike manner, with reasonable care by Jefferson.

Nothing in this Agreement shall obligate the Department to maintain or repair the Taylor Property, Jefferson Property, TIITF Easement or any Improvement therein, said obligations to remain the sole responsibility of either Taylor or Jefferson, respectively.

B. Jefferson and Taylor agree that they will be solely responsible for the operation, maintenance, and repair of the Taylor Property, Jefferson Property, TIITF Easement or any Improvement therein, except for the bridge structure which will be maintained by Jefferson County, as described in subparagraph A. above, as located on or within their respective jurisdictional boundaries and as indicated in paragraph A. above. Should either Jefferson or Taylor fail to operate, maintain, and repair of the Taylor Property, Jefferson Property, TIITF Easement or any Improvement therein, in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 CFR 1.27 and under the authority of Title 23, Section 116, U.S. Code, Jefferson and Taylor agree that each shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Taylor Property, Jefferson Property, TIITF Easement or any Improvement therein, as located within their respective jurisdictional boundaries. If the Department claims that either Jefferson or Taylor, as the case may be, fails to comply with the terms of this provision, it shall give written notice to the same of the specific failure and

the applicable Agency shall have an opportunity to cure the claimed deficiency within (60) days of such notice or such other time. The Department shall invoice the applicable Agency for any operation, maintenance, or repair expenses charged to the Department and located on or within the respective Agency's Property, and the applicable Agency shall pay such invoices in accordance with the "Payment" section of this Agreement. Nothing in this Agreement shall relieve either Agency of its financial obligations to the Department should this occur.

C. If at any time in the sole determination of the Department, the integrity or safety of the Improvement requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide Jefferson and Taylor with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The applicable Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

B. FEDERAL NON-PARTICIPATION/FUNDING

A. Jefferson and Taylor agree that any Improvement constructed on their respective properties will be compensable by the Department only if such items are deemed to be federal participating as determined in accordance with the Federal Aid Policy Guide 23, CFR Section 635.120 ("CFR"). Examples of non-participating items may include, without limitation, the following: fishing piers; premium costs due to design or CEI errors/omissions; material or equipment called for in the plans but not used in construction of the Improvement.

B. The example items listed in paragraph A, above, are not intended to be an exhaustive list. A determination of an item as a federal non-participating cost, shall be made in the Department's sole discretion and, without limitation, in accordance with the CFR. Any item or Improvement deemed to be a federal non-participating item shall be funded at the sole expense of the Agency.

a. Should the Department identify a federal non-participating item, the Agency shall provide a deposit for the amount of the federal non-participating item to the Department within fourteen (14) calendar days of the Department's determination and notification of the same to the Agency.

b. The Department shall notify the applicable Agency as soon as it is determined that a non-participating federal item exists; however, failure of the Department to so notify the applicable Agency shall not relieve that Agency of its obligation to pay for the entire amount of all federal non-participating costs accrued during the construction of the Improvement and upon final accounting.

c. In the event the Agency cannot provide the deposit within fourteen (14) calendar days, a letter, prior to expiration of that time, must be submitted to and approved by the Department's contract manager establishing a mutually agreeable date of deposit.

d. The Agency understands the extension of time, if so approved, may delay construction of the Improvement, and additional federal non-participating costs may be incurred due to the delay.

C. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All federal non-participating fund cost records and accounts shall be subject to audit by a representative of the Agency for a period of three (3) years after final close out of the Project. The Agency will be notified of the final federal non-participating costs of the Project. Both parties agree that in the event the final accounting of total federal non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the Agency. If the final accounting is not performed within three hundred and sixty (360) days, the Agency is not relieved of its obligation to pay. In the event the final accounting of total federal non-participating costs is greater than the total deposits to date, the Agency will pay the additional amount within forty (40) calendar days of the date of the invoice from the Department.

D. The payment of funds pursuant to this Agreement provision will be made directly to the Department for deposit.

C. WARRANTIES

After completion of construction of the Improvement and upon each Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the appropriate Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

D. UTILITIES

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

E. MAINTENANCE OF TRAFFIC

A. Following construction of the Project, Jefferson and Taylor shall be responsible for any necessary maintenance of traffic ("MOT") at all times during its performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of the Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; and (3) the Department's Roadway Design Standards Index 600 Series.

B. If Jefferson or Taylor fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the sole cost and expense of Jefferson or Taylor, as the case may be. Should the Department perform MOT, the Department shall provide each Agency with an invoice for the costs incurred by the Department and the applicable Agency shall pay its portion of the invoice in accordance with the "Payment" section of this Agreement.

F. REMOVAL

A. The Department may require Jefferson or Taylor to remove the Improvement restore the Property to such condition as required by the Department if the Department determines: (1) the Improvement is not maintained in accordance with Governmental Law; (2) removal of the Improvement is required by applicable Governmental Law; (3) Jefferson or Taylor breaches a material provision (as determined by the Department) of this Agreement, or (4) removal of the Improvement is necessitated by the Department in the conduct of its business. Removal and restoration shall be completed by Jefferson and Taylor within sixty (60) days of the date of the Department's written notice requiring removal of the Improvement, or such other time as the Department and the Agency mutually agree in writing.

B. Removal and restoration shall be completed by the Agency in accordance with all applicable Governmental Law.

C. Should Jefferson or Taylor fail to complete the removal and restoration work as required herein, the Department may: (1) provide both with written authorization granting such additional time as the Department deems appropriate to complete removal and restoration; or (2) complete the removal and restoration at Jefferson and Taylor's sole cost and expense. Should the Department elect to complete the removal and restoration, the Department shall provide Jefferson and Taylor with an invoice for the costs incurred by the Department and the applicable Agency shall pay its portion of the invoice in accordance with the "Payment" section of this Agreement.

G. EMINENT DOMAIN AND DAMAGES

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

H. PAYMENT

All Department invoices submitted to either Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date") and in the case of an emergency and unanticipated repairs within 90 days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full.

I. INDEMNIFICATION

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

B. Jefferson or Taylor, as the case may be, shall notify the Department in writing immediately upon becoming aware of any Liabilities. Jefferson and Taylor's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to Jefferson or Taylor, as applicable. Neither Jefferson nor Taylor's inability to evaluate liability, or its evaluation of liability, shall excuse either Agency from performance of the provisions of this paragraph.

J. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

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

K. NOTICE

All notices, communications and determinations between the parties and those required to be given under this Agreement, including, without limitation, any change to the notification address set forth below, shall be in writing and shall be sufficient if mailed by registered or certified mail to the parties at the following addresses:

Department: Florida Department of Transportation – District 3
Attention: District 3 Secretary – Phillip Gainer
Highway 90 East
Chipley, Florida 32428-0607

Jefferson: Jefferson County Coordinator's Office
Attention: Parrish Barwick
1484 S. Jefferson Street
Monticello, Florida 32344

Taylor: Taylor County Board of County Commissioners
Attention: Kenneth Dudley
201 East Green Street
Perry, Florida 32347

Jefferson and Taylor agree that a failure to notify Department by certified mail of any changes to its notification address shall have waived any defense based on Department's failure to notify the Agency, respectively.

L. GOVERNING LAW

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

M. INITIAL DETERMINATION OF DISPUTES

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

N. VENUE AND JURISDICTION

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

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

O. JURY TRIAL

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

P. ASSIGNMENT

A. Neither Jefferson or Taylor shall assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent Jefferson or Taylor from delegating its duties hereunder, but such delegation shall not release either Jefferson or Taylor from its obligation to perform the Agreement.

B. In the event that either Jefferson or Taylor elects to sell or convey that Agency's respective Property and provided that the Department elects to give written consent for the Agency to assign the duties and obligations provided for in this Agreement, the Agency shall cause any contract for sale of the Agency's Property to include a document for the full Assignment and Assumption of this Agreement. The Assignment and Assumption document shall be reviewed and approved in writing by the Department prior to consent of the assignment being granted. Additionally, any Assignment and Assumption document approved by the Department shall be signed by the Agency, the purchaser and the Department simultaneously with any such contract for sale.

Q. THIRD PARTY BENEFICIARIES

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

R. VOLUNTARY EXECUTION OF AGREEMENT

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

S. ENTIRE AGREEMENT

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

T. EXECUTION OF DOCUMENTS

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

U. SUFFICIENCY OF CONSIDERATION

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

V. WAIVER

The failure of any of the parties to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

W. INTERPRETATION

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

X. CAPTIONS

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

Y. SEVERANCE

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

Z. COMPUTATION OF TIME

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

AA. MODIFICATION OF AGREEMENT

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

BB. ANNUAL APPROPRIATION / FUNDING

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

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

37. PUBLIC RECORDS

Jefferson and Taylor shall comply with Chapter 119, Florida Statutes. Specifically, Jefferson and Taylor shall:

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

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

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

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Jefferson and Taylor or keep and maintain public records required by the Department to perform this Agreement. If Jefferson or Taylor transfers all public records to the Department upon completion of this Agreement, Jefferson or Taylor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Jefferson or Taylor keeps and maintains public records upon completion of this Agreement, Jefferson or Taylor 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.

E. Failure by Jefferson or Taylor to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Jefferson or Taylor, as the case may be, shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Jefferson and Taylor response to each such request.

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

District 3
330-330-1205
Florida Department of Transportation
Highway 90 East
Chipley, Florida 32428-0607

38. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

INTENTIONALLY LEFT BLANK

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of nineteen (19) pages.

Florida Department of Transportation

By: _____

Printed Name: Phillip Gainer

Title: District Three Secretary

Date: _____

Attest:

