

SUGGESTED AGENDA

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

**TUESDAY, JUNE 20, 2017  
6:00 P.M.**

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

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

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING A ROAD CLOSING FOR EARLINE NEELEY, LOCATED IN THE KEATON BEACH SUBDIVISION.
5. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE PROVIDING FOR A ONE PERCENT (1%) SALES TAX.

CONSENT ITEMS:

6. APPROVAL OF MINUTES OF APRIL 18 AND 20, 2017.  
(COPIES PROVIDED BY E-MAIL)

7. EXAMINATION AND APPROVAL OF INVOICES.
8. THE BOARD TO CONSIDER APPROVAL OF INVOICE, IN THE AMOUNT OF \$47,866, AS SUBMITTED BY POWELL & JONES, CPAS, FOR THE AUDIT OF FINANCIAL STATEMENTS FOR THE FY ENDED SEPTEMBER 30, 2016.
9. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT BETWEEN THE COUNTY AND DISTRICT 2 MEDICAL EXAMINER, AS AGENDAED BY THE CLERK.
10. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT FOR FISCAL YEAR 2017-2018, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
11. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES, AGAINST ANY INDIVIDUALS INVOLVED IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, AS REQUIRED BY THE DEPARTMENT OF ECONOMIC OPPORTUNITY, COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AS AGENDAED BY THE GRANTS DIRECTOR.
12. THE BOARD TO CONSIDER APPROVAL OF INVOICE, IN THE AMOUNT OF \$325.00, FROM SHELTERMANAGER, LTD. COMPANY, FOR ANIMAL CONTROL SHELTER MANAGEMENT PROGRAM, AS AGENDAED BY LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

13. DAN CASSEL, COUNTY FIRE CHIEF, TO APPEAR TO PROVIDE UPDATE REGARDING PROPOSED FIRE ASSESSMENT.
14. THE BOARD TO CONSIDER APPROVAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM PROCUREMENT PROCEDURES AND ADOPTING RESOLUTION, AS AGENDAED BY THE GRANTS DIRECTOR.

COUNTY ADMINISTRATOR ITEMS:

15. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR ONE-TIME REPAIR OF PINE TREE ROAD, AS AGENDAED BY TED LAKEY, COUNTY ADMINISTRATOR.

16. THE BOARD TO CONSIDER APPROVAL OF LIST OF PROJECTS FOR POSSIBLE RESTORE ACT FUNDING, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
17. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
18. 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](http://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 LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 6, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to hold a public hearing to consider adoption of a resolution to abandon a 30-foot by 50-foot right-of-way (Pine Isle Drive) located off of Marina Road in Keaton Beach Subdivision.

**MEETING DATE REQUESTED:**

June 20, 2017

**Statement of Issue:** Public hearing for right-of-way abandonment

**Fiscal Impact:** Property added to tax roll

**Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Earline B. Neeley submitted a road closing application to the planning department on May 23<sup>rd</sup>, 2017, to abandon the last remaining portion of Pine Isle Drive in the Keaton Beach Subdivision. The 30-ft x 50-ft section of Pine Isle Drive abuts Earline Neeley on the South and the Byrd family on the North. The public hearing was advertised in the local paper and individual notice was sent to all property owners within 500 feet of the alley.

Staff respectfully requests that the board hold the public hearing and consider adoption of the resolution to close the alley.

- Options:**
1. Approve abandonment
  2. Deny the petition

- Attachments:**
1. Copy of application
  2. Copy of resolution
  3. Copy of notice
  4. Location map



MALCOLM PAGE  
District 1

JIM MOODY  
District 2

FRANK RUSSELL  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

### RIGHT OF WAY ABANDONMENT PETITION

FEE: \$250.00 DATE: 5.23.17 RECEIPT #: 1595

ROAD NAME: Former Pine Isle Road

PHYSICAL LOCATION: 35-07-07-06863-000

APPLICANT: Earline B. Neeley

ADDRESS: 1182 W. Roberts Aman Road, Perry, FL 32347

PHONE #: 850.838.7623

#### ADJOINING PROPERTY OWNER(S)

NAME: Steven C. Byrd SIGNATURE:

ADDRESS: 708 Louie Laker Court, Perry, FL 32327 PHONE: 850-545-3733

NAME: Frederick L. Byrd, Jr. SIGNATURE:

ADDRESS: 4375 Autumn River Rd E, Tallahassee, FL 32324 PHONE: 904-400-2255

NAME: Elizabeth Christine Byrd Harrison SIGNATURE:

ADDRESS: 1760 Folkston Rd Tallahassee, FL 32312 PHONE: 850-264-0616

NAME: N/A SIGNATURE:

ADDRESS: PHONE: 850-264-0616

#### PETITION TYPE

Plat: Portion of plat: Right-of-way: Public easement:

Public interest in private right-of-way:

ATTACH COMPLETE LEGAL DESCRIPTION OF PORTION OF ROAD TO BE CLOSED.

ATTACH LEGAL DESCRIPTION OF EACH PORTION OF ROAD THAT WILL GO TO EACH ADJOINING PROPERTY OWNER.

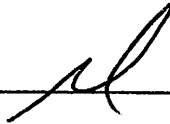
ATTACH MINIMUM 8" X 11" OR 11" X 17" DRAWING CLEARLY SHOWING THE LOCATION OF THE PETITION SITE IN RELATION TO THE NEAREST PUBLIC RIGHT-OF-WAY AND AFFECTED PROPERTIES.

ATTACH A STATEMENT DETAILING THE RELEVANT REASONS IN SUPPORT OF THE REQUEST AND GRANTING OF THE PETITION.

### **STATEMENT**

To the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other property in the area or subdivision:

SIGNATURE: \_\_\_\_\_



### **NOTE**

ACCESS TO WATER: no right-of-way, road, street or public accessway giving access to any publicly accessible waters in the County shall be closed, vacated or abandoned, except in those instances wherein the:

1. Right-of-way does not benefit the public and/or there is no adequate parking to facilitate the use of the right-of-way and it is not a burden upon the county; or
2. Petitioner offers to trade or give to the County comparable land for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the direction of the Board of County Commissioners.

SUBMITTED BY: \_\_\_\_\_

*Earline B. Neeley*

Print Name

SIGNATURE: \_\_\_\_\_

**DEED INFORMATION**

Please provide the name(s) and relationship (husband, wife, etc.) of the applicant and adjoining property owners as they should appear on the deeds transferring ownership from the County. The County shall not be responsible for verifying the information provided through title search or other means.

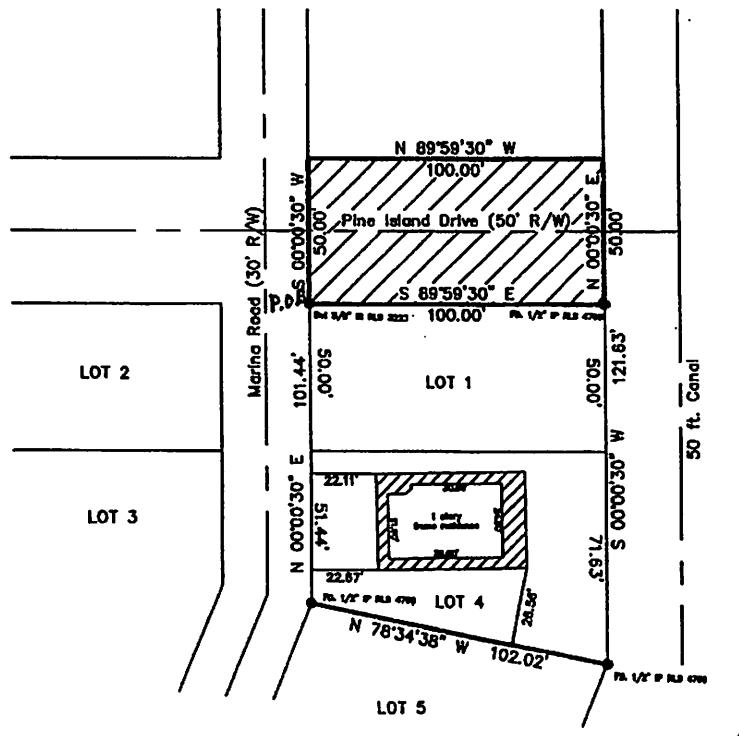
APPLICANT: Earline B. Neeley Relationship husband  
Lowell T. Neeley  
\_\_\_\_\_

ADJOINING PROPERTY OWNER: Steven C. Byrd AKA Stephen Charles Byrd Relationship JTWRS  
Frederick L. Byrd, Jr.  
Elizabeth Christine Byrd Harrison JTWRS

ADJOINING PROPERTY OWNER: \_\_\_\_\_ Relationship \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADJOINING PROPERTY OWNER: \_\_\_\_\_ Relationship \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

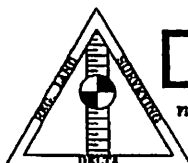
4 inch = 60 feet



E SET 4"x4" CONCRETE MONUMENT  
 WITH CAP STAMPED RLS 3233  
 ● FOUND 8/8" INCH RCD WITH CAP  
 STAMPED LS 3233  
 ○ FOUND 4/8" INCH PIPE  
 ○ FOUND 8/8" INCH RCD WITH CAP  
 STAMPED RLS 3233  
 ● SET 5/8" INCH RCD WITH CAP  
 STAMPED RLS 3233  
 \* FOUND PK NAIL  
 POINT OF BEGINNING  
 FD FOUND  
 P INCH PIPE  
 R INCH RCD

Unless it bears the signature and raised seal of a Florida Licensed survey and mapper, this map/report is for informational purposes only and is not valid.

