

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

TUESDAY, SEPTEMBER 7, 2021  
6:00 P.M.

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

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

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

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

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

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

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

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

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.
5. THE BOARD TO CONSIDER RATIFYING THE COUNTY ADMINISTRATOR'S SIGNATURE ON LAND USE AGREEMENT FOR COVID-19 TESTING SERVICES, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
6. THE BOARD TO CONSIDER APPROVAL OF A RENEWAL CONTRACT FOR CATASTROPHIC INMATE MEDICAL INSURANCE ADMINISTERED BY HUNT INSURANCE GROUP AND BUDGET INCREASE TO COVER ADDITIONAL PREMIUM COST, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
7. THE BOARD TO CONSIDER APPROVAL OF PHASE I TAYLOR COUNTY FIRE-STATION 2 DESIGN/BUILD REQUEST FOR QUOTES (RFQ) SUBMISSIONS AND REQUEST PHASE 2 PROPOSALS FROM THE SHORT-LISTED PARTIES, AS AGENDAED KENNETH DUDLEY, COUNTY ENGINEER.
8. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO USE SECONDARY ROAD PAVING FUNDS TO COMPLETE THE HINGSON TANNER ROAD IMPROVEMENT PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
9. THE BOARD TO CONSIDER APPROVAL OF RENEWAL OF FUEL CONTRACT WITH EASTERN AVIATION/TITAN FUELS, AS FUEL SUPPLIER TO THE PERRY-FOLEY AIRPORT, AS AGENDAED BY WARD KETRING, AIRPORT MANAGER.

BIDS/PUBLIC HEARINGS:

10. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, IN CONNECTION WITH THE CLOSING OF A PART OF THE ALLEY IN BLOCK 69, STEINHATCHEE SUBDIVISION.

HOSPITAL ITEMS:

11. CHRIS SCHMIDT, DOCTORS' MEMORIAL HOSPITAL (DMH), CHIEF EXECUTIVE OFFICER (CEO), TO APPEAR TO PROVIDE HOSPITAL UPDATE.

PUBLIC REQUESTS:

12. MIKE WEEKLY TO APPEAR TO DISCUSS NEIGHBORHOOD FLOODING ISSUE.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

13. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ACCEPT THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) COUNTYWIDE PROGRAM FOR FY 2017, AS AGENDAED BY MARTY TOMPKINS, UNDERSHERIFF.
14. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ACCEPT THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) COUNTYWIDE PROGRAM FOR FY 2018, AS AGENDAED BY THE UNDERSHERIFF.
15. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO APPOINT ONE (1) MEMBER TO THE BIG BEND WATER AUTHORITY (BBWA), AS REQUESTED BY MARK REBLIN, GENERAL MANAGER.

GENERAL BUSINESS:

16. THE BOARD TO DISCUSS LEGISLATIVE REQUESTS.

COUNTY STAFF ITEMS:

17. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS AND ADVERTISING TO BUILD A NEW SQUAD FIRE APPARATUS, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.
18. THE BOARD TO CONSIDER APPROVAL OF INVITATION TO BID DOCUMENTS AND SCOPE OF WORK, FOR THE REHABILITATION OF THREE (3) HOMES AND DEMOLITION AND CONSTRUCTION OF THREE (3) HOMES THROUGH THE SHIP PROGRAM AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.

COUNTY ADMINISTRATOR ITEMS:

19. THE BOARD TO CONSIDER APPROVAL OF REDUCTION OF, LANDFILL SURCHARGE TO \$5 PER TON, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
20. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS AND ADVERTISING FOR PROFESSIONAL CONSULTING SERVICES FOR THE AMERICAN RESCUE ACT FUND PROGRAMS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
21. THE BOARD TO CONSIDER APPROVAL OF BID COMMITTEE RECOMMENDATION AND CONTRACT FOR THE LEASING OF 296+ ACRES IN TAYLOR COUNTY FOR THE HARVESTING OF SAW PALMETTO BERRIES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
22. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
23. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
24. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

[www.taylorcountygov.com](http://www.taylorcountygov.com)

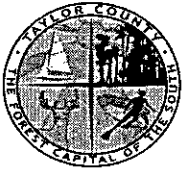
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500,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



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



**THE BOARD TO CONSIDER RATIFICATION OF COUNTY ADMINISTRATOR'S SIGNATURE ON LAND USE AGREEMENT FOR COVID-19 TESTING SERVICES.**

**MEETING DATE REQUESTED:**

**9/7/2021**

**Statement of Issue:** TO ENTER INTO LAND USE AGREEMENT FOR COVID-19 TESTING SERVICES WITH NOMI HEALTH AND THE FLORIDA DEPARTMENT OF HEALTH.

**Recommended Action:** RATIFY SIGNATURE

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:** 850-838-3500 EXT. 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** TAYLOR COUNTY HEALTH DEPARTMENT SUBMITTED THE ATTACHED CONTRACTUAL AGREEMENT WITH NOMI HEALTH IN ORDER TO CONDUCT COVID 19 TESTING. TAYLOR COUNTY AS THE LAND OWNER IS A PARTY TO THIS AGREEMENT. THE AGREEMENT AND CERTIFICATE OF INSURANCE WAS REVIEWED BY THE COUNTY ATTORNEY PRIOR TO SIGNATURE BY THE COUNTY ADMINISTRATOR.

**Options:**

**Attachments:** CONTRACTUAL AGREEMENT

## Land Use Agreement for COVID-19 Testing Services

Nomi Health, Inc. (hereinafter "Nomi") and the Florida Department of Health in Taylor County (hereinafter "DOH-Taylor") hereby enter into this Land Use Agreement as of August 18<sup>th</sup>, 2021 (the "Agreement") with respect to Nomi's use of a DOH-Taylor site in connection with Nomi's provision of COVID-19 testing and related services in Taylor County, Florida (the "Permitted Use"). Nomi and DOH-Taylor may each be referred to as a "Party" and collectively the "Parties".

WHEREAS, Nomi is a provider of COVID-19 related services who desires to provide COVID-19 testing and related services to individuals in Taylor County; and

WHEREAS, DOH-Taylor operates and maintains certain property/properties located at 1215 N Peacock Avenue in Perry, Florida 32347 (the "Site(s)") which it desires to make available for use by Nomi in Nomi's provision of its services to individuals in Taylor County;

NOW THEREFORE, the Parties agree as follows:

1. DOH-Taylor agrees to make the Site(s) available to Nomi for the Permitted Purpose commencing on August 23<sup>rd</sup>, 2021 and, unless a lesser time is mutually agreed upon in writing by the Parties, ending thirty (30) days after receipt of written notice (email notice to the signatory of this Agreement is acceptable) delivered by either Party of its intent to terminate this Agreement. Hours of operation of the Site(s) shall be mutually agreed upon by the Parties.
2. The Site(s) are provided to Nomi "As Is" unless otherwise agreed by the Parties in writing.
3. Nomi will at all times maintain insurance coverage of the types and at the levels appropriate for with the Permitted Use.
4. Nomi has, or will obtain all applicable licenses, permits, registrations, including sales, use, and other state, county, or local tax permits required of any applicable governmental subdivision or agency with respect to the Permitted Use.
5. Nomi will at all times observe instructions from DOH-Taylor regarding traffic patterns and parking requirements as well as signage and related matters at the Site(s).
6. Nomi shall, at its sole cost and expense, keep the Site(s) in a clean condition, in good order, free and clear of litter and debris, free from objectionable noises, odors or nuisances and in compliance with all applicable health regulations, in all respects and at all times.
7. DOH-Taylor may inspect the Site(s) at reasonable times and upon reasonable notice to Nomi in connection with this Agreement to ensure Nomi's compliance with its terms.

8. Nomi shall at all times during its use of the Site(s) provide appropriate supervision and maintain adequate control of its employees, guests, or invitees.
9. In no event will DOH-Taylor (including Board of County Commissioners) be liable for any loss or damage to persons or property including but not limited to third party claims, resulting from the use of the Site by Nomi, its agents, contractors, employees, and invitees. Use of the Site by Nomi, its agents and contractors, and its and their employees and invitees shall be at the sole risk and expense of Nomi provided that in no event will Nomi be responsible for DOH-Taylor's negligence, willful misconduct or violation of applicable laws. DOH-Taylor makes no representations or warranties to Nomi regarding the suitability or safety of the Site for Nomi's intended use. DOH-Taylor shall make Nomi aware of any known or reasonably knowable issues in the Site that could cause harm to Nomi, its agents and contractors, and its and their employees and invitees or cause loss or damage to persons or property.
10. Nomi shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages: (1) workers compensation insurance, (2) commercial automobile liability insurance, and (3) comprehensive general liability insurance. Policy limits shall be reasonable in light of the Services provided by Nomi. The required insurance coverages shall be issued by an insurance company authorized and licensed to do business in the state in which the Site is located, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.
11. Both parties agree to be responsible for their own costs associated with performing its respective obligations under this Agreement. In the event of a dispute under this Agreement, both parties are responsible for their own attorney fees and costs. Venue for any legal action arising from this Agreement will be in the county of the Site(s).
12. The Parties expressly agree that no relationship of employer/employee, principal agent, lessee/lessor, or other association shall be created by this Agreement between the Parties or their directors, officers, agents, or employees. The Parties agree that they will never incur any obligations on the part of the other party.
13. It is expressly agreed that Nomi shall not have the right to assign its rights under this Agreement except on the prior, express, and written consent of DOH-Taylor.
14. To the extent applicable, both parties acknowledge and understand their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), F.S.



15. This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement may be amended at any time in writing and signed by both parties.

All parties to this Agreement acknowledge the evolving nature of the needs related to COVID-19 related services and agree to collaborate in good faith in order to best serve the needs of individuals in Taylor County.