By: _____

Printed Name: Tim Smith

Title: District Three Director of Production

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

INTENTIONALLY LEFT BLANK

SIGNATURES ON FOLLOWING PAGE

Jefferson County

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

INTENTIONALLY LEFT BLANK

SIGNATURES ON FOLLOWING PAGE

Taylor County

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

INTENTIONALLY LEFT BLANK

EXHIBIT "A"
Project Location Aerial

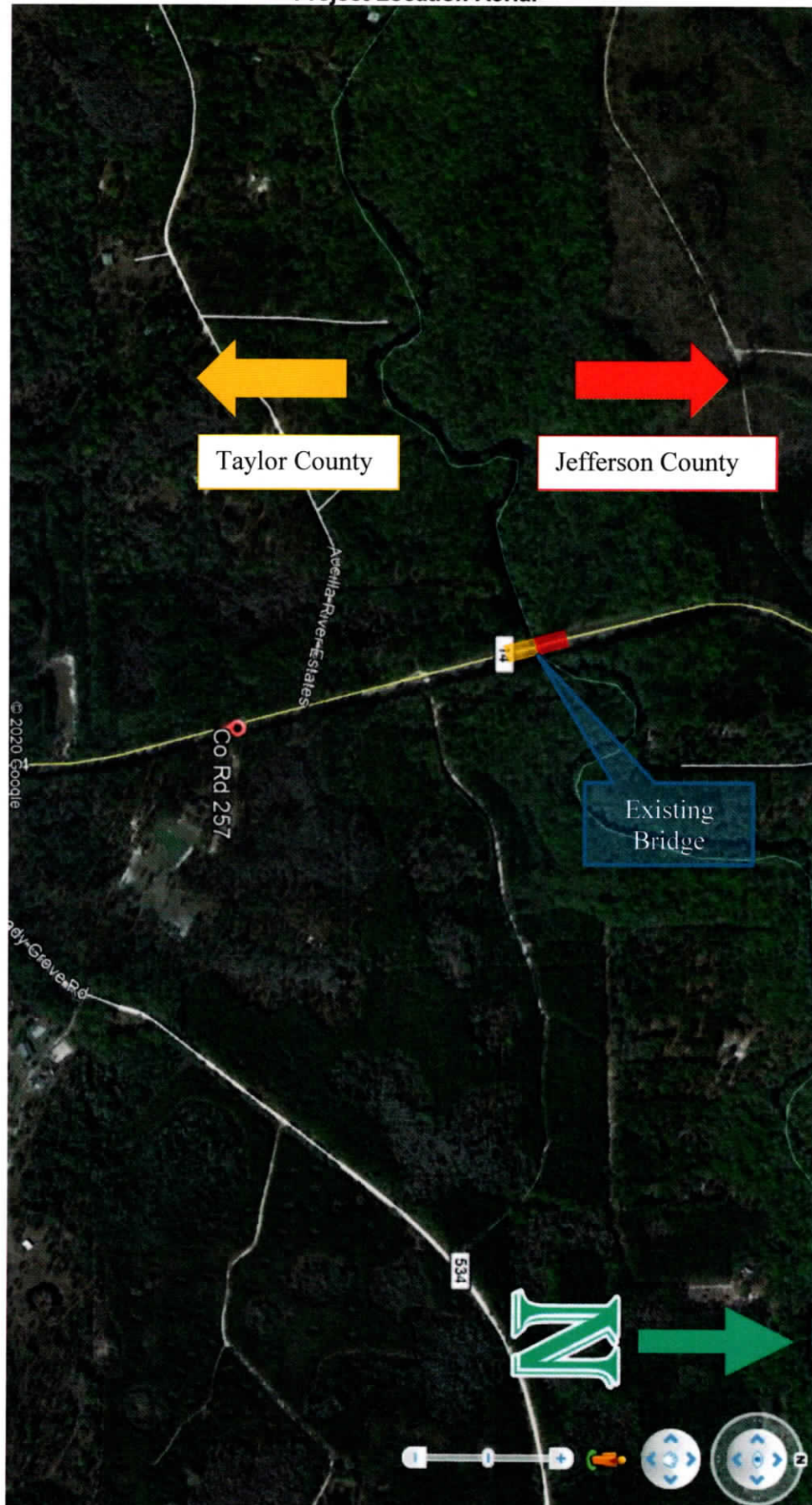


EXHIBIT "B"
Composite B-1

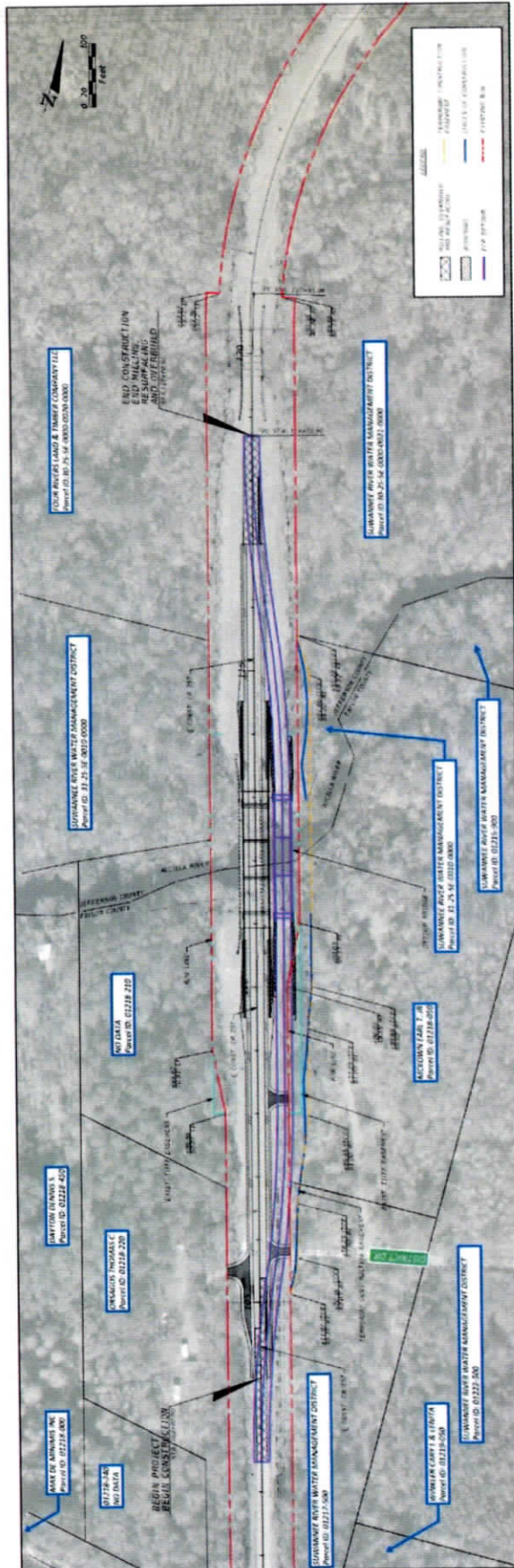


EXHIBIT "C"
Composite C-1



EXHIBIT "D"
Jefferson County Endorsement Resolution

EXHIBIT "E"
Taylor County Endorsement Resolution

EXHIBIT "F"
JERFFERSON COUNTY RESOLUTION

EXHIBIT "G"
TAYLOR COUNTY RESOLUTION

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

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

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

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

April 20, 2021

VIA E-MAIL AND REGULAR MAIL

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

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

Re: Aucilla River Bridge Replacement Agreement and Resolution

Dear LaWanda and Kenneth:

Pursuant to your request, I have reviewed the Transfer and Maintenance Agreement between FDOT, Jefferson County and Taylor County.

1. The Agreement is different in that it is three party.
2. FDOT's ability to fund the construction is wholly contingent on appropriations.
3. Following construction, Taylor County will continue to own, operate, maintain and repair its property and all improvements the same for Jefferson County.
4. The Board will have to pass the attached Resolution.
5. The County will use E-Verify system to verify employees.
6. The Agreement is for one year commencing on the effective date.
7. The County must ensure that its property is free of any encroachments.
8. If the County fails to maintain and repair and FDOT has to do so, the County has to pay FDOT back and it is at FDOT's sole discretion if repairs are needed.

9. Each County is responsible to locating, removing and relocating utilities both aerial and underground.
10. Both counties are responsible for removal and restoration.
11. Counties indemnify the FDOT except no waiver or limits of liability set forth in Chapter 768.28 Florida Statutes.
12. Governing Law – Florida
13. Venue of any dispute Leon County.
14. Parties waive jury trial.
15. Both counties subject to public records laws, to-wit: Chapter 119 Florida Statute.

This is a joint Agreement with Florida Department of Transportation, Jefferson County and Taylor County. Once the bridge is built, the expenses are on the counties.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

cc: Hon. Gary Knowles (via e-mail)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO CONSIDER APPROVAL OF THE FDOT CONSTRUCTION & MAINTENANCE AGREEMENT FOR DISTRICT WIDE SCHOOL ZONE IMPROVEMENTS AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS.

MEETING DATE REQUESTED:

May 3, 2021

Statement of Issue: The Florida Department of Transportation (FDOT) is proposing to implement FDOT District Wide School Zone improvements. FDOT must ensure the project's continued maintenance before finalizing its completion.

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

Fiscal Impact: FISCAL YR 2020/22 - N/A

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On February 26, 2021, the Board of County Commissioners received a request from FDOT to execute the attached Construction & Maintenance Agreement obligating the County to own, operate, maintain and be responsible to repair our respective School Zone Signage components once installed. This proposal has the benefit of updating portions of our infrastructure inventory to current standards with no financial obligation of Local funding to implement. Further, the imposed maintenance responsibility is the same as our current obligation.