Not valid without embossed seal



# DELTA

**LAND SURVEYORS, INC.**

440 S. JEFFERSON ST. MONTICELLO, FL 32344  
103 W. BAY ST. PERRY, FL 32347  
4428 LAFAYETTE ST. MARIANNA, FL 32446

**MONTICELLO (901)997-0301**

PERRY (904)584-2849 MARIANNA (904)526-3991

OCT. 29, 1998

DATE \_\_\_\_\_

**97-043-51A**

**JOB NO.**



KEATON BEACH DR

PINE ISLE DR

MARINA

Location of  
road closing

## LEGALS



### NOTICE OF PROCEDURES FOR THE CLOSING OF STREETS, THOROUGHFARES AND ALLEYS TO WHOM IT MAY CONCERN:

You will take notice that the Board of County Commissioners of Taylor County, Florida, upon the petition of certain of the adjacent landowners to hereinafter described property, will at 6:00 p.m. on the 20th day of June, 2017, at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, 32347, consider and determine whether the County will vacate, abandon, close and will renounce and disclaim any and all right of the County and public in and to all street, thoroughfares and alleys which run over, upon or through the

## LEGALS



following described lots, blocks, pieces or parcels of land, lying and being in Taylor County, Florida, and described as follows: DESCRIPTION:

Begin at the Northwest corner of lot 1, block D of KEATON BEACH SUBDIVISION Inc. Unit No. 1 and run South 89 degrees, 59 minutes, 30 seconds East along the South Right of Way of Pine Island Drive, 100.00 feet; thence run North 00 degrees, 00 minutes, 30 seconds East, 50 feet; thence run North 89 degrees, 59 minutes, 30 seconds West, 100.00 feet; thence run South 00 degrees, 00 minutes, 30 seconds West, 50 feet to the Point of Beginning.

A copy of the petition is available to the public at the Planning Department of Taylor County during regular business hours.

Notice is also given pursuant to Florida Statute 286.105, that any persons deciding to appeal any matter considered at this public hearing 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.

This hearing may be continued from time to time as may be necessary.

This Notice shall be mailed to property owners within 500 feet of the property directly affected and whose address is known by reference to the latest approved ad valorem tax roll.

Dated this 31st day of May, 2017  
6/2

## **RESOLUTION**

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

1. That, pursuant to the Notice of Proceedings for Closing of Streets duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 6:00 o'clock p.m. on the 20<sup>th</sup> day of June, A.D. 2017, to consider and determine whether or not the County would vacate, abandon, discontinue, and close certain roads in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing certain roads herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.

2. That, the certain roads herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in the certain roads in Taylor County, Florida, more particularly described as:

### **DESCRIPTION:**

Begin at the Northwest corner of lot 1, block D of KEATON BEACH SUBDIVISION Inc. Unit No. 1 and run South 89 degrees, 59 minutes, 30 seconds East along the South Right of Way of Pine Island Drive, 100.00 feet; thence run North 00 degrees, 00 minutes, 30 seconds East, 50 feet; thence run North 89 degrees, 59 minutes, 30 seconds West, 100.00 feet; thence run South 00 degrees, 00 minutes, 30 seconds West, 50 feet to the Point of Beginning.

3. This resolution shall take effect when the original hereof, together with a copy of the proof of publication of the adopted Resolution, has been filed with the Clerk of the Circuit Court for recording in the Public Records of Taylor County, Florida.

DULY ADOPTED in regular session, this 20<sup>th</sup> day of June, A.D., 2017.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

(Seal)

By: \_\_\_\_\_  
Pam Feagle, Chairperson

ATTEST:

\_\_\_\_\_  
Annie Mae Murphy, Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Conrad C. Bishop, Jr, County Attorney



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

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

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

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

May 11, 2017

VIA E-MAIL AND REGULAR MAIL

Hon. Annie Mae Murphy  
Clerk of Court  
Post Office Box 620  
Perry, Florida 32348

Mr. Ted Lakey  
County Administrator  
County Offices  
201 E. Green Street  
Perry, Florida 32347

Re: 1-cent surtax Ordinances

Dear Annie Mae and Ted:

Please be advised that on Thursday, May 11, 2017, I spoke with the attorneys for the Department of Revenue.

They informed me that I needed to change the Ordinance, so I have.

The start date has to be January 1 so please find enclosed three (3) revised Ordinances with the start date being January 1, 2018 and also a revised Notice.

Also you will notice that the Ordinances provide that the proceeds, Section 3 shall be distributed to the municipality according to the formula provided in Chapter 218.62 Florida Statutes.

If you have a question about this, please give me a call.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosures

Cc: Mr. John Crotty (via e-mail)

**ORDINANCE NO.:** \_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PURSUANT TO CHAPTER 212.055(3) FLORIDA STATUTES TITLED SMALL COUNTY SURTAX AND PROVIDING FOR A ONE PERCENT SALES TAX; PROVIDING FOR THE COMMENCEMENT OF SAID SURTAX AND THE DURATION OF SAID SURTAX AND PROVIDING THAT THIS IS NOT AN ADDITIONAL SALES TAX AND THAT IT BEGINS JANUARY 1, 2018 AT WHICH TIME THE COUNTY'S HOSPITAL BOND ISSUE IS SATISFIED; PROVIDING FOR PROCEEDS AND DISTRIBUTION; PROVIDING FOR THE USE OF FUNDS; PROVIDING FOR TAXABLE TRANSACTIONS; PROVIDING SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 212.055(3) Florida Statutes gives the Board of County Commissioners the authority to levy a discretionary sales surtax of one (1) percent provided that the County had a population of 50,000 or less on April 1, 1992, and

**WHEREAS**, Taylor County meets the above criteria, and

**WHEREAS**, this is not an additional tax and the tax begins when the bond on the County's hospital is satisfied, i.e., there will only be one one (1) percent sales surtax.

**WHEREAS**, the levy of said surtax shall be pursuant to Ordinance enacted by an extraordinary vote of the Board of County Commissioners, and

**WHEREAS**, the Board of County Commissioners of Taylor County have voted by extraordinary vote to impose the above mentioned small county surtax.

**THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA AFTER HAVING DULY ADVERTISED AND HOLD IN REGULAR SESSION BY EXTRAORDINARY VOTE:**

**Section 1. Imposed.**

There is hereby imposed in Taylor County, Florida, a small county surtax, as authorized by Chapter 212.055(3) Florida Statutes levied in the amount of one (1) percent.

**Section 2. Duration.**

This small county sales surtax will begin January 1, 2018 at which time the bond on the County's hospital is satisfied, i.e., there will only be one one (1) percent sales surtax. This small county surtax shall remain in effect for ten (10) years or for so long

as authorized by statute unless otherwise amended by ordinance of the Board of County Commissioners.

**Section 3. Proceeds; distribution.**

The proceeds of the surtax levied under this division shall be distributed to the County and the municipality within the County according to the formula provided in Chapter 218.62 Florida Statutes.

**Section 4. Use of Funds.**

The proceeds of the surtax levied and any interest accrued thereto shall be used for the following:

- (1) Funding or partial funding of capital improvements including but not limited to the canals.

**Section 5. Severability.** If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion.

**Section 6. Effective Date.** This Ordinance shall be effective as provided by law.

**PASSED and ADOPTED** in regular session by the Board of County Commissioners of Taylor County, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_  
PAM FEAGLE, Chairperson

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

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long as authorized by statute unless otherwise amended by ordinance of the Board of County Commissioners.

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The proceeds of the surtax levied under this division shall be distributed to the County and the municipality within the County according to the formula provided in Chapter 218.62 Florida Statutes.

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BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_  
PAM FEAGLE, Chairperson

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

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as authorized by statute unless otherwise amended by ordinance of the Board of County Commissioners.

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BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_  
PAM FEAGLE, Chairperson

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

**POWELL & JONES**  
Certified Public Accountants

Richard C. Powell, CPA  
Marian J. Powell, CPA

June 2, 2017

Taylor County  
P.O. Box 620  
108 N. Jefferson  
Perry, FL 32348

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Please remit to:  
1359 SW Main Blvd.  
Lake City, FL 32025  
386-755-4200  
Fax: 386-719-5504

Invoice 5843

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For Professional Services

Audit of financial statements for the fiscal year ended September 30, 2016.

Prior year fee	\$47,112.00
CPI-U 1.6%	754.00
	<u>\$47,866.00</u>

RECEIVED

JUN - 7 2017

ANNIE MAE MURPHY  
CLERK CIRCUIT COURT  
TAYLOR COUNTY, FLORIDA



AGREEMENT BETWEEN TAYLOR COUNTY  
AND DISTRICT 2 MEDICAL EXAMINER

THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between TAYLOR COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Office of the Medical Examiner, District II, hereinafter referred to as the "Contractor."

WHEREAS, pursuant to Chapter 406, Florida Statutes, David T. Stewart, M.D., has been appointed DISTRICT MEDICAL EXAMINER in and for District 2 of the State of Florida and Taylor County is located in or covered by Medical Examiner District 2; and

WHEREAS, Section 406.08 Florida Statutes, requires that the fees, salary, expenses, transportation costs and facility of the district medical examiner be paid from the general funds or other funds of the County; and

WHEREAS, Contractor purchases use of morgue facilities and other related services from various vendors to provide the Services to the County;

NOW, THEREFORE, the parties hereto agree as follows.

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County:

- a. To comply with Title VI and VII, Civil Rights Act of 1964 (42 UCS 2000D), Executive Order No, 11246, entitled "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR Part 60), and Federal Regulations concerning nondiscrimination because of mental and physical handicaps.
- b. To meet the following standards of accountability:
  - i. Use of an accounting system which meets generally accepted accounting principles (GAAP).
  - ii. The maintenance of such records and accounts as are necessary to properly account for COUNTY funds disbursed pursuant to Section 406.08, Florida Statutes.
  - iii. The retention of all records relevant to this rule for a period of not less than three years, unless otherwise provided by law.
  - iv. Records and accounts necessary to justify the use of COUNTY funds for medical examiner services shall be open to inspection of audit purposes to the COUNTY.

AGREEMENT BETWEEN TAYLOR COUNTY  
AND DISTRICT 2 MEDICAL EXAMINER

- v. To provide County with all services and functions normally relating to the Office of District Medical Examiner, which shall include the requirements established for this office as provided under Chapter 406, Florida Statutes.
- vi. The Contractor shall notify County in a timely manner if sufficient staff, facilities and equipment necessary to deliver the agreed-upon services cannot be maintained. Failure to notify County of any deficiencies or to adequately provide the services described herein may be considered a breach of the Agreement and a ground for termination under Section 11 of this Agreement.
- vii. Funds received from the COUNTY shall only be used for the provisions of medical examiner services.