**Client**

By: \_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email Address for Notice: \_\_\_\_\_

**Nomi Health, Inc.**

DocuSigned by:  
By: Dan Schwendiman  
Signature  
Name: Dan Schwendiman  
Title: VP Finance  
Date: 8/19/2021  
Email Address for Notice: daniel@nomihealth.com

**Attest: Taylor County**

By: Lalanda Pemberton  
Signature  
Name: Lalanda Pemberton  
Title: County Administrator  
Date: 8/20/2021

(6)

<b>TAYLOR COUNTY BOARD OF COMMISSIONERS</b>	
<i>County Commission Agenda Item</i>	
<b>SUBJECT/TITLE:</b>	<b>THE BOARD TO CONSIDER APPROVAL OF A RENEWAL CONTRACT FOR CATASTROPHIC INMATE MEDICAL INSURANCE ADMINISTERED BY HUNT INSURANCE GROUP AND BUDGET INCREASE TO COVER ADDITIONAL PREMIUM COST.</b>
<b>SEPTEMBER 7, 2021</b>	



**Statement of Issue:** TO ENTER INTO A ONE YEAR RENEWAL OF INMATE MEDICAL INSURANCE ADMINISTERED BY HUNT INSURANCE GROUP AND TO INCREASE BUDGET REQUEST FOR THE JAIL FOR FISCAL YEAR 2021-2022.

**Recommended Action:** APPROVE OPTION 1

**Fiscal Impact:** \$24,601.20

**Budgeted Expense:** PARTIALLY BUDGETED

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:** 850-838-3500 EXT. 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE INMATE MEDICAL POLICY PROVIDES FOR PER INMATE DEDUCTIBLE OF \$40,000, A PER INMATE COVERAGE LIMIT OF \$250,000 AND A POLICY MAXIMUM OF \$100,000 FOR COVERED EXPENSES/CONDITIONS. THIS POLICY WILL PAY FOR 45% OF ELIGIBLE BILLED CHARGES. STAFF WILL CONTINUE TO NEGOTIATE WITH PROVIDERS TO PROVIDE DISCOUNTS FOR MEDICAL CARE.

DUE TO AN INCREASE IN INMATES THE PREMIUM HAS INCREASED BY \$7,569.60. IN ORDER TO ACCOUNT FOR THE INCREASE IN THE PREMIUM STAFF IS REQUESTING THE BOARD APPROVE AN INCREASE IN THE 2021/2022 FISCAL YEAR BUDGET REQUEST TO COMPENSATE FOR THIS PREMIUM INCREASE.

STAFF ALSO RECOMMENDS RETURNING TO A MONTHLY INMATE COUNT/ INVOICING SYSTEM IN ORDER TO MAXIMIZE POTENTIAL DECREASE IN PREMIUM.

**Options:** APPROVE/NOT APPROVE

**Attachments:**

**POLICY PERIOD OFFER**





Endorsed by the  
National Sheriffs' Association

# Catastrophic **Inmate** Medical Insurance

[www.inmatemedicalinsurance.com](http://www.inmatemedicalinsurance.com)

Taylor County Jail and  
Taylor County Board of County Commissioners

2021-2022 Renewal Proposal



Hunt Insurance Group, LLC

2075 Centre Pointe Blvd., Ste.101, Tallahassee, FL 32308 • Toll-Free: (800) 763-4868 • Fax: (850) 385-2124

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Date of Proposal: August 30, 2021  
 Proposed Insured: Taylor County Jail and Taylor County BOCC  
 City, State: Perry, FL  
 Facilities Include: Taylor County Jail, Dixie County Jail, Cross City, FL, Lafayette County Jail, Mayo, FL, and Madison County Jail  
 Issuing Company: Sirius America Insurance Company, A.M. Best Rating "A-" Excellent  
 Coverage Type: Limited Health Expense Benefits - provided outside the walls of the facility, or facilities, listed above and as outlined in the Insurance Policy.  
 Policy Form: Stop Loss  
 Effective Date: October 1, 2021  
 Number of Inmates: 130

Specific Coverage:	Option 1
Per Inmate Deductible:	\$40,000
Per Inmate Coverage Limit:	\$250,000
Policy Maximum:	\$1,000,000
Rate Per Inmate Per Month:	\$15.77
Prior to Booking / During Pursuit Coverage:	Included
Claim Accumulation Basis:	Eligible Medical Services shall accumulate to satisfy the Per Inmate Deductible as outlined below and be reimbursed at the following:
Covered Expenses:	
In-Patient Hospital Services:	
Outpatient Hospital Services:	
Physician Services:	
Outpatient Diagnostic and Lab Services:	
Ambulance Services:	
Medical Services and Supplies:	
Dialysis:	Lesser of the Amount Paid or 45% of Eligible Billed Charges
Prescription Drugs:	Lesser of the amount paid or 150% of Medicare
	Limited to those provided and administered during a Hospital Stay. Specialty Drugs are not covered.
<b>TOTAL ANNUAL PREMIUM:</b>	<b>\$24,601.20</b>

### Conditions and Assumptions

- Includes coverage for AIDS/HIV & Pregnancy; Specialty Drugs are excluded.
- Mental and Nervous or Substance Abuse benefits are excluded from coverage.
- This proposal is based on data submitted and other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending, or denied pending additional information, or which the prospective insured or authorized representative should otherwise be aware of. Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates, or factors of this offer or can void offer and coverage.
- Claim Provisions:
 

From:	To:
Claims Incurred: October 1, 2021	September 30, 2022
Claims Reported: October 1, 2021	March 31, 2023
Claims Submitted: October 1, 2021	March 31, 2023
- This proposal is valid for the stated effective date shown above provided the prospective insured or its authorized representative elects one of the above options by September 30, 2021, by submitting a signed application, which will be provided after your selection is made. Until we obtain the signed application, the rates and factors are subject to change as additional information is received.
- Acceptance of this quote is contingent upon and subject to the actual terms of the policy as issued, which occurs upon binding and premium payment. If there is any conflict between this quote and the policy, the policy will govern in all cases.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Prospective Insured: \_\_\_\_\_



**Catastrophic Inmate Medical Insurance** Administered by Hunt Insurance Group, LLC

2075 Center Pointe Blvd. Ste. 101, Tallahassee, FL 32308 ☎ Toll Free: (800) 763-4868 ✉ huntbenefits@huntins.com 🌐 www.inmatemedicalinsurance.com

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## Hunt Insurance Group, LLC



John E. Hunt, Sr. 1918-2012

### *Our Story...*

Hunt Insurance Group's story began in 1945, when John E. Hunt, Sr. left Travelers Insurance Company to launch a full-service independent insurance agency. Determined to be a success, Mr. Hunt became a fixture in the community and established a reputation as a hard-working and reputable agent. Since our doors first opened over 75 years ago, our agency has assisted countless businesses, governments, and associations, with their unique insurance needs.



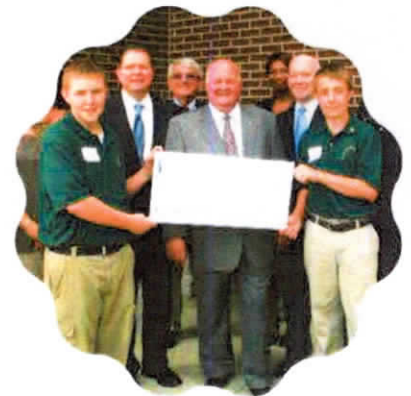
Left to right: John Hunt, Jr. and Scott Hunt; Dan Lancaster speaks to the North Carolina Sheriffs, 2018

### *Our Philosophy...*

Our clients' interests come first--they are the sole reason we exist. We are committed to the highest level of fairness, honesty, and integrity from our staff. We believe these qualities, combined with creative and innovative approaches to servicing our clients, are the keys to the long-term success of our clients' programs and Hunt Insurance Group. We will be flexible enough to undertake any assignment or project our clients need, yet maintain a standard of excellence that will set us apart from all others in our industry.

### *Our Mission...*

To be the recognized leader in the development and administration of alternative insurance programs and services for governmental and select special risk clients.







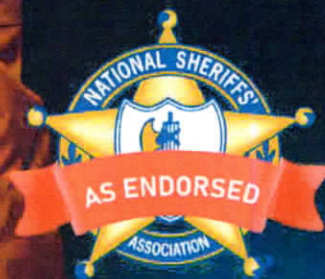
Administered by  
Hunt Insurance Group, LLC

# Catastrophic **Inmate** Medical Insurance

[www.inmatemedicalinsurance.com](http://www.inmatemedicalinsurance.com)



Corporate Partner of the  
National Sheriffs' Association



Endorsed by the  
National Sheriffs' Association

**Hunt Insurance Group, LLC**

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**SIRIUS AMERICA INSURANCE COMPANY**  
**One Liberty Plaza**  
**New York, New York 10006-1404**

**APPLICATION AND POLICY SCHEDULE FOR EXCESS LOSS INSURANCE**

**Part I Proposed Policyholder**

- a. **Full Legal Name of Proposed Policyholder**  
Taylor County Jail and Taylor County Board of County Commissioners
- b. **Address and TIN**  
589 Highway 27 East  
Perry, Florida 32347 59-6000880  
*Tax Identification Number*
- c. **Name and Title of Contact Person** LaWanda Pemberton
- d. **Proposed Policyholder is** 9223 - Correctional Institutions  
*Please describe type of entity or type of business that will own policy*
- e. **Requested Effective Date** October 1, 2021  
Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) Sirius has received the initial premium on or before that date. The Policy Term will end one year after its Effective Date unless otherwise requested and agreed to by Us.
- f. **Eligible Persons Under Your Plan to be Covered Under This Policy**  
*Please check all that apply*  
☐ Retired Employees ☐ Former Employees Continuing Coverage under COBRA or other continuation provisions of the Plan  
☐ Disabled Employees ☐ Employees not Actively at Work on their Effective Dates  
☒ Other – please describe Eligible persons during pursuit of, in Custody of, or Incarcerated in stated facility
- g. **Minimum enrollment** ☒ 130 Covered Units, or % Initial Enrollment \_\_\_\_\_

**Part II Plan of Insurance and Premium Calculation**

***Please check all coverages and options for which You are applying***

- a. ☒ **Specific Excess Loss Coverage**
- i. Include coverage for: ☒ Medical Plan ☐ Prescription Drug Plan
- ii. Specific Deductible Amount Per Covered Person \$ 40,000
- iii. Aggregating Specific Deductible \$ N/A  
*Fixed dollar amount or, if greater, amount x number of Covered Persons*
- iv. Specific Lifetime Maximum \$1,000,000 Per Covered Person \$ 250,000
- v. Specific Benefit Period maximum reimbursement per Covered Person \$ 250,000
- vi. Specific Reimbursement Percentage 100 %

vii. Contract Basis -- Benefit Period includes reimbursement for Covered Expenses