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

Options:

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

Attachments:

Authorizing Signature Resolution
Construction & Maintenance Agreement

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE A CONSTRUCTION AND MAINTENANCE AGREEMENT FOR THE TAYLOR COUNTY SCHOOL ZONES SIGNAGE AND MARKING UPGRADES

WHEREAS, The Board of County Commissioners of Taylor County, Florida have been informed that a Resolution is necessary to authorize the Chairperson to execute the Taylor County School Zone Signage and Markings Upgrades Construction & Maintenance Agreement, and

WHEREAS, Taylor County will be responsible to own, operate, maintain and repair the Improvements within the County Maintained Right-of-Way(s) located in and around several of the Public School facilities throughout Taylor County, and

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

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida, hereby authorize the Chairperson to enter into the School Zone Signage and Markings Construction & Maintenance Agreement with FDOT.

PASSED in regular session this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____

THOMAS DEMPS, Chair

ATTEST:

GARY KNOWLES, Clerk

CONSTRUCTION & MAINTENANCE AGREEMENT

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

-RECITALS-

1. The term "Project" shall refer to Financial Project Number ("FIN") 444990-1-52-01, which shall include the replacement, installation, or construction of various signage, pavement markings, and/or flashing signs (collectively referred to as the "Improvements") within various school zones located within the jurisdictional limits of the Agency ("Agency Property"), as more particularly shown in **Exhibit "A"**; and
2. The Improvements shall be constructed or installed on the Agency Property as more specifically shown in **Exhibit "B"**; and
3. The Department shall fund construction of the Improvements, which is wholly contingent upon appropriation of funds to the Department; and
4. The Department shall construct the Improvements on the Agency Property; and
5. A date for the commencement of construction of the Improvements has not been established; and
6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
7. For purposes of this Agreement, all utilities located on or within the subject school zone(s) have been previously certified and shall be accommodated in accordance with Florida Statute Chapter 556, the *Underground Facility Damage and Safety Act*, as stated in attached **Exhibit "C"**; and
8. Upon completion of construction, the Agency shall own, operate, maintain and repair the Improvements at its sole cost and expense; and
9. By Resolution _____ dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "D"**.

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

1. RECITALS AND EXHIBITS

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

2. EFFECTIVE DATE

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

3. ACCESS

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

4. TERM

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

5. E-VERIFY

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

6. COMPLIANCE

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

7. PERMITS

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

8. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvements and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvements, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

9. UTILITIES

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

10. OPERATION, MAINTENANCE & REPAIR

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

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvements. Should the Agency fail to operate, maintain, and repair the Improvements in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 CFR 1.27 and under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvements. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the

Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

11. FEDERAL NON-PARTICIPATION/FUNDING

A. The parties agree that any Improvements constructed on the Agency Property will be compensable by the Department only if such items are deemed to be federal participating as determined in accordance with the Federal Aid Policy Guide 23, CFR Section 635.120 ("CFR"). Examples of non-participating items may include, without limitation, the following: fishing piers; premium costs due to design or CEI errors/omissions; material or equipment called for in the plans but not used in construction of the Improvements.

B. The example items listed in paragraph A, above, are not intended to be an exhaustive list. A determination of an item as a federal non-participating cost, shall be made in the Department's sole discretion and, without limitation, in accordance with the CFR. Any item or Improvements deemed to be a federal non-participating item shall be funded at the sole expense of the Agency.

a. Should the Department identify a federal non-participating item, the Agency shall provide a deposit for the amount of the federal non-participating item to the Department within fourteen (14) calendar days of the Department's determination and notification of the same to the Agency.

b. The Department shall notify the Agency as soon as it is determined that a non-participating federal item exists; however, failure of the Department to so notify the Agency shall not relieve the Agency of its obligation to pay for the entire amount of all federal non-participating costs accrued during the construction of the Improvements and upon final accounting.

c. In the event the Agency cannot provide the deposit within fourteen (14) calendar days, a letter, prior to expiration of that time, must be submitted to and approved by the Department's contract manager establishing a mutually agreeable date of deposit.

d. The Agency understands the extension of time, if so approved, may delay construction of the Improvements, and additional federal non-participating costs may be incurred due to the delay.

C. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All federal non-participating fund cost records and accounts shall be subject to audit by a representative of the Agency for a period of three (3) years after final close out of the Project. The Agency will be notified of the final federal non-participating costs of the Project. Both parties agree that in the event the final accounting of total federal non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the Agency. If the final accounting is not performed within three hundred and sixty (360) days, the Agency is not relieved of its obligation to pay. In the event the final accounting of total federal non-participating costs is greater than the total deposits to date, the Agency will pay the additional amount within forty (40) calendar days of the date of the invoice from the Department.

D. The payment of funds pursuant to this Agreement provision will be made directly to the Department for deposit.

12. WARRANTIES

After completion of construction of the Improvements and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvements to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

13. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which

it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

14. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

15. INDEMNIFICATION

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

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

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

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

17. NOTICE

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

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

Agency: Taylor County
201 East Green Street
Perry, Florida 32347

18. GOVERNING LAW

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

19. INITIAL DETERMINATION OF DISPUTES

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

20. VENUE AND JURISDICTION

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

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

21. JURY TRIAL

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

22. ASSIGNMENT

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

23. THIRD PARTY BENEFICIARIES

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

24. VOLUNTARY EXECUTION OF AGREEMENT

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

25. ENTIRE AGREEMENT

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

26. EXECUTION OF DOCUMENTS

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

27. SUFFICIENCY OF CONSIDERATION

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

28. WAIVER

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

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

29. INTERPRETATION

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

30. CAPTIONS

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

31. SEVERANCE

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

32. COMPUTATION OF TIME

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

33. MODIFICATION OF AGREEMENT

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

34. ANNUAL APPROPRIATION / FUNDING

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

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

35. PUBLIC RECORDS

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

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.
- B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of fourteen (14) pages.