The County hereby agrees as follows:

- a. To comply and act in accordance with all provisions of Chapter 406, Florida Statutes, and implementing rules of Medical Examiner Commission, where applicable.
- b. To fund, pursuant to this agreement, the following medical examiner related expenses (see attached Exhibit A for fee schedule).

2. TIME

The contract shall be for a period of one (1) year, commencing on October 1, 2017, and shall continue until September 30, 2018. After the initial one (1) year period, at the discretion of the County, the contract may be extended for additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period.

3. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County as follows:

Payment shall be made on a monthly basis upon the receipt of an invoice and other supporting documents submitted by the DISTRICT 2 MEDICAL EXAMINER listing the actual charges incurred for the month.

The fee schedule (Exhibit A), for the listed services, will be in effect for the entire term of this agreement. Changes to the fee schedule will be submitted to the County by June 30<sup>th</sup> of each year for the subsequent contract term.

AGREEMENT BETWEEN TAYLOR COUNTY  
AND DISTRICT 2 MEDICAL EXAMINER

4. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services.

5. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of County. The Contractor shall have complete supervision and control over his own agents, employees, and subcontractors.

6. INSURANCE

Pursuant to Florida Statutes, Florida Statute 406.16 the DISTRICT MEDICAL EXAMINER and ASSOCIATE MEDICAL EXAMINERS shall obtain professional liability insurance. The professional liability insurance limits shall be \$100,000 per person and \$200,000 per occurrence for general liabilities under Florida law or statutes and \$1,000,000 per occurrence for general liabilities other than under Florida law. County shall not be liable for any acts of the medical examiners not within the scope of their official duties.

7. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of its city and county of operation, and the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

8. ASSIGNMENTS

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

9. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County from all claims, damages; liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable

AGREEMENT BETWEEN TAYLOR COUNTY  
AND DISTRICT 2 MEDICAL EXAMINER

attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

10. TERMINATION

Either party may terminate this Contract without cause, by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the "County" may immediately terminate the Contract by giving a notice of termination to the Contractor in writing, delivered by certified mail, or in person, to the address of the District 2 Medical Examiner's Office.

11. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by County.

12. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes in this contract necessary.

13. CONSTRUCTION

The validity, construction, end effect of this Contract shall be governed by the laws of the State of Florida.

14. CIVIL RIGHTS

a. There will be no discrimination by the District 2 Medical Examiner's Office against any employee or person served on account of race, color, sex, religious background, ancestry, or natural origin in the performance of this Agreement.

AGREEMENT BETWEEN TAYLOR COUNTY  
AND DISTRICT 2 MEDICAL EXAMINER

b. The District 2 Medical Examiner's Office shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200d) in regards to persons served.

c. The District 2 Medical Examiner's Office shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200e) in regard to employees or applicants for employment.

d. It is expressly understood that upon receipt of evidence or of such discrimination, County may terminate this Agreement for cause.

15. ALTERATIONS, VARIATIONS, REDUCED TO WRITING

Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been rendered in writing, duly signed by all parties involved, and attached to the original of this Agreement. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

16. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by Certified United States Mail, return receipt requested, and sent to:

For District 2 Medical Examiner's Office:

Angela Fuqua, Administrator  
KWB Pathology Associates  
1899 Eider Court  
Tallahassee, FL 32308  
Tel: (850) 878-5143  
Fax: (850) 942-6622

For \_\_\_\_\_ County:

Taylor County Board of Commissioners  
PO Box 620  
Perry, Florida 32348

Either of the parties may change, by written notice as provided above, the address or persons for receipt of notices.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

AGREEMENT BETWEEN TAYLOR COUNTY  
AND DISTRICT 2 MEDICAL EXAMINER

"CONTRACTOR"  
DISTRICT MEDICAL EXAMINER

WITNESS: Alb. Faye BY: David Stewart  
DAVID STEWART, M.D.

WITNESS: Blanny M DATE: 5/22/17  
(CORPORATE SEAL)

"COUNTY"  
BOARD OF COUNTY  
COMMISSIONERS  
OF TAYLOR COUNTY, FLORIDA

BY: [Signature]

PRINT: \_\_\_\_\_

TITLE: Chairman

DATE: June 5, 2017

ATTEST:

Taylor COUNTY CLERK OF THE BOARD

By: \_\_\_\_\_  
Taylor County, Florida

DATE: June 5, 2017

**Office of the Medical Examiner, District II**  
**Fee Schedule**  
**2017 - 2018**

**EXHIBIT A**

	<b>Current</b>	<b>Effective 10/1/2017</b>	<b>Tentative Effective 6/1/2018*</b>
<b>Autopsy</b>			
Pathologist Fee	\$1,215.80	\$1,240.00	\$1,400.00
Morgue Assistant	\$193.80	\$198.00	\$223.00
Use of Morgue Facilities	\$335.00	\$335.00	\$550.00
Processing Fee & Storage, Photo	<u>\$124.40</u>	<u>\$127.00</u>	<u>\$143.00</u>
Total=	\$1,869.00	\$1,900.00	\$2,316.00
<b>External Examination (No Autopsy)</b>			
Pathologist Fee	\$385.60	\$393.00	\$443.00
Morgue Assistant	<u>\$193.80</u>	<u>\$198.00</u>	<u>\$223.00</u>
Total=	\$579.40	\$591.00	\$666.00
<b>Potential Additional Charges:</b>			
Toxicology Services	At Cost	At Cost	At Cost
Toxicology Handling Fee - Per Case	\$22.40	\$23.00	\$26.00
Radiology Services (per view)	At Cost	At Cost	\$25
Laboratory Services	At Cost	At Cost	At Cost
Professional (Photo Duplication, Etc.)	At Cost	At Cost	At Cost
Body Transport Services	At Cost	At Cost	At Cost
<b>Miscellaneous Charges</b>			
Cremation Approval (Billed to County)	\$34.70	\$35.00	\$40.00
Limited Investigation for Death Certificate	\$64.30	\$66.00	\$74.00
Limited Investigation (i.e., bone identification)	\$68.30	\$70.00	\$79.00
<b>Testimony/Expert Witness Fee</b>			
Per Hour (Minimum One Hour)	\$193.80	\$198.00	\$198.00
Civil Cases Per Hour (Min One Hour)	\$500.80	\$511.00	\$511.00
<b>Conference with Attorneys, Travel, Etc.</b>			
Per Hour (Minimum One Hour)	\$193.80	\$198.00	\$198.00
Civil Cases Per Hour (Min One Hour)	\$500.80	\$511.00	\$511.00
<b>Copies of Records- Per One-Sided Page</b>	\$0.15	\$0.15	\$0.15
Per Florida Statute 119.07, an additional charge may be added for extensive labor or technology required to copy a specific record.			

\*Secondary fee increase effective 6/1/18 or upon occupation of new morgue facility, whichever is later.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and approve the Florida Commission for the Transportation Disadvantaged Planning Grant Agreement for FY 2017-2018.

**MEETING DATE REQUESTED:**

June 20, 2017

**Statement of Issue:** Board to approve the Transportation Disadvantaged Planning Grant Agreement for FY 2017-2018.

**Recommended Action:** Approve the Planning Grant Agreement.

**Budgeted Expense:** The grant award will be for \$19,895. This grant is to be used for the planning and over site of the local transportation disadvantaged program. No match is required. This grants funds a portion of the Grants Department salaries, benefits, and office supplies.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County is eligible to receive a grant in the amount of \$19,895. 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:** Florida Commission for the Transportation Disadvantaged Planning Grant Agreement



SAMAS Approp	108846	Fund	TDTF	FM/Job No(s)	43202911401
SAMAS Obj	7750075	Function	035	CSFA No.	55.002
Org. Code	55120000952	Contact No		Vendor No.	59-6000879

## FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348, hereinafter called the Grantee.

### W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to carry out responsibilities of the Commission which includes the function of the Designated Official Planning Agency and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

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

#### **1.00 Purpose of Agreement:** The purpose of this Agreement is to:

Provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2017-18 Program Manual and Application for the Planning Grant, and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

#### **2.00 Accomplishment of the Project:**

**2.10 General Requirements:** The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Grantee will provide the necessary funds for the completion of the Project.

**2.40 Submission of Proceedings, Contracts and Other Documents and Products:** The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

**2.50 Incorporation by Reference:** The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Fiscal Year 2017-18 Program Manual and Application for the Planning Grant.

**3.00 Total Project Cost:** The total estimated cost of the Project is \$ 19,895.00. This amount is based upon the budget summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Article 11.00 hereof after completion of the project.

**4.00 Commission Participation:** The Commission agrees to maximum participation, including contingencies, in the Project in the amount of \$ 19,895.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B", whichever is less.

**4.10 Eligible Costs:** Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

**4.20 Eligible Project Expenditures:** Project expenditures eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Article 17.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
- d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.

**4.30 Front End Funding:** Front end funding is not applicable.

**5.00 Retainage:** Retainage is not applicable.

## **6.00 Project Budget and Disbursement Schedule:**

**6.10 The Project Budget:** The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B", carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Article 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision which changes the fund participation requirements established in Article 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

**6.20 Schedule of Disbursements:** The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B". This schedule shall show disbursement of Commission funds for the entire term of the Project by quarter of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit "B" requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total up to any given month as indicated in the disbursement schedule in Exhibit "B".

## **7.00 Accounting Records, Audits and Insurance:**

**7.10 Establishment and Maintenance of Accounting Records:** The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such financing accounts are referred to herein collectively as the "Project Account". The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

**7.20 Funds Received or Made Available for The Project:** The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds". The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

**7.30 Costs Incurred for the Project:** The Grantee shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

**7.40 Documentation of Project Costs and Claims for Reimbursement:** All costs charged to the Project shall be supported by detailed supporting documentation evidencing in proper detail the nature and propriety of the charges.

The Grantee shall provide sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Commission were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

**7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantees existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

#### **7.60 Audits:**

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Grantee a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:
- i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit D to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, DFS or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, DFS or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

## **8.00 Requisitions and Payments:**

**8.10 Preliminary Action by the Grantee:** In order to obtain any Commission funds, the Grantee shall:

**8.11 File with the Commission for the Transportation Disadvantaged,** 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450 its requisition on form or forms prescribed by the Commission, and such other data pertaining to the Project Account and the Project (as listed in Exhibit "A" hereof) as the Commission may require, to justify and support the payment requisitions, invoices, and vouchers, as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

**8.12** Grantee certifies, under penalty of perjury, that the Agency will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

**8.13 Financial Consequence:** Payment shall not be made to the Grantee unless tasks have been completed and back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2018.