Incurred from 10/1/2021 through 9/30/2022  
enter date  
 and Paid from 10/1/2021 through 3/31/2023  
enter date

viii. Reimbursement for Covered Expenses Incurred before the Effective Date will be limited to

\$ N/A per Covered Person; \$ \_\_\_\_\_ in total.

ix. Monthly Premium Rates --

Per Covered Unit	Premium Rate	Number Covered
Inmate	\$ <u>15.77</u>	<u>130</u>

Other— Eligible persons during pursuit of, in Custody of, or Incarcerated in stated facility

b. N/A Aggregate Excess Loss Coverage

i. Include coverage for: ☐ Medical Plan ☐ Prescription Drug Plan  
☐ Dental Plan ☐ Vision Plan

ii. Individual Claim Limit \$ \_\_\_\_\_

iii. Maximum Aggregate Reimbursement \$ \_\_\_\_\_

iv. Aggregate Reimbursement Percentage \_\_\_\_\_

v. Contract Basis--Benefit Period includes reimbursements for Covered Expenses

Incurred from \_\_\_\_\_ through \_\_\_\_\_  
enter date  
 and Paid from \_\_\_\_\_ through \_\_\_\_\_  
enter date

vi. Reimbursement for Covered Expenses Incurred before the Effective Date will be limited to  
☐ \$ \_\_\_\_\_ per Covered Person; ☐ \$ \_\_\_\_\_ in total.

vii. Monthly Aggregate Factors and Premium Rates

Covered Unit	Factor	No. Covered	Premium Rate
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Other—please describe

viii. Minimum Aggregate Attachment Point \$ \_\_\_\_\_

**Additional Options**

i. Terminal Aggregate Liability Option ☐ included ☒ excluded

*When this Option is in effect, Monthly Aggregate Factors shown above and applicable to the full Policy Term are modified to:*

Monthly Aggregate Factors		
Covered Unit	Factor	PEPM Cost

Other—please describe

ii. Aggregate Accommodation Option ☐ included ☒ excluded  
 Advance Threshold \$ \_\_\_\_\_ PEPM Cost

iii. Specific Advance Reimbursement Option ☐ included ☒ excluded  
 Minimum Advance Reimbursement \$ \_\_\_\_\_

c. **Special Limitations:**

Please list (a) any special Specific Deductibles or other limitations applicable to individuals for whom information was included on the Disclosure Statement, identifying the deductible amount, limitation and name of individual to which it applies, and (b) any Special Limitations and conditions applicable to the Policy applied for.

<b>Claims Accumulation Basis:</b>	<b>Eligible Medical Services shall accumulate to satisfy the Specific Excess and Aggregate Excess deductible as outlined below:</b>
<b>Hospital</b>	Lesser of the Amount Paid or <u>45</u> % of Billed Charge
<b>Ambulance</b>	Lesser of the Amount Paid or <u>45</u> % of Billed Charge
<b>DME</b>	Lesser of the Amount Paid or <u>45</u> % of Billed Charge
<b>Pharmaceutical</b>	Limited to those provided and administered during a Hospital Stay. Specialty Drugs are NOT covered.
<b>Outpatient</b>	Lesser of the Amount Paid or <u>45</u> % of Billed Charge
<b>Professional</b>	Lesser of the Amount Paid or <u>45</u> % of Billed Charge
<b>Other Provisions</b>	1. Charges for Pre-Booking injuries are included under this agreement. 2. Policy Maximum is \$1,000,000 per Benefit Period. 3. Dialysis payment is limited to Lesser of the Amount Paid or 150% of Medicare. 4. Mental, Nervous, or Substance Abuse Benefits are Excluded from Coverage. 5. Any service rendered inside the walls of this, or any jail, are Excluded.

**Part III Administrative Information**

- a. Your Third Party Administrator (TPA) is N/A
- b. Your Agent of Record is Leon Daniel Lancaster
- c. Your Initial Premium Deposit \$ 24,601.20  
Amount submitted with this application

**Part IV Acknowledgements and Signatures**

- a. **Plan Provisions** Applicant attests that the Plan Document provided to Us includes at least the following provisions:
- i. **Employees** – definition, including minimum qualifying hours worked, eligibility, effective date and HIPAA eligibility date provisions;
  - ii. **Dependents** – definition, including all age requirements, eligibility and effective date provisions;
  - iii. **Termination** – when benefits and eligibility cease, any continuation/extension of coverage provisions for leave, layoff or disability, including all applicable state and federal (COBRA) continuation requirements;
  - iv. **Transplants** – Covered Person and non-Covered Person donor benefits, recipient benefits, including any covered transportation, lodging and companion charges; and

v. **Exclusions** – including any expenses resulting from riot or revolt, and war, whether declared or not; [any charges resulting from occupational accidents or illnesses;] or Alternative Treatments except when Medically Necessary and cost-effective compared to standard treatments.

- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that (i) applicant is entitled under applicable law to provide self-funded health benefits to its {employees, members, students} and (ii) all statements and answers in this application are true and complete. I understand and agree that (i) this Application and Policy Schedule will form part of any policy issued, (ii) no information given to or acquired by any representative of Sirius will bind it, unless it is in writing on this application, (iii) no waiver or modification will bind the Company unless it is in writing and is signed by an authorized representative of Sirius, (iv) Our receipt and deposit of Your initial premium does not constitute Our acceptance of liability, (v.) if You or Your TPA have misrepresented or concealed any material fact or circumstance, including any failure to disclosure all information required, We may rescind any policy issued; and (vi) only those persons eligible under Your Plan and the terms of an issued policy will be included.
- c. **Fraud Warning** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Dated at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
*Signed for the Proposed Policyholder*

*Dan Lancaster*  
\_\_\_\_\_  
*Signed by Licensed Agent*

\_\_\_\_\_  
*Title*

**L. Daniel Lancaster**  
\_\_\_\_\_  
*Please Print Agent Name*

**W115823**  
\_\_\_\_\_  
*Agent License Number and Issuing State*



# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

### SUBJECT/TITLE:



BOARD TO REVIEW PHASE 1 TAYLOR COUNTY FIRE - STATION 2 DESIGN/BUILD RFQ SUBMISSIONS AND REQUEST PHASE 2 PROPOSALS FROM THE SHORT-LISTED PARTIES.

### MEETING DATE REQUESTED:

September 7, 2021

### Statement of Issue:

A Request for Qualifications was solicited for the Taylor County Fire – Station 2 Design/Build project. Phase 1 required interested parties to submit their qualifications. Phase 2 requires the short-listed parties to provide a schedule and proposal to complete the project pursuant to a Guaranteed Maximum Price.

**Recommended Action:** The Board should approve the proposed ranking and further approve requesting pricing proposals from the top two firms.

**Fiscal Impact:** \$580,000.00 Appropriation Budget; GMP To Be Provided

**Budgeted Expense:** Yes

**Submitted By:** Engineering Department **Contact:** County Engineer

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### History, Facts & Issues:

At the June 7, 2021 BOCC regular meeting, the Board was presented and approved advertising a Design/Build request for proposals package for the Taylor County Fire – Station 2 project including the required submission information and evaluation criteria. The solicitation was configured as a two-part process with Phase 1 requiring interested parties to submit their qualifications and Phase 2 requiring the short-listed parties to provide a proposal to complete the project pursuant to a Guaranteed Maximum Price. From the Solicitation Package:

To minimize the Respondent's costs associated with preparing and submitting responses, this Solicitation involves two (2) distinct steps. Proposals will be received and reviewed in the following manner:

**Qualifications.** This step will involve the submission and evaluation of qualification information. The focus of this request is to solicit information to identify the best qualified firms for the subject scope of work. Owner intends to select (short-list) the best qualified firms for the subject scope of work, based on the qualification information provided in response to this Solicitation. Owner reserves the right to short-list firms based on the information provided in the initial responses without requiring presentations.

**Proposals.** This step will involve the submission and evaluation of comprehensive priced proposals by selected (short-listed) qualified firms. In this step, Owner intends to solicit priced project proposals from only the selected (short-listed) firms from the first step. The priced proposals will identify a firm project schedule, Guaranteed Maximum Price (GMP) for all design and construction work, concept renderings, and other project-specific details. If in the event this results in only one firm, then the process will continue as prescribed.

Three Phase 1 submissions were received by the BOCC at the July 20, 2021 regular meeting and delivered to the Selection Committee for review. Selection Committee members were identified as the Fire Chief, County Engineer and the Building Official. Due to a family relationship with one of the Submitters, the Building Official was subsequently replaced with the Special Projects Manager. The

following table lists the combined average score for each submission using the pre-determined evaluation criteria. The Selection Committee members individually reviewed all packages submitted and then averaged those scores to assemble this ranking. From this table, we see that two of the submissions were notably stronger than the remaining submission. For this reason, the Selection Committee recommends that the top two submissions be requested to proceed to Phase 2 and provide a proposed Schedule and GMP for the project. These submissions would be received by the Board at a subsequent meeting for public disclosure and consideration of possible award.

**Taylor County Fire – Station 2  
Design/Build Project - Phase 1 RFQ**

	RANKING CRITERIA	Design-Builder Team Evaluation Scoring			
		MAX POINTS	BBI Construction Management, Inc.	LMC Steel	RAM Construction & Development, LLC
1	Qualifications of Design/Builder Team	20	18.3	6.7	20.0
2	Relevant Experience w/ Similar Facilities	20	11.7	11.7	18.3
3	Relevant Design-Build Experience	20	14.3	5.7	17.7
4	Past Performance – Construction and Budget Management	20	16.0	5.0	16.7
5	Project Understanding – Design and Construction Cost	20	15.3	5.0	16.0
6	Addenda Included	0	Yes	No	Yes
	<b>Total</b>	<b>100</b>	<b>75.7</b>	<b>34.0</b>	<b>88.7</b>
	<b>Rank</b>		<b>2</b>	<b>3</b>	<b>1</b>

**Options:**

- 1) Approve the proposed ranking and further approve requesting the top two firms provide a project schedule and GMP proposal.
- 2) Revise the proposed ranking and further approve requesting the top two firms provide a project schedule and GMP proposal.
- 3) Reject the proposed recommendation and state reasons for denial.