Florida Department of Transportation

By: _____

Printed Name: Greg Evans

Title: District Two Secretary

Date: _____

Attest:

By: _____

Printed Name: Elizabeth Engle

Title: Office of the District Two Secretary

Date: _____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

Taylor County

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

INTENTIONALLY LEFT BLANK

EXHIBIT "A"

(PROPERTY DESCRIPTION)

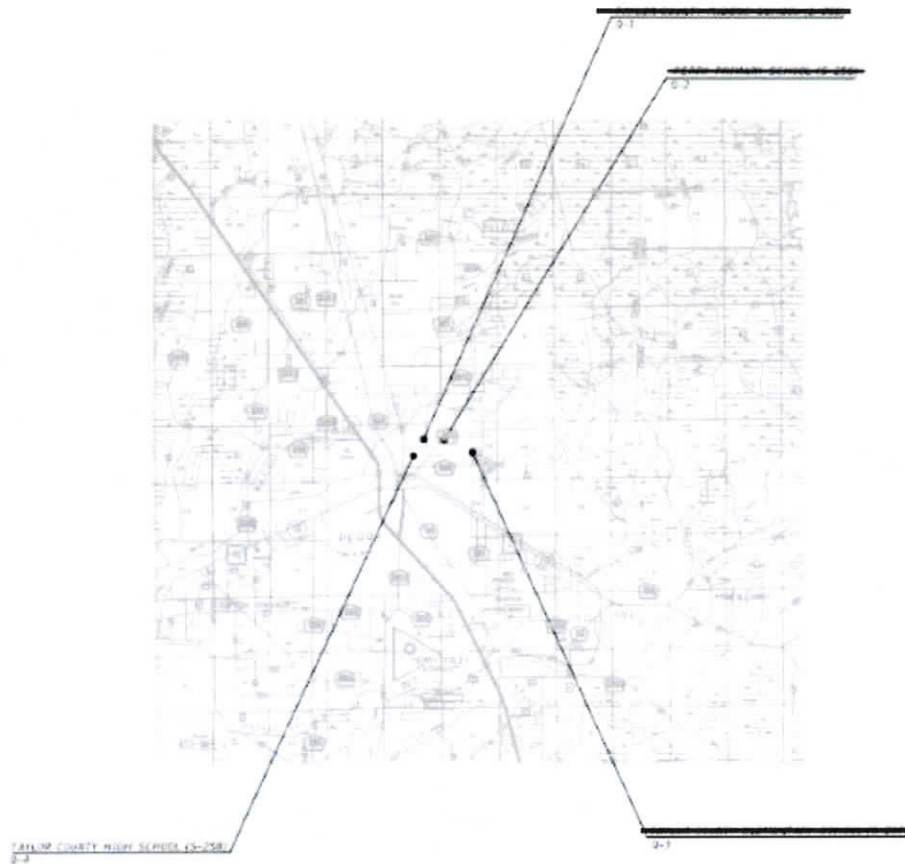
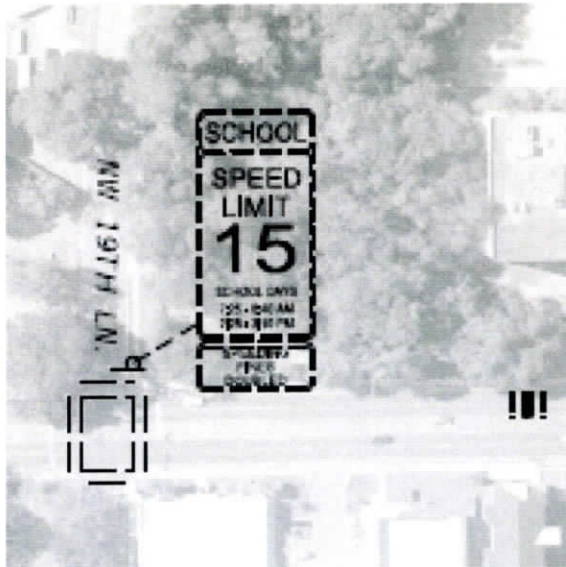


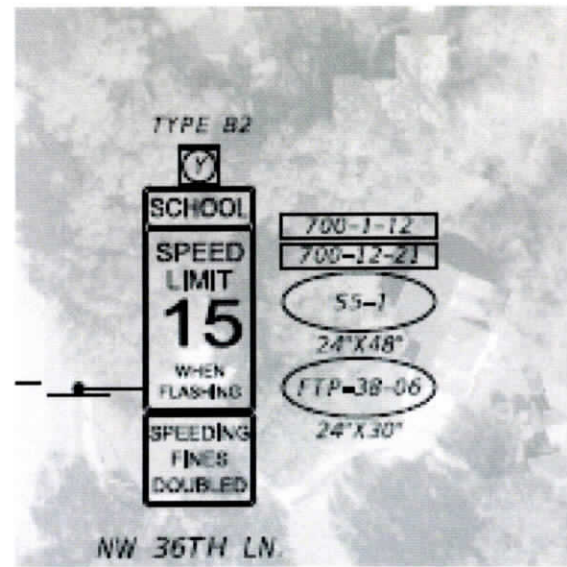
EXHIBIT "B"

(IMPROVEMENTS DESCRIPTION)

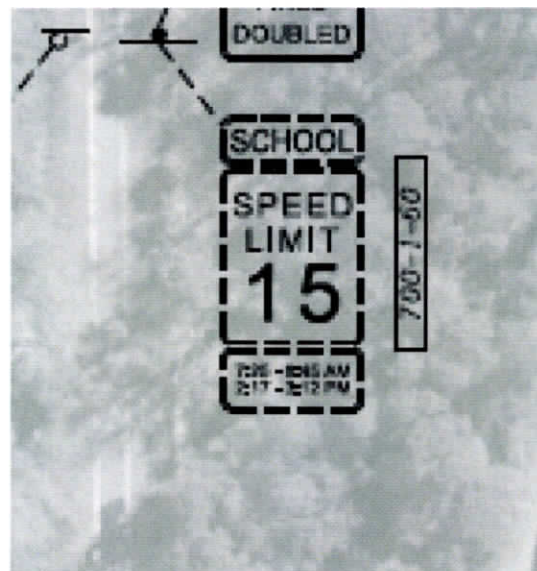
Symbols Legend



Remain / No Change



Furnish & Install



Remove

EXHIBIT "B" (Cont'd)

(IMPROVEMENTS DESCRIPTION)