**8.20 The Commission's Obligations:** Subject to other provisions hereof, the Commission will honor such requisitions in amounts and at times deemed by the Commission to be proper and in accordance with this agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

**8.21 Misrepresentation:** The Grantee has made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;

**8.22 Litigation:** There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

**8.23 Required Submittals/Certifications:** The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

**8.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

**8.25 Default:** The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

**8.26 Supplanting of Funds:** The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

**8.30 Disallowed Costs:** In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit "A".

**8.40 Invoices for Goods or Services:** Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation

with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2, and 60A-1, Florida Administrative Code, and the Fiscal Year 2017-18 Program Manual and Application for the Planning Grant is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit "A."

**8.50 Commission Claims:** If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

## **9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20 hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

**9.20 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

**9.30 Public Access to Records:** The Commission reserves the right to unilaterally cancel this agreement for refusal by the agency or its contractors to allow public access to all documents, papers, letters, records, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement.



**10.00 Remission of Project Account Upon Completion of Project:** Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

**11.00 Audit and Inspection:** The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

## **12.00 Contracts of the Grantee:**

**12.10 Third Party Agreements:** The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including contracts or amendments thereto, with any third party with respect to the Project without being able to provide a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contacts will be executed in compliance with this section.

**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Commission in a project with the Grantee, where said project involves a consultant contract for any services, is contingent on the Agency complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. The Grantee shall certify compliance with this law to the Commission for each consultant contract it enters.

**12.30 Competitive Procurement:** Procurement of all services or other commodities shall comply with the provisions of Section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

## **13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**13.10 Equal Employment Opportunity:** In connection with the carrying out of any Project, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar

provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

**13.20 Title VI - Civil Rights Act of 1964:** The Grantee will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice, and the assurance by the Agency pursuant thereto.

### **13.30 Prohibited Interests:**

**13.31 Contracts or Purchases:** Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

**13.32 Business Conflicts:** Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

**13.33 Solicitations:** No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

**13.34 Former Employees - Contractual Services:** Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

**13.35 Former Employees - Consulting Services:** The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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

**13.40 Non-discrimination of Persons With Disabilities:** The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.

**13.50 Lobbying Prohibition:** No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

**13.60 Public Entity Crimes:** No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

**13.70 Homeland Security:** Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at [www.dhs.gov](http://www.dhs.gov) to learn more about E-Verify.

#### **14.00 Miscellaneous Provisions:**

**14.10 Environmental Pollution:** Not applicable.

**14.20 Commission Not Obligated to Third Parties:** The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

**14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

**14.40 How Contract Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**14.50 Bonus and Commissions:** By execution of the Grant, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

**14.60 State or Territorial Law:** Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Agency to the end that the Grantee may proceed as soon as possible with the Project.

#### **15.00 Plans and Specifications:** Not applicable.

**16.00 Contractual Indemnity:** To the extent permitted by law, the Grantee shall indemnify, defend, save, and hold harmless the Commission and all their officers, agents or employees from all suits, actions, claims, demands, and liability of any nature whatsoever arising out of, because of, or due to breach of the agreement by the Planning Agency or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the Grantee, its subcontractors, agents or employees. Neither the Grantee nor any of its agents will be liable under this article for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of their officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28 Florida Statutes, or any similar provision of law. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's or any subcontractor's or other entity's negligence.

**17.00 Appropriation of Funds:**

**17.10** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

**18.00 Expiration of Agreement:** The Grantee agrees to complete the Project on or before June 30, 2018. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Article 9.00 of this agreement shall be initiated. For the purpose of this Article, completion of project is defined as the latest date by which all required tasks have been completed, as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2018.

**19.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**20.00 Execution of Agreement:** This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**21.00 Vendors and Subcontractors Rights:** Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a thirty-five (35) day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment.

The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516. Vendors may also contact the Department of Financial Services Consumer Hotline at 1-800-342-2762.

**21.20 Payment to Subcontractors:** Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

**22.00 Modification:** This Agreement may not be changed or modified unless authorized in writing by the Commission.

FM/JOB No(s). 43202911401  
CONTRACT NO.  
AGREEMENT  
DATE

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

**GRANTEE: TAYLOR COUNTY BOARD OF  
COUNTY COMMISSIONERS**

**COMMISSION FOR THE TRANSPORTATION  
DISADVANTAGED**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** Executive Director (Commission Designee)

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES:**  
**PLANNING**

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348.

**I. PROJECT LOCATION:** Taylor County(ies)

**II. PROJECT DESCRIPTION:** This project provides for the accomplishment of the duties and responsibilities of the Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Fiscal Year 2017-18 Program Manual and Application for the Planning Grant. The project period will begin on the date of this agreement and will end on the date indicated in Article 18.00 hereof. Specific required tasks are as follows:

**TASK 1:**

**Weighted value = 17%**

Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the Local Coordinating Board (LCB).

**Deliverable:** Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30<sup>th</sup> of the current grant cycle.

**TASK 2 A:**

**Weighted value = 15%**

When necessary and in cooperation with the LCB, solicit and recommend a CTC. The selection will be accomplished, to the maximum extent feasible, through public competitive bidding or proposals in accordance with applicable laws and rules. Such recommendation shall be presented to the Commission by planning agency staff or their designee as needed.

**Deliverable:**

Planning agency's letter of recommendation and signed resolution.

**OR**

**TASK 2 B:**

Provide staff support to the LCB in conducting an annual evaluation of the CTC, including local developed standards as delineated in the adopted TDSP. Assist the Commission in joint reviews of the CTC.

**Deliverable:**

LCB and planning agency selected CTC evaluation worksheets pursuant to the most recent version of the Commission's CTC Evaluation Workbook.



**TASK 3:****Weighted value = 40%**

Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

1. Agendas for LCB meetings. Agenda should include action items, informational items and an opportunity for public comment.
2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.
3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of LCB members.
4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

**Deliverable:** LCB Meeting agendas; minutes; membership roster; attendance report; copy of public notice of meetings; training notification.

**TASK 4:****Weighted value = 4%**

Provide at least one public workshop annually by each LCB, and assist the Commission, as requested, in co-sponsoring public workshops. This public workshop must be held separately from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

**Deliverable:** Public workshop agenda and minutes of related workshop only. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

**TASK 5:****Weighted value = 4%**

Develop and annually update by-laws for LCB approval.

**Deliverable:** Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

**TASK 6:****Weighted value = 4%**

Develop, annually update, and implement LCB grievance procedures in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program.

**Deliverable:** Copy of LCB approved Grievance Procedures with date of update noted on cover page.

**TASK 7:****Weighted value = 4%**

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the Commission.

**Deliverable:** Cover Page of AOR, signed by CTC representative and LCB Chair.

**TASK 8:****Weighted value = 4%**

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the Commission no later than September 15th. Complete the AER, using the Commission approved form.

**Deliverable:** Completed AER in accordance with the most recent Commission's AER instructions.

**TASK 9:****Weighted value = 4%**

Complete quarterly progress reports addressing planning accomplishments for the local transportation disadvantaged program as well as planning grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

**Deliverable:** Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by planning agency representative. Electronic signatures are acceptable.

**TASK 10:****Weighted value = 4%**

Planning agency staff shall attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings or annual training workshop.

**Deliverable:** Documentation related to attendance at such event(s); including but not limited to sign in sheets.

**III. Special Considerations by Planning Agency:**

Not Applicable

**IV. Special Considerations by Commission:**

Not Applicable

FM/JOB No(s). 43202911401

CONTRACT NO.

AGREEMENT

DATE

**EXHIBIT "B"**  
**PROJECT BUDGET AND CASHFLOW**

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348.

**I. PROJECT COST:**

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2017-18 Program Manual and Application for the Planning Grant. For the required services, compensation shall be the total maximum limiting amount of \$19,895.00 for related planning services in Taylor County(ies)

Task 1	17%	\$3,382.15
Task 2	15%	\$2,984.25
Task 3	40%	\$7,958.00
Task 4	4%	\$795.80
Task 5	4%	\$795.80
Task 6	4%	\$795.80
Task 7	4%	\$795.80
Task 8	4%	\$795.80
Task 9	4%	\$795.80
Task 10	4%	\$795.80
<hr/>		
TOTAL:	100%	\$19,895.00

**II. SOURCE OF FUNDS**

Commission for the Transportation Disadvantaged  
State Funds (100%)

\$19,895.00

**Total Project Cost**

\$19,895.00

**III. CASH FLOW – Not applicable. Grantee will be paid based on satisfactory performance of each task detailed in Exhibit A.**

FY 17/18      Jul    Aug    Sep    Oct    Nov    Dec    Jan    Feb    Mar    Apr    May    June

**EXHIBIT "C"**  
**PLANNING**

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348.

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

**DOCUMENTS:**

1. Submit progress reports to the Commission quarterly. Finished products such as, but not limited to, the Coordinating Board minutes, by-laws, grievance procedure, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission as they are completed. The progress reports and finished products are required to accompany, or to precede, all reimbursement invoices. Reports shall be submitted to:

Florida Commission for the Transportation Disadvantaged  
Attn: Project Manager  
605 Suwannee Street, MS 49  
Tallahassee, Florida 32399-0450

**THIRD PARTY CONTRACTS:** The Grantee must certify to all third party contracts pursuant to Section 12.10 except that written approval is hereby granted for:

1. Contracts furnishing contractual services or commodities from a valid State or inter-governmental contract as set forth in Section 287.042(2), Florida Statutes.
2. Contracts furnishing contractual services or commodities for an amount less than Category II as set forth in Section 287.107(1)(b), Florida Statutes.
3. Contracts for consultant services for an amount less than Category I as set forth in Section 187.017(1)(a), Florida Statutes.

FM/JOB No(s). 43202911401

CONTRACT NO.

AGREEMENT DATE

**EXHIBIT "D"**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Commission for the Transportation Disadvantaged/Florida Department of Transportation  
**State Project Title:** COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD)  
PLANNING GRANT PROGRAM  
**CSFA Number:** 55.002  
**\*Award Amount:** \$19,895.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.002 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.002 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and approve Resolution to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations as required to receive grant awards from the Community Development Block Grant (CDBG) programs.