**Attachments:**

Individual Committee Member Score Sheet(s)



## Taylor County Fire – Station 2 Design/Build Project - Phase 1 RFQ

Respondents will be evaluated on the following criteria that are all equal in weight and will be considered accordingly. The criteria will be the basis for review of the responses, short-listing, interviews and selection.

Required Items	Design-Build Team		
	BBI Construction Management, Inc.	LMC/Steel	Ram Construction & Development, LLC
Qualifications of Design/Builder Team	Experienced design and management team, no details of site management	Smaller team	Team is experienced and was detailed out to site management
(20 pts)	15	5	20
Relevant Experience w/ Similar Facilities	Limited experience with fire stations or similar typed projects	One past fire station project - metal building with living quarters	Similar type fire station builds on a larger scale
(20 pts)	10	10	15
Relevant Design-Build Experience	Limited experience with projects of similar scale	Design team experience is suited more towards site development	Design experience with metal building
(20 pts)	10	5	15
Past Performance – Construction and Budget Management	Their cost control are centered around keeping schedule and quality control.	Past projects did not give details.	Propose two week meet for goals and decisions to manage cost
(20 pts)	15	0	15
Project Understanding – Design and Construction Cost	propose document reviews throughout to ensure product meets expectations	Packet did not address the subject	min. 3 quotes for sub contractors to control list of points to ensure final project
(20 pts)	10	0	10
Addenda			
Total:	60	25	75

Reviewer:

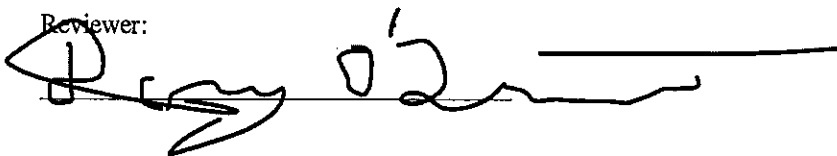
  
S. CASSEL

## Taylor County Fire – Station 2 Design/Build Project - Phase 1 RFQ

Respondents will be evaluated on the following criteria that are all equal in weight and will be considered accordingly. The criteria will be the basis for review of the responses, short-listing, interviews and selection.

Required Items	Design-Builder Team		
	BBI Construction Management, Inc.	LMC Steel	Ram Construction & Development, LLC
<b>Qualifications of Design/Builder Team</b>			
(20 pts)	20	10	20
<b>Relevant Experience w/ Similar Facilities</b>			
(20 pts)	20	15	20
<b>Relevant Design-Build Experience</b>			
(20 pts)	15	10	20
<b>Past Performance – Construction and Budget Management</b>			
(20 pts)	15	10	20
<b>Project Understanding – Design and Construction Cost</b>			
(20 pts)	18	10	20
<b>Addenda</b>			
<b>Total:</b>	88	55	100

Reviewer:

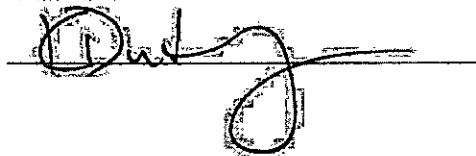


# Taylor County Fire – Station 2 Design/Build Project - Phase 1 RFQ

Respondents will be evaluated on the following criteria that are all equal in weight and will be considered accordingly. The criteria will be the basis for review of the responses, short-listing, interviews and selection.

Required Items	Design-Builder Team		
	BBI Construction Management, Inc.	LMC Steel	Ram Construction & Development, LLC
<b>Qualifications of Design/Builder Team</b>	BBI Construction Management partnering with Donnelly Architects, H2 Engineering (MEP), GMuer Engineering (Civil), WSE Wayland (Structural), Manley Design (Landscape)	LMC Steel is the intended Contractor, individuals named but resumes not included. Only 2 project team members' resumes included from NFPS.	RAM Construction partnering with CRA Architects, H2 Engineering (Electrical/Mechanical), George & Associates (Civil), and JAE (Structural)
(20 pts)	20	5	20
<b>Relevant Experience w/ Similar Facilities</b>	Section 8 listed several projects that have "many of the same elements". None noted in particular as completely similar.	Wellborn Fire Station, Suwannee County – similar but possibly smaller facility, urban municipal setting.  Town of Branford Fire/Rescue Station – Relatively very small facility adjacent to a house type structure	Jefferson Fire Station (10,800 sf, \$946,350)  Wakulla Fire Station (13,700 sf, \$1,300,000)  Tallahassee Fire Station #16 (11,543 sf, \$2,930,500, 3-Story)
(20 pts)	5	10	20
<b>Relevant Design-Build Experience</b>	Southern Scholarship Foundation Learning Center (2,352 sf, \$539,947) City of Gainesville Administrative Office (16,700 sf, \$3,216,080)	Did not find any cited specifically. NFPS Lake Butler Fire Station Project, and the Orthopedic Institute and Cypress Business Park may be D/B.	3 projects referenced since 2008. Albany Fleet Mng. Facility, Walton Maintenance Facility and Frito Lay Distribution Facility)
(20 pts)	18	2	18
<b>Past Performance – Construction and Budget Management</b>	Extensive project construction and management experience with private and public entities with some cost information.	Stated that they have completed over 50 individual projects over the past 16 years. Not any specifics beyond that.	Great detail of current process to be used for this project. Did not notice past performance information (expectations vs. actual)
(20 pts)	18	5	15
<b>Project Understanding – Design and Construction Cost</b>	Section 3, Good grasp on what is expected. Section 6, Sample Schedule	Provided some description of the timing process but no information on cost.	Intends much involvement with Design Team/Contractor/Subs/Owner. Good history of local work and workers.
(20 pts)	18	5	18
<b>Addenda</b>	Included	Not included	Included
<b>Total:</b>	<b>79</b>	<b>27</b>	<b>91</b>

Reviewer:



# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**

COMMISSIONERS TO CONSIDER APPROVAL OF USING SECONDARY ROAD PAVING FUNDS TO COMPLETE THE HINGSON TANNER ROAD IMPROVEMENT PROJECT.

**MEETING DATE REQUESTED:**

September 7, 2021

**Statement of Issue:** The Board recently improved a portion of Hingson Tanner Road to a paved condition. The remaining portion was intended to receive milling material.

**Recommended Action:** Staff recommends that the Board accept Staff's proposal to complete the Hingson Tanner Rd improvement project using Secondary Road Paving funding.

**Fiscal Impact:** FISCAL YR 2020/21 - \$20,665.10 SRIP Funding

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### **History, Facts & Issues:**

The Board requested and received bids for the improvement of Hingson Tanner and Ellison Frith Roads under the Secondary Road Improvement Program. On October 5, 2020, the two bids received were opened and distributed to the Bid Committee for further review. Unfortunately, costs were such that there was insufficient funds to complete both projects. As a result, Hingson Tanner was selected for project completion. However, during discussions with affected landowners, Staff identified that some of the owners along the east/west end of the road were not accepting of the required construction encroachment for the paving project. This prompted the decision to modify the project scope of work and pave the north/south portion of the road and only place milling on the remaining portion. Due to various issues, the milling portion of the project has yet to be completed.

Currently, there is \$1,903 left in the designated Hingson Tanner Secondary Road Cost Center (0308-56307) and \$113,419 in the District 4 Cost Center (0308-56314). Hank Evans, Public Works Director, has estimated a cost of approximately \$20,665.10 to complete the milling portion in accordance with the current approved Policy. Staff intends to exhaust the Hingson Tanner Funds and then to charge the remaining expenses to the District 4 Cost Center.

#### **Options:**

- 1) Accept using Hingson Tanner Rd designated funds and District 4 Secondary Road Paving funds to complete the milling portion of the project.
- 2) Reject the proposal stating reasons for such denial.

#### **Attachments:**

None

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Asking the Board to approve renewal of fuel contract with Eastern Aviation / Titan Fuels as fuel supplier to Perry-Foley Airport.

**Meeting Date:**

09/07/2021

**Statement of Issue:** Board to approve renewal of airport fuel supply contract

**Recommendation:** Approve renewal of fuel supply contract.

**Fiscal Impact:** \$ This item is funded in the annual budget. The impact varies with fuel prices and fuel sales.

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

**Submitted By:** Ward Ketring Airport Manager

**Contact:** Ward Ketring

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Eastern / Titan fuels have been our fuel supplier for three years. They have given us the best prices and the service has been satisfactory.

**Attachments:** 1. Original fuel supply contract and the renewal contract.

2. \_\_\_\_\_

*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

July 29, 2021

VIA E-MAIL AND REGULAR MAIL

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

Dear LaWanda:

Pursuant to your e-mail of 7/27/21, enclosed please find a 2-year contract with Eastern with option to renew for successive months of 12 months each thereafter unless and until termination by either party upon notice in writing giving at least 30 days before the end of any such twelve-month period.

Is this what you wanted?

Thank you and I hope you are doing fine.

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/kp

Enclosure

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

## AVIATION FUELS CONTRACT

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between EASTERN AVIATION FUELS, INC. of New Bern, North Carolina, hereinafter called "Seller" and TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter called "Buyer" as follows:

1. **AGREEMENT:** Seller agrees to sell and deliver, and Buyer agrees to purchase, receive and pay for from Seller, buyer's entire requirements of aviation fuels for use or resale at the PERRY-FOLEY AIRPORT, PERRY, FLORIDA, at or near PERRY-FOLEY AIRPORT, PERRY, FLORIDA.

2. **TERM:** This contract shall remain in force for a period of TWO (2) years beginning on the 1<sup>st</sup> day of August, 2021, (with the option to renew for two additional years) and for successive periods of twelve months each thereafter, unless and until terminated by either party upon notice in writing given at least thirty days before the end of any such twelve-month period.

3. **DELIVERIES:** The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by EASTERN AVIATION FUELS, INC. and deliveries to Buyer hereunder shall be by tank truck at the place of business of Buyer at said Airport in approximately even quantities in such amounts and at such times during business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

4. **PRICING:** Buyer agrees to pay for the aviation fuels covered by this contract as follows:

JET A

Seller's posted dealer price\*

AVIATION GASOLINE 100LL

Seller's posted dealer price\*

\*As herein used, the words "Seller's posted dealer price" mean the price posted and displayed at the time of delivery, at Seller's office at location shown in paragraph 15 hereafter.