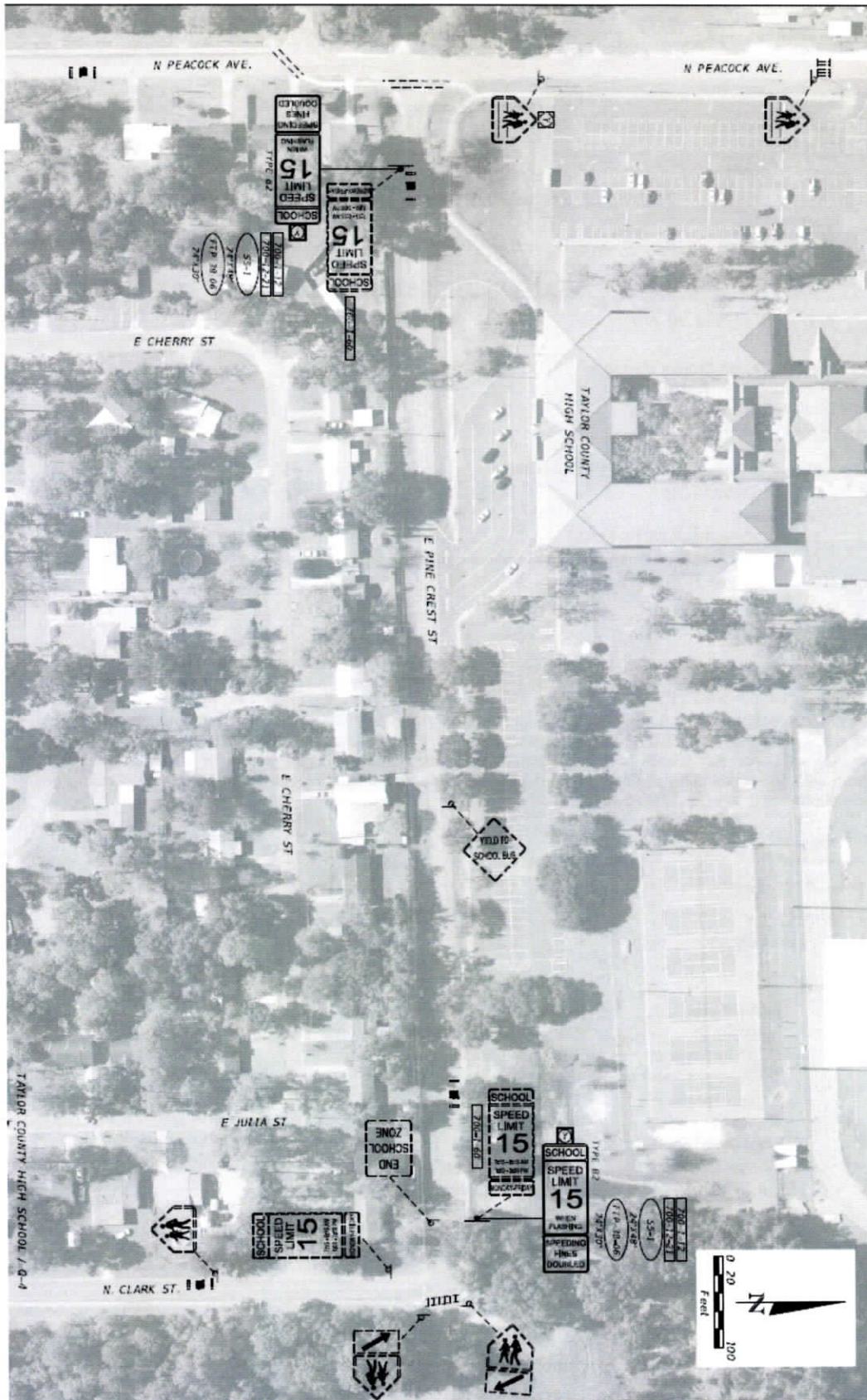


EXHIBIT "C"

(Utility Certification Letter)

DocuSign Envelope ID: BA43A971-E93E-4A1D-AE21-1964F60916FB



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 S. Marion Avenue
Lake City, FL 32025

KEVIN J. THIBAUT
SECRETARY

UTILITY CERTIFICATION LETTER

Date: 9/3/2019 | 2:54 PM EDT

Aaron Kaster, Design Project Manager
Florida Department of Transportation
1109 South Marion Avenue.
Lake City, FL. 12345

RE: Financial Project Number (FPID): 444990-1
County: District Wide
State Road:
Federal ID Number: D219-117-B
Description: Districtwide School Zone Improvements

Dear Mr. Kaster:

This is to certify that all utility work for this project has been completed or that all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the construction schedule.

This project consists of 178 School Zone locations with approximately 795 new sign installations, relocations or solar beacon installations. The FDOT contractor will comply with Florida Statutes Chapter 556, Underground Facility Damage and Safety Act at each designated school zone site. All field adjustments to sign placement locations necessary to eliminate utility conflicts will be reviewed and approved by the Department's Engineer prior to sign installations.

Sincerely,

DocuSigned by:

John P. McCarthy

7E047245432A73

John P. McCarthy

D2 Utilities Administrator

CC Email:

Aaron Kaster	Design Project Manager
Mark Smith	Construction Project Administrator
D2 Work Program	District Work Program
D2 Program Services	District Program Services
Teresa Thrasher	Production Manager
Randall Markham	Schedule Analyst
Noel Dimaano	Scheduler
Sharon Griffiths	Resident Engineer
Jeff Williams	Resident Engineer
Frank Suarez	Resident Engineer
Doug Moseley	Resident Engineer

www.fdot.gov

EXHIBIT "C" (Cont'd)

(Utility Certification Letter)

DocuSign Envelope ID: BA43A971-E93E-4A1D-AE21-1964F60916FB

Star Ayers
Posted in PSEE

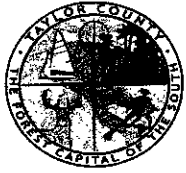
District Construction Review Specialist

EXHIBIT "D"

(Resolution)

21

TAYLOR COUNTY BOARD OF COMMISSIONERS	
<i>County Commission Agenda Item</i>	
SUBJECT/TITLE:	Board to review and approve the Florida Commission for the Transportation Disadvantaged Planning Grant Application Form and Authorizing Resolution for the upcoming FY 2021-2022 grant cycle.
MEETING DATE REQUESTED: May 3, 2021	



Statement of Issue:

Board to approve the Transportation Disadvantaged Planning Grant Application and Authorizing Resolution for FY 2021-2022.

Recommended Action:

Approve the Transportation Disadvantaged Planning Grant Application Form and Authorizing Resolution for FY 2021-2022.

Budgeted Expense:

The County is eligible to receive \$20,444 to be used for the planning and oversight of the local transportation disadvantaged program. No match is required. This grant funds a portion of the Grants Department salaries, benefits, office supplies, and equipment.

Submitted By:

Jami Evans, Grants Coordinator

Contact:

Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The County is eligible to receive a grant in the amount of \$20,444. This grant has been used for several years to fund a portion of Grants staff salaries, benefits and supplies. This grant is to be used for planning and administrative services only. The grant cannot be used to fund actual transportation costs.

Attachments:

Planning Grant Application Form and Authorizing Resolution.