**MEETING DATE REQUESTED:**

June 20, 2017

**Statement of Issue:** Board to review and approve Resolution

**Recommended Action:** Approve Resolution

**Fiscal Impact:** This is a requirement to receive funding assistance through the CDBG program.

**Budgeted Expense:** Y/N

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Department of Economic Opportunity, Community Development Block Grant Program requires the County to adopt a formal policy to prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations per 42 United States Code 5304 (a) (1) (1) enacted as Section 104 of the Housing and Community Development Act of 1974 for the County to be eligible to receive grant funding.

**Attachments:** Resolution and information on requirement



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

TED LAKEY, 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

A RESOLUTION OF TAYLOR COUNTY, FLORIDA, ADOPTING A POLICY FOR THE PROTECTION OF INDIVIDUALS ENGAGING IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, REPEALING ALL RESOLUTIONS IN CONFLICT HERewith, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA AS FOLLOWS:

Whereas 42 United States Code 5304(a)(1)(1), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations;

Whereas 42 United States Code 5304(a)(1)(2), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction;

Therefore and henceforth, it is the policy of the County to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil

rights demonstrations; and to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction with due and proper consideration given to the extent and limits of the County's power and authority to do so.

All other resolutions and policies or sections of resolutions and policies of the County in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

If any section, paragraph, sentence, or clause hereof or any provision of this Resolution is declared to be invalid or unconstitutional, the remaining provisions of this Resolution shall be unaffected thereby and shall remain in full force and effect.

This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the Board of County Commissioners of Taylor County, Florida on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

TAYLOR COUNTY BOARD  
OF COUNTY COMMISSIONERS

\_\_\_\_\_  
PAM FEAGLE, CHAIRPERSON

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, CLERK OF COURTS



# Procedures for Processing Citizen Complaints Regarding Non-violent Civil Rights Demonstrations

June 26, 1991

Special Attention of: Notice: CPD-91-17

All Regional Administrators Issued: June 26, 1991  
All Regional CPD Directors Expires: June 26, 1992  
All Category A Field Office Managers  
All Field Office CPD Directors Cross References:  
HUD Handbook 5552.0 REV-2

## **SUBJECT: Procedures for Processing Citizen Complaints Regarding Non-Violent Civil Rights Demonstrations**

**Purpose:** This notice provides guidance and establishes procedures for handling by HUD of written citizen complaints alleging non-compliance with the requirements regarding non-violent civil rights demonstrations that are specified in the 1990 HUD Appropriations Act and the National Affordable Housing Act.

**Background:** Certain provisions in the fiscal year 1990 HUD Appropriations Act and the National Affordable Housing Act affect CDBG grantees as follows:

- Section 519 of Public Law 101-144 (the fiscal year 1990 HUD Appropriations Act) required that no funds appropriated under that Act for the CDBG program could be awarded to any municipality that failed to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and,
- Section 906 of Public Law 101-625 (the National Affordable Housing Act) amended Title I of the Housing and Community Development Act of 1974 to extend the excessive force restrictions to all CDBG funds. It further requires that no CDBG funds may be awarded to any unit of general local government that fails to adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The legislative history of the FY 1990 Appropriations Act provision indicates that the excessive force policy may be adopted by the grantee by whatever means that will stand the practical test of usage. The policies may be adopted by a local legislative act such as an ordinance, by an executive order, or by a regulation within the police department. A grantee need not adopt new policies if it has existing written policies that meet the requirements of these sections, as applicable. (See CPD Notice 89-53.)



(1a)

Sheltermanager Ltd. Company Number 7975587  
Unit 37 Jessops Riverside, 800 Brightside Lane, Sheffield, S9 2RX, United Kingdom  
Tel: +44 1142 993638, Email: [info@sheltermanager.com](mailto:info@sheltermanager.com)



## Pro-forma Invoice

**Bill To:**

Taylor County Animal Control  
302 Maurice Linton Rd  
Perry  
FL 32347


Invoice number: **h1129**Date: **22 Jun, 2017**

Description	Amount
sheltermanager.com 12 months hosting	325.00 USD
	<b>325.00 USD</b>

Please follow this link to [make a payment](#)

Thank you for your business.

**Please do not post cheques.** We do not accept cheques due to long postage and clearance times.

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
<b>SUBJECT/TITLE:</b> 	Fire Assessment – Status Update
<b>Meeting Date:</b>	6/20/2017

**Statement of Issue:** Current stage of the proposed fire assessment requires draft ordinance and  
Draft resolution to meet statutory deadlines for implantation.

**Recommendation:** Board to task county attorney to draft a Service Assessment Ordinance  
And Preliminary Assessment Resolution.

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

**Submitted By:** Dan Cassel

**Contact:** \_\_\_\_\_

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** \_\_\_\_\_  
Government Services Group will provide a presentation of the proposed fire assessment to include  
proposed rates, methodology, and data components at the next board workshop on 6/22/2017.

**Options:** 1. \_\_\_\_\_  
2. \_\_\_\_\_

**Attachments:** 1. \_\_\_\_\_  
2. \_\_\_\_\_



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to review and approve the Community Development Block Grant (CDBG) Program Procurement Procedures and adopting Resolution as required for the County to receive a grant award from the CDBG Program.

**MEETING DATE REQUESTED:**

June 20, 2017

**Statement of Issue:** Board to review and approve the CDBG Procurement Procedures and Resolution.

**Recommended Action:** Approve CDBG Procurement Procedures and Resolution

**Fiscal Impact:** The Procedure Procedures and adopted thereof by Resolution are a requirement to be eligible for CDBG funding assistance. The County anticipates being awarded a grant in the amount of \$750,000 which will be used to provide housing rehabilitation assistance to qualified homeowners who live outside the city limits of Perry.

**Budgeted Expense:** Y/N

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The County's CDBG Procurement Procedures and adoption thereof were last updated/amended on February 1, 1999 and are no longer in compliance with federal and state grant administration and audit reporting standards, in particular, 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants. Due to the extended period of time since the CDBG Procurement Procedures were last updated, Grants staff prepared an completely new CDBG Procurement Procedure Plan in lieu of an amended Plan. The County anticipated receiving a \$750,000 CDBG housing rehabilitation grant within the next two months.

**Attachments:** Community Development Block Grant Program Procurement Procedures and Resolution



**TAYLOR COUNTY, FLORIDA  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM  
PROCUREMENT PROCEDURES**



Taylor County Board of County Commissioners  
201 E. Green Street  
Perry, Florida 32347

June 20, 2017



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TAYLOR COUNTY BOARD OF COMMISSIONERS  
PROCUREMENT POLICY  
INCLUDING THE  
MINORITY & DISADVANTAGED BUSINESS ENTERPRISE POLICY

Section 1                      PURPOSE

This policy is adopted to assure that commodities and services for the Community Development Block Grant Programs are obtained efficiently and effectively in free and open competition and through the use of sound and best management procurement practices. All County staff and other persons (subgrantees or contractors) with designated responsibility for the administration of CDBG award contracts are responsible for ensuring compliance with all applicable federal, and state laws and regulations, and local policy and procedures. These include but are not limited to: OMB Circular A-102; 2 CFR 200; 287.055 and 255.0525 Florida Statutes; Rule 73c-23 Florida Administrative Code; Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (53 Federal Register 8034); Florida Small and Minority Business Act 288.702-288.714 Florida Statutes; Davis-Bacon Act-sets requirements for paying prevailing wages on federally funded projects; Contract Work Hours and Safety Standards Act of 1962, 40 USC 327et. seq.; Federal Fair Labors Standard Act, 29 USC, 201 et. seq.; and Copeland Anti-Kickback Act of 1934.

Section 2                      APPLICATION OF POLICY

This policy shall apply to contracts or agreements for the procurement of all materials, supplies, services, construction and equipment for any Community Development Block Grant Program solicited or entered into after the effective date of this policy. All procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides open and free competition.

Procurement shall be made by one of the following methods, as described below: (a) small purchase procedures; (b) purchasing quotes 1; (c) purchasing quotes 2; (d) competitive sealed bids (formal advertising); (e) competitive sealed proposals; (f) noncompetitive negotiations; or (g) emergency purchases.

Section 3                      PURCHASING AND CONTRACT AWARD PROCEDURES

Section 3.01                      PURCHASING CATEGORIES; THRESHOLD AMOUNTS

Except as to Sole Source Purchases (Section ) and Cooperative Purchasing (Section ), all purchases and contract awards are to be made subject to the provisions of the appropriate Section according to the following threshold amounts:

- A. Small Purchases (Section 3.02) ..... \$1.00 to \$500.00
- B. Purchasing Quotes 1 (Section 3.03) .....\$500.01 to \$1,500.00
- C. Purchasing Quotes 2 (Section 3.04).....\$1,500.01 to \$25,000.00
- D. Competitive Sealed Bids (Section 3.05).....\$25,000.01 and above
- E. Competitive Sealed Proposals (Section 3.06)
- F. Noncompetitive Negotiations (3.07)
- G. Emergency Purchases (Section 3.08)

The Purchasing Department and the County Administrators office are the only departments authorized to issue purchase requisitions.

Section 3.02                      SMALL PURCHASES

The purchase of commodities, equipment and services which cost less than the threshold authorized in Section 3.01 does not require solicitation of quotes or bids. Small purchases shall be authorized by the Purchasing Manager or his/her designees.

Section 3.03                      PURCHASING QUOTES 1

The purchase of goods and services which cost within the range authorized for purchasing quotes in Section 3.01 (B) shall require quotations from three or more vendors. The quotations shall be obtained by the Department Heads or their designees and will be reviewed and approved by the Purchasing Manager. Quotes may be obtained by email, fax, or in direct contact from vendor supplying quote. Quotes must be provided in written form to the Purchase Manager.

Section 3.04                      PURCHASING QUOTES 2

The purchase of goods and services which cost within the range authorized for quotes in Section 3.01 (C) shall require that purchase orders with a per unit cost between \$1,500 to \$25,000 will be authorized by the Department Head and the County Administrator. Three written quotes are required if available. If three quotes are not available the "No quotes" must still be documented in writing including a copy of the email or fax requesting the quote.