5. **TERMS:** Buyer agrees to pay cash at time of delivery for all such aviation fuels. If Seller shall extend credit to buyer, Buyer agrees to pay for all such aviation fuels via check 30 days from delivery date. Seller reserves the right to withdraw these terms and demand certified cash payments on delivery without assigning any cause for such action. The failure or refusal of Buyer to comply with the requirements which the Seller may impose hereunder as to payment shall entitle the Seller to suspend delivery pending such failure or refusal or to terminate this agreement forthwith. The suspension or termination of this agreement because of the failure of Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.

If Buyer's account with Eastern Aviation Fuels is in arrears, the Buyer hereby agrees that the Seller, at his discretion, may request credit card companies to reimburse Eastern



Aviation Fuels with Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Eastern Aviation Fuels.

6. **TAXES, FEES, AND AIRPORT CHARGES:** Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

7. **FAILURE TO PERFORM:** If Seller's supplier should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels in Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

8. **CONDITIONS:** All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do.

9. **TRADEMARKS:** Seller grants to Buyer a nonexclusive, non-transferable right to use the "Shell Aviation" brand or licensed trademark in connection with the sale of Aviation Fuel at Buyer FBO. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of the Buyer FBO.

10. **HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:**

(a) **Product Handling** - Buyer shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) **Environmental Compliance** - buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in the aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

11. **INSURANCE TO BE MAINTAINED BY BUYER:** Buyer shall purchase and maintain at Buyer's expense the following insurance coverage in order to be a branded Shell Aviation FBO:



(a) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation produces and refueling operations with minimum limits of five hundred thousand dollars (\$500,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(b) Name both Shell Aviation, d/b/a/ Shell Oil Products Company U. S., LLC and Eastern Aviation Fuels, Inc., as additional insured parties with respect to liability arising from Buyers aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided buyer free of charge provided Buyer secures and maintains said underlying insurance.

In the event Buyer is able to secure said insurance, only with \$100,000 per-person sub-limits for bodily injury Buyer will be permitted to be a branded Shell Aviation FBO, but will not be eligible for the 50 million excess liability insurance program.

Buyer may elect not to participate in the Excess Aviation refueling Liability Insurance program, but will be required to maintain insurance meeting the above criteria to be a branded Shell Aviation FBO.

12. **CHARGE/CREDIT CARD PROGRAM:** Invoices from credit and charge card sales may be purchased by Seller from Buyer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Shell Merchant terms and Operating Procedures Manual" published by Seller and furnished to Buyer from time-to-time. Upon failure by Buyer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Buyer any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at Seller's sole discretion, shall be deemed part of this Agreement. Buyer shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller or 3<sup>rd</sup> party software vendors designated and approved by Seller.

13. **CONTRACT FUEL PROGRAM:** Seller offers a comprehensive Contract Fuel Program, and Buyer agrees to participate in this program exclusively. Buyer represents and warrants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other Supplier or Reseller Contract Fuel Program. Buyer agrees that into-wing services provided by Buyer to Seller's contract fuel customers will be at a fee lower than any other fee offered to other Resellers. Buyer agrees to process all Reseller transactions via Seller's Contract Fuel Program.

14. **NOTICES:** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

**SELLER:** EASTERN AVIATION FUELS, INC.  
Post Office Box 12327  
New Bern, North Carolina 28561

DEL 19 82

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
Perry, Florida 32347

**BUYER:** TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
201 E. Green Street  
Perry, Florida 32347

15. **MERGER:** There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

16. **LITIGATION:** This contract is to be governed by the laws of the State of Florida and any litigation as a result of this Contract shall be exclusive in Taylor County, Florida.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

EASTERN AVIATION FUELS, INC.

BY: \_\_\_\_\_  
Robert L. Stallings, IV., President

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

TAYLOR COUNTY BOARD OF  
COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
THOMAS DEMPS, Chairperson

ATTEST:

\_\_\_\_\_  
Gary Knowles, Clerk

STATE OF FLORIDA

COUNTY OF TAYLOR

## AVIATION FUELS CONTRACT

THIS AGREEMENT, entered into this 1<sup>st</sup> day of August, 2018, by and between EASTERN AVIATION FUELS, INC. of New Bern, North Carolina, hereinafter called "Seller" and TAYLOR COUNTY BOARD OF COMMISSIONERS hereinafter called "Buyer" as follows:

1. **AGREEMENT:** Seller agrees to sell and deliver, and Buyer agrees to purchase, receive and pay for from Seller, Buyer's entire requirements of aviation fuels for use or resale at the PERRY-FOLEY AIRPORT, PERRY, FLORIDA, at or near PERRY-FOLEY AIRPORT, PERRY, FLORIDA.

2. **TERM:** This contract shall remain in force for a period of THREE (3) years beginning on the 1st day of August, 2018 (with the option to renew for two additional years) and for successive periods of twelve months each thereafter, unless and until terminated by either party upon notice in writing given at least thirty days before the end of any such twelve-month period.

3. **DELIVERIES:** The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by EASTERN AVIATION FUELS, INC. and deliveries to Buyer hereunder shall be by tank truck at the place of business of Buyer at said Airport in approximately even quantities in such amounts and at such times during business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

4. **PRICING:** Buyer agrees to pay for the aviation fuels covered by this contract as follows:

JET A

Seller's posted dealer price\*

AVIATION GASOLINE 100LL

Seller's posted dealer price\*

\*As herein used, the words "Seller's posted dealer price" mean the price posted and displayed at the time of delivery, at Seller's office at location shown in paragraph 15 hereafter.

5. **TERMS:** Buyer agrees to pay cash at time of delivery for all such aviation fuels. If Seller shall extend credit to Buyer, Buyer agrees to pay for all such aviation fuels via check 30 days from delivery date. Seller reserves the right to withdraw these terms and demand certified cash payments on delivery without assigning any cause for such action. The failure or refusal of Buyer to comply with the requirements which the Seller may impose hereunder as to payment shall entitle the Seller to suspend delivery pending such failure or refusal or to terminate this agreement forthwith. The suspension or termination of this agreement because of the failure of Buyer to perform any of the agreements herein

contained shall not in any way prejudice Seller's other rights hereunder.

If Buyer's account with Eastern Aviation Fuels is in arrears, the Buyer hereby agrees that the Seller, at his discretion, may request credit card companies to reimburse Eastern Aviation Fuels with Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Eastern Aviation Fuels.

It is further agreed that the Seller, in lieu of reimbursing Buyer for credit card receipts, may apply the reimbursement to the outstanding balance on Buyer's account.

**6. TAXES, FEES, AND AIRPORT CHARGES:** Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

**7. FAILURE TO PERFORM:** If Seller's supplier should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels in Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

**8. CONDITIONS:** All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do.

**9. TRADEMARKS:** Seller grants to Buyer a nonexclusive, non-transferable right to use the "Shell Aviation" brand or licensed trademark in connection with the sale of Aviation Fuel at Buyer FBO. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of the Buyer FBO.

**10. HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:**

(a) **Product Handling** - Buyer shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) **Environmental Compliance** - Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

**11. INSURANCE TO BE MAINTAINED BY BUYER:** Buyer shall purchase and

maintain at Buyer's expense the following insurance coverage in order to be a branded Shell Aviation FBO:

(a) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations with minimum limits of five hundred thousand dollars (\$500,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(b) Name both Shell Aviation, d.b.a. Shell Oil Products Company U.S., LLC and Eastern Aviation Fuels, Inc., as additional insured parties with respect to liability arising from Buyers aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refuelling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided Buyer free of charge provided Buyer secures and maintains said underlying insurance.

In the event Buyer is able to secure said insurance, only with \$100,000 per-person sub-limits for bodily injury Buyer will be permitted to be a branded Shell Aviation FBO, but will not be eligible for the 50 million excess liability insurance program.

Buyer may elect not to participate in the Excess Aviation refueling Liability Insurance program, but will be required to maintain insurance meeting the above criteria to be a branded Shell Aviation FBO.

**12. CHARGE / CREDIT CARD PROGRAM :** Invoices from credit and charge card sales may be purchased by Seller from Buyer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Shell Merchant Terms and Operating Procedures Manual" published by Seller and furnished to Buyer from time-to-time. Upon failure by Buyer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Buyer any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at Seller's sole discretion, shall be deemed part of this Agreement. Buyer shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller or 3<sup>rd</sup> party software vendors designated and approved by Seller.

**13. CONTRACT FUEL PROGRAM :** Seller offers a comprehensive Contract Fuel Program, and Buyer agrees to participate in this program exclusively. Buyer represents and warrants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other Supplier or Reseller Contract Fuel Program. Buyer agrees that into-wing services provided by Buyer to Seller's contract fuel customers will be at a fee lower than any other fee offered to other Resellers. Buyer agrees to process all Reseller transactions via Seller's Contract Fuel Program.

~~14. NOTICES:~~ Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

**SELLER:** EASTERN AVIATION FUELS, INC.  
Post Office Box 12327  
New Bern, North Carolina 28561

**BUYER: TAYLOR COUNTY BOARD OF COMMISSIONERS**  
**201 E. GREEN STREET**  
**PERY, FLORIDA 32347**

**15. MERGER:** There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

**16. LITIGATION:** This contract is to be governed by the laws of the State of Florida and any litigation as a result of this Contract shall be exclusive in Taylor County, Florida.

This the 1<sup>st</sup> day of August, 2018.

**EASTERN AVIATION FUELS, INC.**

**By:**

Robert L. Stallings, IV, President

**WITNESS:**



**By:**

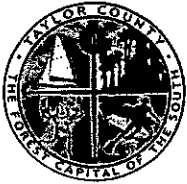
**Pam Feagle, Chairman**

ATTEST: Unnie Mae Murphy

**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 portion of a 30-foot alleyway located in Block 69 of the Steinhatchee Subdivision. Containing .10 acres or less.