Transportation Disadvantaged Planning Grant Recipient Information

Legal Name	Taylor County Board of County Commissioners		
Federal Employer Identification Number	59-6000879		
Registered Address	201 E. Green Street P.O. Box 620		
City and State	Perry, Florida	Zip Code	32347
Contact Person for this Grant	Jami Evans	Phone Number <i>Format 111-111-1111</i>	850-838-3553
E-Mail Address [Required]	grants.assist@taylorcountygov.com		
Project Location [County(ies)]	Taylor	Proposed Project Start Date	7/01/2021
Budget Allocation			
Grant Amount Requested			\$20,444.00
Total Project Amount			\$ 0.00

I, the authorized Grant Recipient Representative, hereby certify that the information herein is true and accurate and is submitted in accordance with the 2021-22 Program Manual and Instructions for the Planning Grant.

Signature of Grant Recipient Representative

May 3, 2021

Date

Name: Thomas Demps

Title: Chairman

**Commission for the Transportation Disadvantaged
Planning Grant Allocations
FY 2021-2022**

County	Planning Funds
Alachua	\$25,643
Baker	\$20,579
Bay	\$23,865
Bradford	\$20,560
Brevard	\$32,475
Broward	\$61,092
Calhoun	\$20,283
Charlotte	\$23,842
Citrus	\$23,076
Clay	\$24,489
Collier	\$27,906
Columbia	\$21,470
DeSoto	\$20,765
Dixie	\$20,331
Duval	\$39,960
Escambia	\$26,668
Flagler	\$22,321
Franklin	\$20,229
Gadsden	\$20,958
Gilchrist	\$20,360
Glades	\$20,265
Gulf	\$20,309
Hamilton	\$20,283
Hardee	\$20,556
Hendry	\$20,846
Hernando	\$23,954
Highlands	\$22,185
Hillsborough	\$50,336
Holmes	\$20,392
Indian River	\$23,264
Jackson	\$21,000
Jefferson	\$20,279
Lafayette	\$20,161
Lake	\$27,359
Lee	\$35,718

County	Planning Funds
Leon	\$26,162
Levy	\$20,839
Liberty	\$20,155
Madison	\$20,371
Manatee	\$28,178
Marion	\$27,523
Martin	\$23,372
Miami-Dade	\$77,597
Monroe	\$21,595
Nassau	\$21,751
Okaloosa	\$24,327
Okeechobee	\$20,855
Orange	\$48,787
Osceola	\$27,489
Palm Beach	\$51,248
Pasco	\$31,175
Pinellas	\$40,568
Polk	\$34,624
Putnam	\$21,540
Saint Johns	\$25,199
Saint Lucie	\$26,657
Santa Rosa	\$23,707
Sarasota	\$28,931
Seminole	\$29,826
Sumter	\$22,646
Suwannee	\$20,917
Taylor	\$20,444
Union	\$20,304
Volusia	\$31,428
Wakulla	\$20,667
Walton	\$21,434
Washington	\$20,505
TOTALS	\$1,784,599

4/21/2021



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, Ext. 107 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:

AUTHORIZING RESOLUTION

A RESOLUTION of the **Taylor County Board of Commissioners**, hereinafter **BOARD**, hereby authorizes the filing and the execution of a Transportation Disadvantaged Planning Grant Agreement with the Florida Commission for the Transportation Disadvantaged.

WHEREAS, this **BOARD** is eligible to receive a Transportation Disadvantaged Planning Grant to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

NOW. THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The **Board** has the authority to enter into this grant agreement.
2. The **Board** authorizes Thomas Demps, Chairman to execute the grant agreement, amendments, warranties, certifications, and any other documents which may be required in connections with the agreement with the Florida Commission for the Transportation Disadvantaged pm behalf of the Taylor County Board of Commissioners.

DULY PASSED AND ADOPTED IN REGULAR SESSION THIS 3rd DAY OF MAY 2021.

**Board of County Commissioners
Taylor County, Florida**

By: _____
Thomas Demps, Chairman

Attest: _____
Gary Knowles, Clerk

22

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

**THE BOARD TO CONSIDER APPROVAL OF DRAFT
AMENDMENT FOR SHERIFF'S INMATE WORK SQUAD.**



MEETING DATE REQUESTED:

MAY 3, 2021

Statement of Issue: TO PROVIDE FOR AN ADDITIONAL WORK SQUAD.

Recommended Action: APPROVE AMENDMENT

**Fiscal Impact: SHERIFF'S OFFICE WOULD FUND WITH GRANT
REVENUES RECEIVED, IF BUDGET AMENDED.**

Budgeted Expense: NO

**Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
Contact: 838-3500 X 6**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues: DUE TO THE REDUCTION OF ALL INMATE WORK SQUADS
(FOUR TOTAL) THERE IS A NEED TO REQUEST THAT THE SHERIFF'S OFFICE
PROVIDE AN ADDITIONAL WORK SQUAD TO FULFILL CONTINUED MAINTENANCE
REQUIREMENTS.**

**SHERIFF PADGETT HAS AGREED TO PROVIDE AN ADDITIONAL SQUAD SQUAD
THAT WILL BE DEDICATED TO THE COUNTY. HE HAS AGREED TO FUND THIS
COST FROM ADDITIONAL REVENUE RECEIVED FROM GRANT FUNDS RECEIVED,
WITH BOARD APPROVAL.**

Options: APPROVE/NOT APPROVE

**Attachments: DRAFT AMENDMENT
ORIGINAL AGREEMENT**

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

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

WITNESSETH

WHEREAS, the Taylor County Sheriff's Office (Sheriff's Office) and Taylor County Board of County Commissioners (County) entered into the attached Contract marked Exhibit "A" on or about November 25, 2020, and

WHEREAS, the County and the Sheriff's Office wish to amend said Agreement as follows, to-wit:

II. SCOPE OF CONTRACT

B. Description of Services

1. **Responsibilities of the Sheriff's Office** is amended to add an additional Correctional Work Squad for the length of the attached Contract marked Exhibit "A".
2. The additional work squad will be at no cost to the County, and in return, the county will amend its budget to allow the Sheriff's Office to keep grant funds received.
3. This is for the remainder of the current fiscal year.

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

COUNTY: TAYLOR COUNTY, BOARD OF
COUNTY COMMISSIONERS

BY: _____
Chairperson

Date: _____

SHERIFF'S OFFICE: TAYLOR COUNTY
SHERIFF'S
OFFICE

BY: _____

Date: _____

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

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

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

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

April 26, 2021

VIA E-MAIL

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

Re: Amendment on Work Crew (Taylor County and Sheriff)

Dear Lawanda:

Pursuant to your request, enclosed please find an amendment that you requested on April 22, 2021, with the Sheriff's Office.