NOTE: Regardless of the number of individual items purchased or exemptions in the purchasing manual any purchase order cumulatively totaling \$15,000 or more must be personally approved by the County Administrator.

Section 3.05                      COMPETITIVE SEALED BIDS

1.     Conditions For Use. All contracts for purchases of a single item, services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 3.01, where price, not qualifications, is the basis for contract award, shall be awarded by competitive sealed bidding. Approval of the County Administrator and Board of Commissioners is required. Certain purchases may be exempted from the bid process as defined in the Purchasing Manual (such as vehicles purchased under state contract).
2.     Invitation to Bid. Under Section 255.0525(2), F.S. and Rule 73-23.00521(2)(a), F.A.C., or in compliance with local policies, an Invitation to Bid for construction projects that are projected to cost more than \$25,000.01 shall be published in at least one daily newspaper of general circulation in Taylor County as well as a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA) at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. For Taylor County this is a newspaper in Tallahassee or Gainesville. Additionally, notice shall be sent to those vendors and contractors on the County's MBE/WBE solicitation list. It should be noted the County requires Competitive Sealed Bids on all housing rehabilitation projects. The only exception is in the event of a declared disaster event or other Board approved extenuating circumstances.

An Invitation to Bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. No later than ten working days prior to the date for receipts of bids, a vendor shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which the bidder may discover.



All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms or individuals which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

(A) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.

(B) Approved Equivalents. The County reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.

3. Bid Opening. Bids shall be opened publicly. The Clerk of Courts or his/her designee shall open bids in the presence of the Board of Commissioners at the time and place designated in the Invitation to Bid. The amount of each bid, and other such relevant information as may be deemed appropriate by the Clerk together with the name of each bidder, shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.
4. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as; inspection, testing, quality, recycled or degradable material content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluations that are not set forth in the Invitation to Bid, in regulations, or in this policy.
5. Number of Bids. In the event the County does not receive more than one bid, it shall not prohibit the local government from approving the bid, if it is demonstrated that other prospective vendors or contractors have been given adequate notice of the procurement and an opportunity to participate and have declined to submit bids.
6. **The County reserves the right to waive any minor irregularity or technicality or to reject any and all bids.**
7. Bid Agenda Item. After evaluation, the appropriate Department Head will prepare a recommendation and shall place the item on the agenda for approval of the Board of Commissioners.
8. Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bids mistakes, shall be permitted where appropriate. Mistakes discovered before bid submission deadlines may be modified or withdrawn by written notice to the Clerk of Courts office prior to the time set for bid submission. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake, of

non-judgemental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in the bid price or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:

- (1) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be approved by the Board of Commissioners.

9. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for Bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

10. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid.

- (1) Notice of Intended Award. The contract shall be awarded by written notice. Every procurement of contractual services shall be evidenced by a written agreement. Notice of intended award, including rejection of some or all of bids received, may be given by posting the bid tabulations on the County's website at [www.taylorcountygov.com](http://www.taylorcountygov.com), or by email to vendors from the appropriate Department Head. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor provided, self-addressed envelope for their records.
- (2) Notice of Right to Protest. Protests concerning competitive bids shall be filed in writing with the Board of County Commissioners within fifteen (15) working days of the procurement decision. Such protest shall state the facts surrounding the issue together with its character and scope. The Board of County Commissioners shall consider the protest at its next regularly scheduled meeting. The Board of County Commissioner's decision shall be provided in writing to the claimant and shall be the final authority in the dispute.

11. Cancellation of Invitations for Bids. An Invitation for Bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the County, as determined by the Board. Notice of cancellation shall be sent to all known businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items.

12. Disqualification of Vendors. For any specific bid, vendors may be disqualified by approval of the Board of Commissioners for the following reasons:

- (1) Failure to perform according to bidding provisions.

- (2) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (3) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (4) Clear and convincing evidence that the vendor has attempted to give a County employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Town's purchasing activity.
- (5) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133 (3) (a).
- (6) Failure to be a responsive bidder according to the bidding procedures and provisions will result in disqualification of a bid.

### Section 3.06

### COMPETITIVE SEALED PROPOSALS AND QUALIFICATIONS

In competitive negotiation, proposals are requested from a number of sources and a Statement of Qualifications and/or Request for Proposals is publicized. Negotiations are conducted with one or more of the sources submitting offers, and either a fixed-fee or cost reimbursable type contract is awarded, as appropriate. Competitive negotiation may be used if conditions are not appropriate for the use of competitive sealed bids. This may include but not be limited to professional architectural services, engineering, survey, archaeological, consulting, project management, and grant contract administration and inspection services.

When this method is used for a procurement, the following requirements shall apply:

- (1) The Statement of Qualifications and/or Request for Proposals shall identify the deadline for submission of Statement of Qualifications and/or Request for Proposals, minimum qualifications, all evaluation factors, including price or cost where required and their relative importance.
- (2) Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Statement of Qualifications and/or Request for Proposals shall be publicly noticed at least thirty (30) days prior to the date set for receipt of Statements of Qualifications and/or Request for Proposals in a newspaper of general circulation in the County as defined in Section 50.011, Fla. Stat. and at least one newspaper of regional circulation (Tallahassee or Gainesville).
- (3) The review procedures shall provide mechanisms for technical evaluation of the proposals received, determinations of responsive, responsible offerors for the purpose of written or oral discussions, and selection for contract award.
- (4) Proposals/Qualifications. Proposals and/or Qualifications shall be opened publicly. The Clerk of Courts or his/her designee shall open Proposals and/or Qualifications in the presence of the Board of Commissioners at the time and place designated in the advertised Request for Proposals or Qualifications. Relevant information as may be deemed appropriate by the Clerk together with the name of each respondent shall be recorded.
- (5) Proposal Acceptance and Evaluation. Proposals and/or Qualifications shall be

unconditionally accepted without alteration or correction, except as authorized in this policy. Proposals and/or Qualifications shall be evaluated based on the requirements set forth in the RFP or RFQ documents.

- (6) Number of Proposals/Qualifications. In the event the County does not receive more than one proposal/qualification, it shall not prohibit the local government from approving the proposal/qualification, if it is demonstrated that other prospective firms or businesses have been given adequate notice of the procurement and an opportunity to participate and have declined to submit proposals/qualifications.
- (7) **The County reserves the right to waive any minor irregularity or technicality or to reject any and all proposals or qualifications**
- (8) Proposal/Qualification Agenda Item. After evaluation, the appropriate Department Head will prepare a recommendation and shall place the item on the agenda for approval of the Board of Commissioners. Based on the Review Committee evaluations and the decision of the Board, presentations by the respondents may be requested to be made to the Board in a public meeting and the Board will rank and select the firms or businesses to be awarded a contract upon a successful negotiation of costs and scope of services. The Review Committee evaluation and recommendation to the Board of Commissioners may be based on but not limited to the following:
  - (a) competence, including technical educational and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons, and where applicable, the relationship of construction costs estimates by the person to actual cost on previous projects;
  - (b) current work load;
  - (c) financial responsibilities;
  - (d) ability to observe and advise whether plans and specifications are being compiled with, where applicable;
  - (e) record of professional accomplishments;
  - (f) proximity to the project involved, if applicable;
  - (g) record of performance; and
  - (h) ability to design an approach and work plan to meet the project requirements, where applicable.
- (9) Award. The contract shall be awarded with reasonable promptness to the selected respondent whose proposal/qualification meets the requirements and criteria set forth in the Request for Proposal and/or Qualifications.
  - (1) Notice of Intended Award. The contract shall be awarded by written notice. Notice of intended award, including ranking of respondents in which proposals/qualifications were received, may be given by posting the tabulations on the County's website at [www.taylorcountygov.com](http://www.taylorcountygov.com), or by email to respondents from the appropriate Department Head. In the event a proposal or qualification is rejected, it shall also be included on the tabulation sheet.

- (2) Notice of Right to Protest. Protests concerning selection of awardee process shall be filed in writing with the Board of County Commissioners within fifteen (15) working days of the award decision. Such protest shall state the facts surrounding the issue together with its character and scope. The Board of County Commissioners shall consider the protest at its next regularly scheduled meeting. The Board of County Commissioner's decision shall be provided in writing to the claimant and shall be the final authority in the dispute.
- (10) Cancellation of Invitations for Proposals and Qualifications. A request for proposals and/or qualifications or other solicitation may be canceled, or any or all proposals may be rejected in whole or in part when it is in the best interests of the County, as determined by the Board. Notice of cancellation shall be sent to all known potential respondents. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items.
- (11) Disqualification of Vendors. For any specific request for proposal and/or qualifications, vendors may be disqualified by approval of the Board of Commissioners for the following reasons:
- (1) Failure to perform according to proposal/qualification provisions.
  - (2) Conviction in a court of law of any criminal offense in connection with the conduct of business.
  - (3) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
  - (4) Clear and convincing evidence that the vendor has attempted to give a County employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Town's purchasing activity.
  - (5) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133 (3) (a).
  - (6) Failure to be a responsive bidder according to the proposal/qualifications procedures and provisions will result in disqualification.
- (12) Taylor County will follow the Competitive Negotiation Act, Section 287.055, Fla. Stat. as amended, when procuring the services of architects or engineers. The provisions of these procurement procedures shall not be construed to conflict or supersede the requirements of Section 287.055, Fla. Stat. as amended, or any other applicable state or federal law.
- (13) Taylor County will adhere to all standards as per 2 CFR 200.
- (14) If the services to be negotiated are funded in part with state and/or federal grant funds, all procurement procedures will be in compliance with the grant contract/agreement standards.



### Section 3.07                      NONCOMPETITIVE NEGOTIATIONS

Noncompetitive negotiation is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Noncompetitive negotiation may be used when the award of a contract is infeasible under small purchase, competitive sealed bids, request for proposals and/or qualifications, or competitive negotiation procedures.

Circumstances under which a contract may be awarded by this method are limited to the following:

1.        The item is available only from a single source;
2.        Public exigency or emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation;
3.        After solicitation of a number of sources, competition is determined inadequate;
4.        The contract item is available under a State of Florida negotiated blanket contract; or
5.        The goods and/or services are procured from another unit of government.