**MEETING DATE REQUESTED:**

September 7, 2021

**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:** Daniel & Jane Feber

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Planning Department received a right of way abandonment application from Daniel & Jane Feber on July 29, 2021 to request abandonment of a portion of a 30-foot alleyway in Block 69 of the Steinhatchee Subdivision. A notice for the required public hearing was ran in the newspaper on August 20<sup>th</sup> and notice was sent to all property owners within 500 feet from the subject areas as required by the Land Development Code.

Staff respectfully requests that the board hold the public hearing and consider adoption of the resolution to close portions of the right-of-ways.

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

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

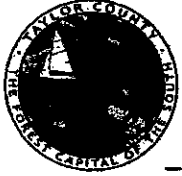
JAIME ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

### RIGHT OF WAY ABANDONMENT PETITION

FEE: \$250.00 DATE: 7/29/2009 RECEIPT #: 2252

ROAD NAME: alley on block 69

PHYSICAL LOCATION: \_\_\_\_\_

APPLICANT: Daniel A. and Jane Feber

ADDRESS: 8 6th Street Sternhatchee, 32359

PHONE #: 904-945-2660

#### ADJOINING PROPERTY OWNER(S)

NAME: Daniel A. Feber SIGNATURE: \_\_\_\_\_

ADDRESS: 8 6th St NE (PO 314) PHONE: 904-945-2660

NAME: Jane B. Feber SIGNATURE: \_\_\_\_\_

ADDRESS: 8 6th St. NE (PO 314) PHONE: 904-891-2531

NAME: James Earn SIGNATURE: James Earn

ADDRESS: 4 Sixth St NE PHONE: 478 954 3732

NAME: Kathy Earn SIGNATURE: Kathy Earn

ADDRESS: 4 Sixth St NE PHONE: 478 954 3731

#### 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: *Daniel Feber*

#### 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: Daniel Feber  
Print Name

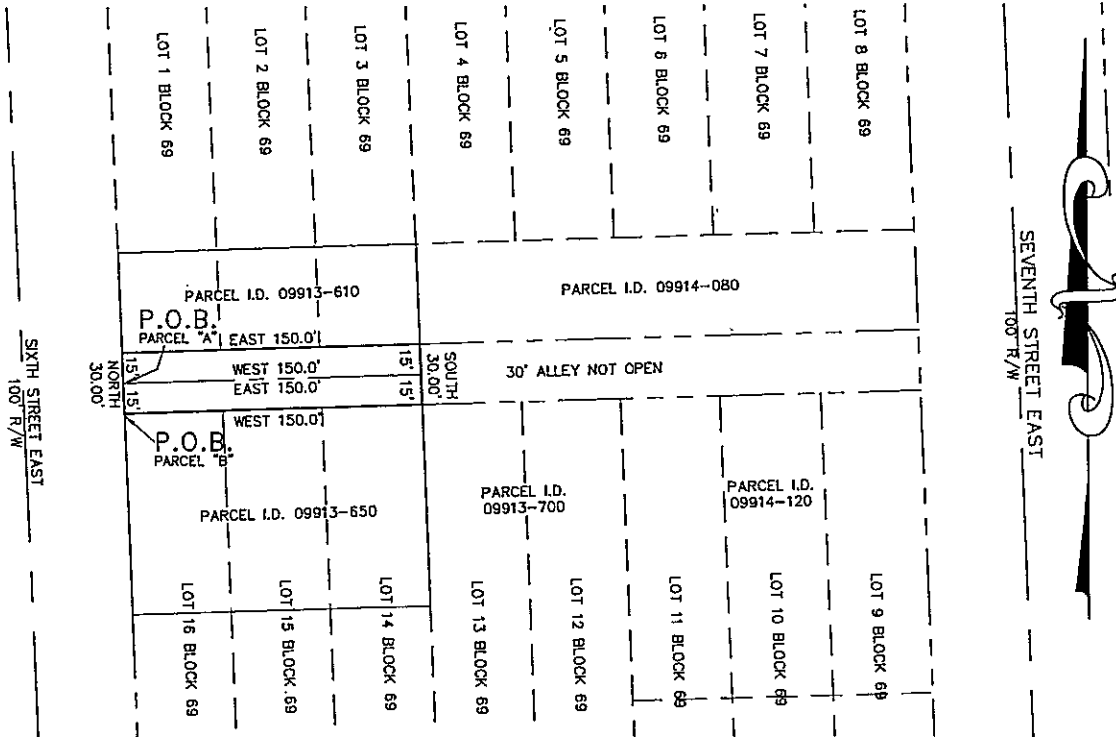
SIGNATURE: *Daniel Feber*

# Sketch of Description

Lying in Section 25,  
Township 09 South, Range 09 East,  
Taylor County, Florida

## LEGEND:

IDENT. = IDENTIFICATION  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
LB = LICENSED BUSINESS  
PSM = PROFESSIONAL SURVEYOR  
& MAPPER



## SURVEYORS NOTES:

- Bearings hereon are based on east right of way of Sixth Street, East, assumed North.
- If no difference is shown, the deed/plat call bearings and distances are the same as measured.
- There may be other restrictions of record not shown on this plat that may be found in the Public Records of Taylor County, Florida.
- The hereon signed surveyor has not been provided a current title opinion or abstract of matter affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.
- Underground Improvements, utilities, interior fences and other improvements were not located except as shown.
- Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper this map/report is for informational purposes only and is not valid. This drawing or map is not intended or represented to be suitable for reuse by the client or others on extension of the project or on any other project. Any reuse without written verification for the specific purpose intended will be at the user's sole risk and without liability or legal exposure to Delta Professional Land Services, LLC.
- This survey is based on a closed and balanced traverse in which the closure meets or exceeds the criteria as outlined in Florida Administrative Code section 5J-17.
- This drawing is intended to be printed at a scale of 1 inch = 60 feet on 11 inch by 17 inch paper.
- Fence locations shown hereon (if any) are located at the corners or ends only unless otherwise specified. Fencing may meander along property lines.
- THIS IS NOT A BOUNDARY SURVEY

## DESCRIPTION: Alley to be closed

That part of the alley in Block 69 of the STEINHATCHEE SUBDIVISION, as per map or plat thereof recorded in the Office of the Clerk of the Circuit Court in Plat Book 1, Pages 26 and 27 and more particularly described as follows: Begin at the Northwest corner of Lot 16, Block 69 of the STEINHATCHEE SUBDIVISION, as per map or plat thereof recorded in the Office of the Clerk of the Circuit Court in Plat Book 1, Pages 26 and 27 and run North along the east right of way line of Sixth Street East, 30.0 feet to the Southwest corner of Lot 1 of Block 69; thence run East along the northerly right of way of a 30 foot alley, 150 feet to the Southeast corner of Lot 3, Block 69; thence run South, 30.0 feet to the Northeast corner of Lot 14, Block 69; thence run West along the south right of way of said alley, 150 feet to the Point of Beginning. Containing 0.10 acre, more or less.

## DESCRIPTION: PARCEL "A" (Daniel Feber)

That part of the alley in Block 69 of the STEINHATCHEE SUBDIVISION, as per map or plat thereof recorded in the Office of the Clerk of the Circuit Court in Plat Book 1, Pages 26 and 27 and more particularly described as follows: Commence at the Northwest corner of Lot 16, Block 69 of the STEINHATCHEE SUBDIVISION, as per map or plat thereof recorded in the Office of the Clerk of the Circuit Court in Plat Book 1, Pages 26 and 27 and run North along the east right of way line of Sixth Street East, 15 feet to the POINT OF BEGINNING; thence from said Point of Beginning continue along said right of way line 15 feet to the Southwest corner of Lot 1 of Block 69; thence run East along the northerly right of way of a 30 foot alley, 150 feet to the Southeast corner of Lot 3, Block 69; thence run South, 15 feet to a point on the centerline of said alley; thence run West along the said centerline of said alley, 150 feet to the Point of Beginning. Containing 0.05 acre, more or less.

## DESCRIPTION: PARCEL "B" (James Earn)

That part of the alley in Block 69 of the STEINHATCHEE SUBDIVISION, as per map or plat thereof recorded in the Office of the Clerk of the Circuit Court in Plat Book 1, Pages 26 and 27 and more particularly described as follows: Begin at the Northwest corner of Lot 16, Block 69 of the STEINHATCHEE SUBDIVISION, as per map or plat thereof recorded in the Office of the Clerk of the Circuit Court in Plat Book 1, Pages 26 and 27 and run North along the east right of way line of Sixth Street East, 15 feet to a point on the centerline of a 30 foot alley; thence run East along said centerline of a 30 foot alley, 150 feet; thence run South, 15 feet to the Northeast corner of Lot 14, Block 69; thence run West along the south right of way of said alley, 150 feet to the Point of Beginning. Containing 0.05 acre, more or less.

## CERTIFICATION:

I hereby certify that in my opinion this is a true representation of the property shown hereon. I further certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, Pursuant to Section 472.027 Florida Statutes.

Lawrence D. Rowell P.S.M.  
Professional Surveyor and Mapper  
F.R.C. #3225 - L.B. #7739

DATE:

Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper

CERTIFICATE OF AUTHORIZATION NUMBER LB 7739



**DELTA**  
PROFESSIONAL LAND  
SERVICES, LLC.

4510 MAY POP ROAD GREENVILLE, FL 32331  
NORTH FLORIDA SOUTH GEORGIA  
PHONE (850)584-2849 ldrdelta@fairpoint.net

## CERTIFICATIONS:

DANIEL FEBER  
JAMES EARN

SCALE: 1" = 60'

JOB No: 21-194-44

DWG. No: 07212021

DRAWN BY: LDR

CHECKED BY: WC

SURVEY DATE: N/A

FIELD BOOK: N/A

PAGE: N/A





FIRST AVENUE

1ST AVE NE

SIXTH ST

6TH ST NE

7TH ST

7TH ST SE

ROAD CLOSING  
LOCATION

SE

98

9

9

Daniel and Jane Feber  
8 6<sup>th</sup> Street NE (PO BOX 314)  
Steinhatchee, FL 32359

**REASON IN SUPPORT OF THIS REQUEST**

Access to others through our yard is not necessary. The property owners on the street behind us will have full access to their property without this easement. Furthermore, the property behind us is low land. At present we use this as easement as our driveway.