Please review it and if it meets with your approval, provide it to Honorable Wayne Padgett, Sheriff of Taylor County.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

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

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

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

WITNESSETH

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

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

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

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

I. CONTRACT TERM/RENEWAL

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

This Contract shall end at midnight on September 30, 2023.

B. Contract Renewal

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

II. SCOPE OF CONTRACT

A. Administrative Functions

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

B. Description of Services

1. Responsibilities of the Sheriff's Office

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

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

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

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

2. **Responsibilities of the County**

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

3. **Communications Equipment**

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

a. Vehicle Mounted Radios:

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

b. Hand Held Radios:

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

c. Cellular Phone:

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

III. COMPENSATION

A. Payment to the Sheriff's Office

1. The annual payment from the County shall be \$65,000 per year. In subsequent years, the payment would be

included in the Sheriff's budget and included in the monthly budget allocation.

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

B. Official Payee

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

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

C. Submission of Invoice(s)

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

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

IV. CONTRACT MANAGEMENT

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

A. Sheriff's Office Contract Manager

The Sheriff's Office shall be represented by:

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

B. Sheriff's Office Contract Administrator

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

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

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

C. County's Representative

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

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

D. Changes to Designees

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

V. CONTRACT MODIFICATIONS

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

VI. TERMINATION/CANCELLATION

Termination at Will

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

VII. CONDITIONS

A. Records

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

B. Disputes

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

C. Force Majeure

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

D. Severability

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

E. Verbal Instructions

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

F. No Third Party Beneficiaries

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

G. Prison Rape Elimination Act (PREA)

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

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

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

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

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

COUNTY: TAYLOR COUNTY, BOARD OF
COUNTY COMMISSIONERS

BY:  _____

Chairperson

Date: 11/17/20

SHERIFF'S OFFICE: TAYLOR COUNTY SHERIFF'S
OFFICE

BY:  _____

Date: 11/23/2020

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

**THE BOARD TO CONSIDER APPROVAL OF DRAFT
DRIVER'S LICENSE AND CDL POLICY.**



MEETING DATE REQUESTED:

MAY 3, 2021

Statement of Issue: TO ALLOW EMPLOYEES TO POSSES A VALID STATE OF GEORGIA OR STATE OF FLORIDA DRIVER'S LICENSE AND/OR CDL.

Recommended Action: APPROVE

Fiscal Impact: NONE

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE CURRENT PERSONNEL POLICY REQUIRES EMPLOYEES TO POSSESS A VALID STATE OF FLORIDA DRIVER'S LICENSE AND/OR CDL LICENSE FOR CERTAIN JOB FUNCTIONS AND EMPLOYMENT REQUIREMENTS. STAFF IS REQUESTING THAT THE BOARD CONSIDER AMENDING THE CURRENT POLICY TO ALLOW GEORGIA DRIVER'S LICENSE HOLDERS TO OBTAIN EMPLOYMENT WITH TAYLOR COUNTY.

STAFF HAS OBTAINED OPINIONS FROM TAYLOR COUNTY EMPLOYMENT LAW ATTORNEY AND INSURANCE COMPANY REPRESENTATIVES TO ENSURE THERE WOULD BE NO ADDED RISK BY ALLOWING APPLICANTS TO HOLD VALID GEORGIA LICENSURE.

THIS POLICY CHANGE WOULD ALLOW FOR A LARGER POOL OF APPLICANTS FOR SEVERAL POSITIONS THAT REQUIRE CDL LICENSURE.

Options: APPROVE/NOT APPROVE

Attachments: DRAFT POLICY
DRIVING RECORDS POLICY



Taylor County

Board of County Commissioners'

Policy Manual

Policy #:	Title:	Effective Date:
4.111	DRIVERS LICENSE AND CDL LICENSURE POLICY	05/03/2021

PURPOSE

The purpose of this policy is to provide guidance for driver's license and CDL licensure requirements for County employment.

POLICY

This policy is not intended to replace any sections of the personnel manual but is intended to amend the "Driving Records" policy on page 22 to include the following:

DRIVER'S LICENSE AND CDL LICENSURE REQUIREMENTS

A valid Georgia driver's license or valid Georgia CDL licensure may be used in lieu of a valid Florida driver's license or Valid Florida CDL licensure in cases where an employee is a Georgia resident.

RESPONSIBLE DEPARTMENT

All Departments

Sunset Date: none

family and medical leave will make arrangements with their supervisor to check in periodically based on the supervisor's needs.

An employee who is absent without authorization or notification is subject to disciplinary action, including possible termination. Three days of absence without proper notification or authorization shall constitute job abandonment. Refer to Section VII Paragraph D – Compulsory Resignation

In cases where an extended absence or illness is expected, the immediate supervisor shall have the authority to modify the above daily reporting requirements. Except in cases of leave incident to vacation, occupational disability, illness, jury duty, military training, maternity or academic, all absences in excess of one week must be PREAPPROVED by the Department Director.

DRIVING RECORDS

Driving records of employees required to drive in performance of duties are subject to be periodically reviewed. Should this review identify an unfavorable record, it may result in the employee being transferred to a non-driving position or being terminated. Employees are required to notify their Department Director immediately if their Florida driver's license is no longer VALID and must also immediately stop driving both their personal vehicle and county vehicles for any job-related reason.

SECONDARY EMPLOYMENT

Employees shall not, directly or indirectly, engage in any outside employment or financial interest which may conflict with the best interests of the County or interfere with the employee's ability to perform the assigned County job. Examples include, but are not limited to, outside employment which:

- Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job.
- Is conducted during the employee's work hours
- Utilizes county telephones, computers, supplies or any other resources, facilities or equipment
- Is employed with a firm that has contracts with or does business with the County; or
- May reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

Employees of Taylor County must consult with their supervisors prior to accepting secondary employment. Such work shall be regarded as having a lower priority than the requirements of the employee's regular employment with Taylor County and must not interfere with or impede the performance of work responsibilities for the County. The secondary employment cannot adversely affect the impartial, objective and efficient performance of assigned duties. Nor can the secondary employment create a conflict of interest with employment by Taylor County. An employee's failure to disclose secondary employment may be grounds for dismissal. Final permission for secondary employment must be obtained from the Department Director.

CONTACT WITH NEWS MEDIA

The Public Information Officer, County Administrator, or their designee shall be responsible for all official contacts with the news media during working hours, including answering questions from the media.