### Section 3.08                      EMERGENCY PURCHASES

The governing body of the local government may authorize emergency purchases, in conformance with Section 287.057(11), Fla. Stat. if in the judgement of the governing body it is an emergency situation that would severely impair the provision of essential local government services. If emergency purchases or procurement are made which will include expenditure of federal grant funds, 2 CFR 200 policies and procedures must still be met.

### Section 4                              SOLE SOURCE AND COOPERATIVE PURCHASING

#### Section 4.01                      SOLE SOURCE PURCHASES

Sole Source Certification. The procurement for all professional services and any contract resulting from a non-competitive procurement process must meet the requirements of 2 CFR 200.317-.326 and Section 287.055 of the Florida Statutes. The Purchasing Manager shall conduct a cost or price analysis of all proposed prices on sole source purchases, to confirm the purchase is in the best interest of the County and is in compliance with all applicable procurement procedures. Sole source purchases must be approved by DEO in writing.

#### Section 4.02                      COOPERATIVE PURCHASING

1.        State Contracts. The Purchasing Manager is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of General Services, subject otherwise to the requirements of this policy. The Purchasing Manager must follow the County's standard purchasing approval process.
2.        Other Governmental Units. The Purchasing Manager shall have the authority to join other units of government in cooperative purchasing ventures when the best interest of the County would be served thereby, and the same is in accordance with this policy and with the County and State Law. The Purchasing Manager must follow the County's standard purchasing approval process.

## Section 5

### BID PROTEST

Protests concerning small purchases and Purchasing Quotes 1 costing in the aggregate not more than \$1,500.00 shall be filed in writing with the County Administrator within fifteen (15) working days of the small purchase and Purchasing Quote 1 decision. Such protest shall state the facts surrounding the issue together with its character and scope. The County Administrator or their designee shall contact the claimant and attempt to resolve the protest. The County Administrator's office shall provide a written decision within fifteen (15) working days of the filing of the protest.

Any appeals of the County Administrator's decision shall be filed in writing with the Board of County Commissioners within fifteen (15) working days of receipt of the written decision of the County Administrator by the claimant. The Board of County Commissioners shall consider the appeal at its next regularly scheduled meeting. The Board of County Commissioner's decision on the appeal shall be provided in writing to the claimant and shall be the final authority in the dispute.

Protest concerning purchases greater than \$1,500.00, competitive negotiation procurement decisions and noncompetitive negotiation procurement decisions shall be filed in writing with the Board of County Commissioners within fifteen (15) working days of the procurement decision. Such protest shall state the facts surrounding the issue together with its character and scope. The Board of County Commissioners shall consider the protest at its next regularly scheduled meeting. The Board of County Commissioner's decision shall be provided in writing to the claimant and shall be the final authority in the dispute.

In no case will the protesting bidder or officer be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney fees. In the event of any litigation, the legal venue shall be Taylor County.

In the event of a timely protest, the County shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the Board of Commissioners makes a determination that the award of a contract without delay is necessary to protect the substantial interest of the County, an emergency, or will have serious negative impact on the health and welfare of the citizens of Taylor County.

## Section 6

### CONTRACT CLAIMS

1. The County Administrator is authorized to settle any protest regarding the solicitation or award of a County contract, or any claim arising out of the performance of a County contract, prior to an appeal to the Board of Commissioners or the commencement of legal action, but may not settle any such protest or claim for consideration of \$1,500.00 or greater in value without prior approval of the Board of Commissioners.
2. All claims by a contractor against the County, relating to a contract, except bid protests, shall be submitted in writing to the County Administrator for a decision. The contractor may request a conference with the County Administrator on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
3. The decision of the County Administrator shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of his appeal rights.

4. The County Administrator's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the contractor files a notice of appeal with the Board of Commissioners.
5. If the County Administrator does not issue a written decision regarding any contract controversy within fourteen (14) calendar days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.

**Section 7**                      **REMEDIES FOR SOLICITATION OR AWARDS IN VIOLATION OF LAW**

1. **Prior to Bid Opening or Closing Date for Receipt of Proposals.** If prior to the bid opening or the closing date for receipt of proposals, the County Administrator after consultation with the County Attorney, determines that solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
2. **Prior to Award.** If after bid opening or the closing date for receipt of proposals, but prior to the award contract, the County Administrator after consultation with the County Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
3. **After Award.** If, after award, the County Administrator after consultation with the County Attorney, determine that a solicitation or award of a contract was in violation of applicable law or ordinance, then;
  - (1) if the person awarded the contract has not acted fraudulently or in bad faith:
    - (a) the contract may be terminated and the person awarded the contract shall be compensated for actual costs reasonably incurred under the contract plus a reasonable profit, but excluding attorney's fees, prior to termination; or
  - (2) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interest of the County.

**Section 8**                      **CONTRACT ADMINISTRATION**

**Section 8.01**                **CONTRACT PROVISION**

1. **Standard Contract Clauses and Their Modification.** The Board of Commissioners after consultation with the County Attorney, may establish standard contract clauses for use in County contracts. However, the County Administrator may, upon consultation with the County Attorney, vary any such standard contract clauses for any particular contract.
2. **Contract Clauses.** All County contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The County may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:
  - (1) the unilateral right of the County to order, in writing, changes in the work within the



- scope of the contract;
- (2) the unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- (3) variations occurring between estimated quantities or work in contract and actual quantities;
- (4) defective pricing;
- (5) time of performance and liquidated damages;
- (6) specified excuses for delay or nonperformance;
- (7) termination of the contract for default;
- (8) termination of the contract in whole or in part for the convenience of the County;
- (9) suspension of work on a construction project ordered by the County;
- (10) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract
  - (a) when the contract is negotiated;
  - (b) when the contractor provides the site or design; or
  - (c) when the parties have otherwise agreed with respect to the risk of differing site conditions;
- (11) value engineering proposals;
- (12) remedies;
- (13) access to records/retention records;
- (14) environmental compliance; and
- (15) prohibition against contingency fees;
- (16) insurance to be provided by contractor covering employee property damage, liability and other claims, with requirements of certificates of insurance and cancellation clauses;
- (17) bonding requirements as set by the Board of Commissioners;
- (18) causes of and authorization for suspension of contract for improper contractor activity.

#### Section 8.02                      PRICE ADJUSTMENTS

1. Method of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the County:
  - (1) by agreement on a fixed price adjustment before adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (2) by unit prices specified in the contract or subsequently agreed upon;
  - (3) by costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the County;
  - (4) in such other manner as the contracting parties may mutually agree; or
  - (5) in the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County, subject to the provisions of this Section.
2. Costs or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this Section.

#### Section 8.03                      CHANGE ORDERS/CONTRACT AMENDMENTS

Change orders and contract amendments, which provide for the alteration of the provisions of a contract may be approved by an appropriate Department Head if applicable and the County Administrator based upon the dollar value of the change or amendment. The purchasing categories thresholds designated in Section 3.01 shall govern the appropriate level of approval.

Section 8.04                      ASSIGNMENTS OF CONTRACTS

No agreement made pursuant to any section of this policy shall be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the County.

Section 9                              PROCUREMENT RECORDS

1.     Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained by the County in a contract file.
2.     Retention of Procurement Records. All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules established by the State of Florida and Federal Guidelines. All requirements and standards of 2 CFR 200 will be strictly adhered to. For CDBG related activities that retention period is six (6) years.

Section 10                              PROCUREMENT SPECIFICATIONS

Section 10.01                      MAXIMUM PRACTICABLE COMPETITION

All specifications shall be drafted to promote overall economy and encourage competition in satisfying the County needs and shall not be unduly restrictive. The policy applies to all specifications including, but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

Section 10.02                      USE OF BRAND NAME OR EQUIVALENT SPECIFICATIONS

1.     Use. Brand name or equivalent specifications may be used when the County determines that:
  - (1) no other design, performance, or qualified product list is available;
  - (2) time does not permit the preparation of another form of purchase description, not including a brand name specification;
  - (3) the nature of the product or the nature of the County requirements makes use of a brand name equivalent specifications suitable for the procurement; or
  - (4) use of brand name or equivalent specification is in the County's best interest.
2.     Designation of Several Brand Names. Brand names or equivalent specifications shall seek to designate three, or as many different brands as are practicable, as "or equivalent" references and shall further state the substantially equivalent products to those designated may be considered for award.
3.     Required Characteristics. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.
4.     Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
5.     Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence. If sufficient information is provided by the prospective bidder, the County may determine, in writing and prior to the bid opening time, that the proposed product

would be equivalent to the brand name used in the solicitation.

6. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products must include in their bid submittal the manufacturer's specifications for those products. Brand names and model numbers are used for identification and reference purposes only.

#### Section 10.03                      BRAND NAME SPECIFICATIONS

1. Use of Brand Name Specifications. Since the use of a brand name specification is restrictive of product competition, it may be used only when the County makes a determination that only the identified brand name item will satisfy the County needs.
2. Competition. The County shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 4.01, Sole Source Purchases.

#### Section 11                              ETHICS IN PUBLIC CONTRACTING

##### Section 11.01                      CRIMINAL PENALTIES

To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall in addition to civil sanctions set forth in this part.

##### Section 11.02                      EMPLOYEE CONFLICT OF INTEREST

1. Participation. It shall be unethical for any County employee, officer, or agent to participate directly or indirectly in a procurement of a contract, awarding of a contract, or administration of a contract supported by public funds. Such a conflict of interest would arise when:
  - (1) A County employee, officer or agent;
  - (2) Any member of his or her immediate family;
  - (3) His or her partner; or
  - (4) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. County officials, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, or parties to sub-agreements.

##### Section 11.03                      CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unethical for any County employee who is participating directly or indirectly in the procurement process to become or to be, while such a County employee, the employee of any person contracting with Taylor County.

##### Section 11.04                      USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of other persons.

##### Section 11.05                      GRATUITIES AND KICKBACKS

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any Taylor County employee, officer, or agent to solicit, demand, accept, or agree to accept from another person, a

gratuity or an offer of employment in connection with the decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard rendering of advise, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal thereto.

2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or behalf a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
3. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall conspicuously set forth in every contract and solicitation therefore.