### 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: Daniel<sup>A.</sup> and Jane<sup>B.</sup> Felber Relationship husband & wife

ADJOINING PROPERTY OWNER: James<sup>E.</sup> & Kathy Earn Relationship husband & wife

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

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



## 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 7<sup>th</sup> day of September, A.D. 2021, 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: Alley to be closed

That part of the alley in Block 69 of the STEINHATCHEE SUBDIVISION, as per map or plat thereof recorded in the Office of the Clerk of the Circuit Court in Plat Book 1, Pages 26 and 27 and more particularly described as follows:

Begin at the Northwest corner of Lot 16, Block 69 of the STEINHATCHEE SUBDIVISION, as per map or plat thereof recorded in the Office of the Clerk of the Circuit Court in Plat Book 1, Pages 26 and 27 and run North along the east right of way line of Sixth Street East, 30.0 feet to the Southwest corner of Lot 1 of Block 69; thence



run East along the northerly right of way of a 30 foot alley, 150 feet to the Southeast corner of Lot 3, Block 69; thence run South, 30.0 feet to the Northeast corner of Lot 14, Block 69; thence run West along the south right of way of said alley, 150 feet to the Point of Beginning. Containing 0.10 acre, more or less.

DULY ADOPTED in regular session, this 7<sup>th</sup> day of September, A.D., 2021.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

(Seal)

By: \_\_\_\_\_  
Thomas Demps, Chairperson

ATTEST:

\_\_\_\_\_  
Gary Knowles, Clerk

## **NOTICE**

NOTICE is hereby given that the Board of County Commissioners, Taylor County, Florida, did at their regular meeting held on Tuesday, the 7<sup>th</sup> day of September, 2021, after due and proper Notice of Public Hearing, close and abandon the certain portions of or parts of the streets, alleys, or roads, located in Taylor County Florida, on behalf of Daniel and Jane Feber, whose Post Office address is 8 Sixth St. NE, Steinhatchee, Florida 32359, as evidenced by the below Resolution in compliance with Chapter 336.10 Florida Statutes:

## **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 7<sup>th</sup> day of September, A.D. 2021, 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: Alley to be closed

That part of the alley in Block 69 of the STEINHATCHEE SUBDIVISION, as per map or plat thereof recorded in the Office of the Clerk of the Circuit Court in Plat Book 1, Pages 26 and 27 and more particularly described as follows:

Begin at the Northwest corner of Lot 16, Block 69 of the STEINHATCHEE SUBDIVISION, as per map or plat thereof recorded in the Office of the Clerk of the Circuit Court in Plat Book 1, Pages 26 and 27 and run North along the east right of way line of Sixth Street East, 30.0 feet to the Southwest corner of Lot 1 of Block 69; thence run East along the northerly right of way of a 30 foot alley, 150 feet to the Southeast corner of Lot 3, Block 69; thence run South, 30.0 feet to the Northeast corner of Lot 14, Block 69; thence run West along the south right of way of said alley, 150 feet to the Point of Beginning. Containing 0.10 acre, more or less.

DULY ADOPTED in regular session, this 7<sup>th</sup> day of September, A.D., 2021.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

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## Legal Notices for Aug. 20, 2021

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### 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 7th day of September, 2021, at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, 32347, hold a public hearing to 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 following described lots, blocks, pieces or parcels of land, lying and being in Taylor County, Florida, and described as follows:

#### DESCRIPTION: Alley to be closed

That part of the alley in Block 69 of the STEINHATCHEE SUBDIVISION, as per map or plat thereof recorded in the Office of the Clerk of the Circuit Court in Plat Book 1, Pages 26 and 27 and more particularly described as follows:

Begin at the Northwest corner of Lot 16, Block 69 of the STEINHATCHEE SUBDIVISION, as per map or plat thereof recorded in the Office of the Clerk of the Circuit Court in Plat Book 1, Pages 26 and 27 and run North along the east right of way line of Sixth Street East, 30.0 feet to the Southwest corner of Lot 1 of Block 69; thence run East along the northerly right of way of a 30 foot alley, 150 feet to the Southeast corner of Lot 3, Block 69; thence run South, 30.0 feet to the Northeast corner of Lot 14, Block 69; thence run West along the south right of way of said alley, 150 feet to the Point of Beginning. Containing 0.10 acre, more or less.


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 20th day of August, 2021

13

<b>SUBJECT/TITLE:</b> THE BOARD TO CONSIDER APPROVAL OF ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) COUNTYWIDE PROGRAM FOR FY2017.	
	
<b>MEETING DATE REQUESTED:</b>	9/07/2021

**Statement of Issue:** FY2017 FLORIDA DEPARTMENT OF LAW ENFORCEMENT EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) COUNTYWIDE PROGRAM FOR 7/01/2021 TO 09/30/2021.

**Recommended Action:** APPROVE

**Fiscal Impact:** \$15,000.00

**Budgeted Expense:** N/A

**Submitted By:** UNDERSHERIFF MARTY TOMPKINS

**Contact:** 850-843-0440

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** FY2017 LOCAL DIRECT BYRNE / JAG (JUSTICE ASSISTANCE GRANT) FUNDS ARE RESIDUAL FUNDS. APPLICATION WAS MADE AND AWARD TO RECEIVE THESE FUNDS TO HELP PURCHASE A PRE-FABRICATION STORAGE BUILDING TO AID IN EQUIPMENT AND SUPPLIES BE KEPT IN A TEMPERATURE CONTROLLED ENVIRONMENT.

**Options:** APPROVE / NOT APPROVE

**Attachments:** 1) ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE- NEEDING CHAIRPERSON SIGNATURE, AND  
2) APPLICATION FOR FUNDING ASSISTANCE DOCUMENT

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 1: Administration

### Subgrant Recipient

**Organization Name:** Taylor County Board of Commissioners  
**County:** Taylor

### Chief Official

**Name:** Thomas Demps  
**Title:** Chairperson  
**Address:** 201 East Green Street  
**City:** Perry  
**State:** FL **Zip:** 32347-2737  
**Phone:** 850-838-3500 **Ext:** 6  
**Fax:**  
**Email:** lpemberton@taylorcountygov.com

### Chief Financial Officer

**Name:** Gary Knowles  
**Title:** Clerk of Court  
**Address:** 108 North Jefferson Street  
**City:** Perry  
**State:** FL **Zip:** 32347-3231  
**Phone:** 850-838-3506 **Ext:** 113  
**Fax:**  
**Email:** gknowles@taylorclerk.com



# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 1: Administration

### Implementing Agency

**Organization Name:** Taylor County Sheriff's Office  
**County:** Taylor

### Chief Official

**Name:** Wayne Padgett  
**Title:** Sheriff  
**Address:** 108 North Jefferson Street  
Suite 103  
**City:** Perry  
**State:** FL **Zip:** 32347-3252  
**Phone:** 850-584-4225 **Ext:**  
**Fax:**  
**Email:** wpadgett@tcsolf.org

### Project Director

**Name:** Gregory Melvin  
**Title:** Sergeant  
**Address:** 108 N Jefferson Street  
#103  
**City:** Perry  
**State:** FL **Zip:** 32347-3231  
**Phone:** 850-584-4225 **Ext:**  
**Fax:**  
**Email:** greg.melvin@taylorsheriff.org

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Project Overview

### General Project Information

**Project Title:** FY2017 JAGC RESIDUAL GRANT  
**Subgrant Recipient:** Taylor County Board of Commissioners  
**Implementing Agency:** Taylor County Sheriff's Office  
**Project Start Date:** 7/1/2021 **End Date:** 9/30/2021

### Problem Identification

Taylor County is a rural community and has been fortunate through previous grant funding to acquire supplies for emergencies, disasters, and public safety response materials, which include but are not limited to water, MRE's, tarps, and most importantly personal safety equipment dedicated to the COVID-19 virus. These items are kept in different outdoor storage locations for an extend period of time, and then brought into the main Sheriff's Office building when we need a temporary holding place to stage and deploy/redeploy these items during hurricanes, coronavirus, or other emergencies.

The Sheriff's Office does not have an adequate temperature-controlled storage building, which has resulted in some of our supplies degrading from the heat to the point where yellow protective gowns have discolored and the elastic on respirator masks have dry-rotted. In addition to safeguarding these materials to assure they maintain their full usefulness and life expectancy; our deputies and command staff need to regain the use of our interior space to maintain effective operations.

Currently the budget for Taylor County will not make allowances for the Sheriff's Office to purchase a temperature regulated prefabricated storage building and shelving. Grant funding will significantly improve the life of the supplies we purchase, and will allow the staff to regain the use of the interior space of our office.

### Project Summary (Scope of Work)

The Taylor County Sheriff's Office will use grant funds to purchase a prefabricated storage building, as well as air condition units, insulation, locks, shelving units, and storage containers. This request will provide a dedicated space that is more appropriate and accessible for our deputies. Also, it will allow us to move all of our critical supplies to one location. Removing these supplies from the main building will not only improve the safety in our main office, but will improve the safety of the deputies and the citizens who depend on these critical supplies for life saving measures. Due to the nature of the equipment and supplies that will be stored in this building, grant funds will be used to purchase locks for the doors.

The portable building comes pre-assembled, so no grant funds will be used for construction. This building will be placed on a pre-existing concrete slab that Taylor County Sheriff's office has.

#### Anticipated Timeline:

July 2021 : Purchase items

August 2021: Receive all items and set-up prefabricated storage building.

September 2021: Begin utilizing the storage building.

## **Application for Funding Assistance**

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

Taylor County will use grant funds to purchase a prefabricated storage building, air condition units, insulation, locks, shelving, and storage containers. Deliverables will be completed in accordance with the contractual agreements between the subrecipient and their local vendor/providers.

Documentation of deliverables performed by the subrecipient and their local vendor/providers must be maintained by the subrecipient and made available for monitoring. Example documentation includes, but is not limited to: procurement records (including quotes, solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, etc.

Documentation and minimum performance required for drawdown of funds includes the completion of at least one activity described in the scope of work above as attested on the financial expenditure/claim report.