#### Section 11.06                      SANCTIONS

1. Employee Sanctions. Upon violation of the ethical standards by any official, employee, or agent of the County, or other appropriate authority may:
  - (1) impose one or more appropriate disciplinary actions as defined in the County Personnel Policies and the Fraudulent Misconduct and Anti-Fraud Awareness Policy, up to and including termination of employment; and;
  - (2) may request investigations and prosecution
2. Non-employee Sanctions. The County may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:
  - (1) written warnings;
  - (2) termination of contracts; or
  - (3) debarment or suspension.

#### Section 11.07                      RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS

1. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this policy by a County official, employee, agent, or non-employed whether applicable party is an employee or non-employee may be recovered.
2. Recovery of Kickbacks by Taylor County. Upon a showing that a subcontractor made a kickback to prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such a kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

#### Section 12                      FEDERAL POLICY NOTICE

#### Section 12.01                    PATENTS

If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions:

1.     Notice To Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or inventions arising out of the contract.
2.     Notice By Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

#### Section 12.02                    NOTICE OF FEDERAL PUBLIC POLICY REQUIREMENTS

1.     Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:
  - (1) equal employment opportunity;
  - (2) Copeland "anti-kickback" Act;
  - (3) Federal Fair Labor Standards Act;
  - (4) Davis Bacon Act;
  - (5) Contract Work Hours and Safety Act;
  - (6) Americans with Disabilities Act; and
  - (7) Other requirements set forth in any contract.
2.     Notice. Contracts shall include all appropriate provisions giving the contractor notice of these requirements. Where applicable, contracts shall include in the contract provisions the requirement that the contractor give similar notice to all of its subcontractors.

#### Section 13                        PAYMENT TO VENDORS

All payment to vendors shall also in accordance with the amended "Prompt Payment Act", Chapter 89-297, Florida Statutes.

#### Section 14                        MINORITY/DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PROGRAM

1.     Purpose and Scope. The purpose of the Minority/Disadvantaged Business Enterprise Program is to enhance the participation of qualified minority and women-owned businesses in providing commodities, goods, contractual services and construction work required by Taylor County. This program describes procedures to accomplish this purpose and to monitor and evaluate progress. All Department and Divisions under the jurisdiction of the Taylor County Board of Commissioners are responsible for implementing this program. The County is committed to the greatest extent feasible to promote opportunities for minority, disadvantaged, and women-owned businesses. In accordance with this policy, the County shall implement the following steps:
  - (1) Utilize the service and assistance of the Florida and Taylor County Chambers of Commerce, Florida Department of Labor and Employment Security, listings of federal agencies and other appropriate sources to identify small and minority business concerns, and women's business enterprises;

- (2) Maintain and update bid solicitation lists, which include small and minority business concerns, and women's business enterprises;
  - (3) Notify small and minority business concerns, and women's business enterprises of contracting opportunities with the County; and
  - (4) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business concerns, and women's business enterprises;
  - (5) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business concerns, and women's business enterprises;
  - (6) Require prime contractors, if subcontractors are to be let, to take the Minority/Disadvantaged Business Enterprise Participation Program steps in items 1 through 5 above; and
  - (7) Maintain records (copies of memoranda, correspondence, etc.) to document that all steps in the Minority/Disadvantaged Business Enterprise Participation Program procurement policies have been followed.
2. Definition. Minority Business Enterprise (MBE) as used herein, means a business that is owned and controlled at least 51% by one or more minority persons (MBE) or by one or more women (WBE) and whose management and daily operations are controlled by one or more such persons.

#### Section 15                      TRAVEL EXPENSES

All travel payments shall conform to the allowances provided in 2 CFR 200, Chapter 112.061, Fla. Stat., and applicable state or federal grant contracts rules and regulations. Reimbursement for travel expenses will be paid to an employee only after the submission of an itemized statement of expenses.

#### Section 16                      OTHER PROVISIONS

While the local government certifies its procurement procedures meet or exceed the minimum standards applicable to Community Development Block Grant administration, the local government recognizes the special purchasing requirements of the state's Community Development Block Grant Program. In addition, the local government agrees to follow any purchasing procedures as outlined in the federal and state administrative rules for the Community Development Block Grant Program, including 2 CFR 200.

Except as otherwise provided by law, procurement awards shall be made only on the basis of requirements and evaluation factors that are directly related to the price or quality of the commodities or services or to the ability of the prospective supplier or contractor to perform under the agreement. In evaluating the ability of a prospective contractor to perform, the local government shall at a minimum consider the prospective contractor's record of past performance under Community Development Block Grants.

The local government shall not contract with the same individual or business entity for more than one of the services listed in Section 290.047(5), Fla. Stat., unless for each such service, it can document that such individual or entity is the sole source for the service or is the responsive, responsible proposer whose proposal has been determined in writing, as a result of a competitive process in accordance with the local

government's procurement procedures, to be the most advantageous to the local government. Written determination of the need for multiple services from the same contractor and supporting documentation must be maintained on file with the local government throughout the grant term. In accordance with U.S. Department of Housing and Urban Development criteria, unlike services, such as grant application preparation, administering Community Development Block Grant programs, engineering services, and the like must not be lumped together in a single contract.

All contracts for professional services shall conform to the following:

- (1) Any Request for Proposals which includes more than one service shall provide that:
  - a. proposals may be submitted for one or more of the services;
  - b. proposals will be considered on an equal competitive basis;
  - c. qualifications and proposals should be separately stated for each service;  
and
  - d. the evaluation of the proposals should be separate for each service.
- (2) A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published Request for Proposals. Based on that criteria, this written evaluation will document why the successful proposal was selected.
- (3) A separate professional services contract must be procured and executed between the local government and the consultant for each particular Community Development Block Grant. Each advertisement for procurement of Community Development Block Grant professional services, except for grant application preparation, must specify the scope of work, program category and Community Development Block Grant cycle by federal fiscal year, grant number provided by the Florida Department of Community Affairs, or application due date.
- (4) Those types of services having a relatively undefined scope, such as program management or administration, and those services of a more defined scope, such as engineering or architectural design, must be separated from each other into individual contracts;
- (5) Each services contract must identify by grant agreement number and individual project the grant to which it is applicable.
- (6) If Community Development Block Grant and other sources of funding are being jointly used to fund activities under a single contract (excluding housing construction or housing rehabilitation contracts), the activities to be paid for with Community Development Block Grant funds must be shown as a separate line item or alternative (deducted or added) in the procurement documents. Community Development Block Grant funded activities shall be separately stated so that quantifiable. This shall be done to clearly denote the Community Development Block activities and the amount of a contract to be paid from Community Development Block Grant funds.
- (7) All contracts shall contain language required in 2 CFR 200. All procurement contracts shall conform to 2 CFR 200 and Section 287.055, Florida Statutes.

(8) Bid and Evaluation Committees are publically announced and approved by the Board of Commissioners when Bids, Requests for Proposals, and Requests for Qualifications are opened. Committee members may be appropriate County staff, consultants already under contract by the County, or other appropriate and knowledgeable individuals as designated by the Board of Commissioners. There will be no appointees which may have the known potential for a conflict of interest.

(9) Under Other Provisions

Each separate provision of this program is deemed independent of all other provisions herein so that if any provision or provisions be declared invalid, all other provisions hereof shall remain valid and full force and effect.

**DULY ADOPTED** by the Taylor County Board of Commissioners of Taylor County, Florida this  
20th day of June, 2017.

BY: \_\_\_\_\_  
Pam Feagle, Chairman

ATTEST:

\_\_\_\_\_  
Annie Mae Murphy, Clerk of Court





**RESOLUTION**  
**RESOLUTION ADOPTING COMMUNITY DEVELOPMENT BLOCK GRANT**  
**PROGRAM PROCUREMENT PROCEDURES TO ENSURE COMPLIANCE WITH**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ADMINISTRATIVE AND**  
**PROCUREMENT STANDARDS AND REGULATIONS INCLUDING 2 CFR 200**  
**UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPALS AND AUDIT**  
**REQUIREMENTS FOR FEDERAL AWARDS.**

WHEREAS, Taylor County is required to formally adopt procurement procedures in compliance with the Community Development Block Grant (CDBG) Programs and 2 CFR 200 procurement and administrative reporting standards and regulations to be eligible for federal funding assistance through the CDBG Program, and

WHEREAS, All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict;

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

SECTION 1. Approval of Procurement Procedures. The Board of County Commissioners hereby approves the Community Development Block Grant Program Procurement Procedures to ensure procurement and administrative reporting compliance for federal grant awards.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective upon the signature by the Board Chairman.

**PASSED AND ADOPTED BY TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
**Pam Feagle, Chairman**

**Attest:**

\_\_\_\_\_  
**Annie Mae Murphy, Clerk of Court**

**Form Approved:**

\_\_\_\_\_  
**Conrad C. Bishop, County Attorney**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:** Board to consider approval of one time repair on Pine Tree Road.



**MEETING DATE REQUESTED:** June 20, 2017

**Statement of Issue:** Pine Tree Road is a private road and is not maintained by the County. Citizens have expressed concerns that the road is impassable by emergency vehicles and are requesting repair of the road.

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** TED LAKEY, COUNTY ADMINISTRATOR

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

**TAYLOR COUNTY BOARD OF COMMISSIONERS*****County Commission Agenda Item*****SUBJECT/TITLE:****THE BOARD TO APPROVE A LIST OF POTENTIAL PROJECTS TO SUBMIT TO THE BP CONSORTIUM FOR POSSIBLE RESTORE ACT FUNDING.****MEETING DATE REQUESTED:**

June 20, 2017

**Statement of Issue:**

**POTENTIAL LIST OF PROJECTS TO BE SUBMITTED TO THE GULF CONSORTIUM AT THEIR NEXT MEETING AT THE END OF JUNE. THE BOARD WILL BE DISCUSSING THE POTENTIAL PROJECT SITES DURING THE SPECIAL WORKSHOP ON JUNE 20, 2017 AT 1:00 PM.**

**Recommended Action:****Fiscal Impact:****Budgeted Expense:****Submitted By:****TED LAKEY, COUNTY ADMINISTRATOR****Contact:****838-3500x7****SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS****History, Facts & Issues:****Options:****Attachments:**