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Project Overview

### Section Questions:

- Question: What percentage of the total cost of this project is being funded by sources other than this award?  
Answer: 0
- Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)  
Answer: Taylor County
- Question: What is the address of the location being used to provide services for this project?  
Answer: 2762 Pisgah Road Perry, FL 32347
- Question: Describe your agency. (e.g., non-profit, community based, government)  
Answer: government
- Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?  
Answer: Yes
- Question: What is the Operating Capital Outlay threshold used by the subgrantee?  
If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.  
Answer: \$1000
- Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?  
Answer: No
- Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?  
Answer: No
- Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?  
Answer: No
- Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.  
Answer: No
- Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?  
Answer: 22570

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

### General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions

### Objectives and Measures

**Objective:** General Questions - General Questions for All Recipients

**Measure:** General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

**Goal:** Yes

**Measure:** General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

**Goal:** No

**Measure:** General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

**Goal:** No

**Measure:** General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

**Goal:** No

**Measure:** General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

**Goal:** No

**Measure:** General 06

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: Our agency will be using NAIDS, ROCIC, LP POLICE

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: None of these

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Conducting social media via Facebook and agency website. Facebook in daily updates, website monthly. We will also be attending community meetings on a monthly basis.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.



# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

Goal: Our agency hosts a teen driving program every summer. We are also active in K-12 school programs.

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: To purchase a dedicated space that is more appropriate and accessible for our deputies and that would allow us to move all of our critical supplies to one location. The space will assure that all of our supplies maintains their full usefulness and life expectancy.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: No

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: Purchase and set up the prefabricated storage building and items to begin to utilize the space for our critical supplies.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

### Objectives and Measures

Objective: Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 1

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

# **Application for Funding Assistance**

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## **Section 3: Performance**

Goal: Yes

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Financial

### General Financial Info:

**Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.**

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000879

### Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$5,010.00	\$0.00	\$5,010.00
Operating Capital Outlay	\$9,990.00	\$0.00	\$9,990.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$15,000.00	\$0.00	\$15,000.00
Percentage	100.0	0.0	100.0

### Project Generated Income:

Will the project earn project generated income (PGI)? No

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Financial (cont.)

### Budget Narrative:

OCO: \$9,990.00

Prefabricated Storage Building - 1 @ \$9,990.00  
Includes: delivery, set up, and tie-down costs

Expenses: \$5,010.00

Insulation Board - 30 @ \$43.00ea. = \$1290.00  
Insulation Rolls - 2 @ \$130.00ea. = \$260.00

Lock for door - 1 @ \$150.00ea. = \$150.00  
Lock for door - 1 @ \$30.00ea. = \$30.00

Air Conditioner - 2 @ \$560.00ea. = \$1120.00

Shelving - 18 @ \$85.00ea. = \$1530.00

Storage Containers - 36 @ \$ 17.50 = \$630.00

Total: \$15,000.00

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

# **Application for Funding Assistance**

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## **Section 4: Financial**

### Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: competitive bid

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

# **Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

## **SUBAWARD STANDARD CONDITIONS**

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The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

Upon approval of the application, or subaward, the following terms and conditions will become binding. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.



**All subrecipients must comply with the financial and administrative requirements set forth in the following:**

**Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide**

**[https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)**

**Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)**

**Subpart A, Definitions**

**Subparts B-D, Administrative Requirements**

**Subpart E, Cost Principles**

**Subpart F, Audit Requirements and all applicable Appendices**

**Code of Federal Regulations: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)**

**28 C.F.R. §175.15(b), Award Term for Trafficking in Persons**

**28 C.F.R. §38, Equal Treatment for Faith-Based Organizations**

**28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments**

**28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace**

**28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63**

**State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:**

**<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf> and**

**<http://dos.myflorida.com/media/698314/qs2-sl-2017-final.pdf>**

**State of Florida Statutes**

**Section 215.971, F.S., Agreements funded with federal or state assistance**

**Section 215.985, F.S., Transparency in government spending**



**Disallowed costs** means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

**Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

**Grant agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

**Improper payment** means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements and; Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

**Micro-purchase** means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation

at 48 CFR Subpart 2.1 (Definitions). It is \$3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

**Modified Total Direct Cost (MTDC)** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

**Non-Federal entity** is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Non-federal pass-through entity** is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

**Period of performance** means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

**Protected Personally Identifiable Information (PII)** means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

**Questioned cost** means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do

not reflect the actions a prudent person would take in the circumstances.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

**Subaward** is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Supplies** means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.



**1.0 Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

**2.0 Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and

the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

**3.0 Supplanting** - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

**4.0 Personnel Changes** - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

**5.0 Non-Procurement, Debarment and Suspension** - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

- offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- 6.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.
- Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.
- 7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.
- 8.0 Additional Restrictions on Lobbying** - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.
- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this

condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

**10.0 The Coastal Barrier Resources Act** - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

**11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

**12.0** Such background investigations shall be conducted at the expense of the *employing agency or employee*. **Privacy Certification** - The subrecipient must comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

**13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any

party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

**14.0 Insurance for Real Property and Equipment -**

The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

**15.0 Flood Disaster Protection Act -** The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

**16.0 Immigration and Nationality Act -** No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.



**1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

**2.0 Title VI of the Civil Rights Act of 1964 -** The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

**Equal Employment Opportunity Certification (EEOC) -** A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

**Equal Employment Opportunity Program (EEOC) -** A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

**3.0 Title IX of the Education Amendments of 1972**

If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

**4.0 Equal Treatment for Faith Based Organizations**

The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

**5.0 Americans with Disabilities Act -** Subrecipients

must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

**6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) -** Subrecipients must

comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

**7.0 Age Discrimination Act of 1975 -** Subrecipients

must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

**8.0 Limited English Proficiency (LEP) -** In

accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit [www.lep.gov](http://www.lep.gov).

**9.0 Finding of Discrimination -** In the event a

federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the

finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

- 10.0 Filing a Complaint** - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at [info@fdle.state.fl.us](mailto:info@fdle.state.fl.us). Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

- 12.0 Non-discrimination Contract Requirements** - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

- 13.0 Pass-through Requirements** - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

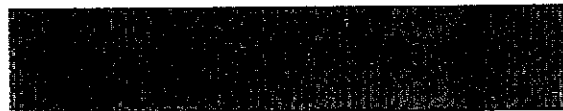


- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management

systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."



- 1.0 Obligation of Subrecipient Funds** - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period of performance.

- 2.0 Use of Funds** - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

- 3.0 Advance Funding** - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

#### **4.0 Performance and Reporting**

**Reporting Time Frames** - The Project Director,

Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

**Failure to Submit** - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

**Report Contents** - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

**Requirement for Data on Performance and Effectiveness Under the Award** - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

**Financial Consequences for Failure to Perform** - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or

services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

**5.0 Grant Adjustments** - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted in SIMON no later than ninety (90) days prior to grant expiration date.

## **6.0 Financial Expenditures and Reporting**

**Reporting Requirements** - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

**Submission** - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

- 7.0 Project Generated Income (PGI)** - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

**Required Reports** - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

**PGI Expenditure** - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

**Submission** - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

- 8.0 Subrecipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about

such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 3.0 Property Management** - The subrecipient shall establish and administer a system to protect,



preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

**Property Use** - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 200.313, F.S., Equipment.

**4.0 Subaward Closeout** - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

**5.0 High Risk Subrecipients** - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**6.0 Imposition of Additional Requirements** - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

**7.0 Retention of Records** - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:  
<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf>.

**8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

**9.0 Failure to Address Audit Issues** - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

**10.0 Single Annual Audit** - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter

10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.



- 1.0 Procurement Procedures** - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price

is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also Chief Financial Officer Memorandum No. 02 (2012-2013).

- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. § 200.405(e), "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$150,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal

program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

**Documentation** - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 Contractual Services** - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

**Requirements for Contractors of Subrecipients** - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide ([https://oip.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://oip.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

**Approval of Consultant Contracts** Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per

eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

**FFATA Reporting Requirements** - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://oip.gov/funding/Explore/FFATA.htm>

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

- 11.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at [www.oip.gov/funding/ojptrainingguidingprinciples.htm](http://www.oip.gov/funding/ojptrainingguidingprinciples.htm).

- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate

to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

**Publication or Printing of Materials** - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any curricula, training materials, or any other written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

- 1) "This project was supported by Grant No. 2017-MU-BX-0187 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website that funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

**Patents** - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (27 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

### 13.0 Information Technology Projects

**Criminal Intelligence Systems** - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

**State IT Point of Contact** - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

**Interstate Connectivity** - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for

law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**ADP Justification** - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

#### **14.0 Interoperable Communications Guidance -**

Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at

[www.safecomprogram.gov/library/lists/library/DispoForm.aspx?ID=334](http://www.safecomprogram.gov/library/lists/library/DispoForm.aspx?ID=334).

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant

award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

**15.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at [www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**1.0** In regards to the program or activity funded under this subaward and throughout the period of performance for this award, no state or local government entity, agency or official may prohibit or in any way restrict:

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

**2.0** A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of compliance with 8 U.S.C. 1373, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 signed by the chief legal officer of the third tier subrecipient.

**3.0** Funding under this award cannot be subawarded to any subrecipient at any tier that is either a state or unit of local government or a public institution of higher education that is subject to any "information-communication restriction."

4.0 Subrecipients must notify FDLE (in writing) if it has credible evidence that indicates that a funded program or activity of a subrecipient at any tier that is either a state or local government or a public institution of higher education, may be subject to any "information-communication restriction."

5.0 For **STATE AGENCIES**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A state statute or a state rule, regulation, policy or practice must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A state statute, or a state rule, regulation, policy or practice must be in place that is designed to ensure that, when a state (or state contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

6.0 For units of **LOCAL GOVERNMENT**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that, when a local government (or local government contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

7.0 Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

8.0 Nothing in this condition shall be understood to authorize any subrecipient at any tier to violate any federal law, including any applicable civil rights or nondiscrimination law.

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)**

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 **National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 4.0 **Human Research Subjects** - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection

of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

## 5.0 Disclosures

**Conflict of Interest** - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

**Violations of Criminal Law** - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

- 6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

- 7.0 **Limitations on Government Employees Financed by Federal Assistance** - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

- 8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

- 9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and



other outreach to decrease crashes caused by distracted drivers.

- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If PREA program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/s1001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

- 11.0 Environmental Requirements and Energy** - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

- 12.0 Other Federal Funds** - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

- 13.0 Trafficking in Persons** - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in

persons are incorporated by reference and posted at [www.ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm](http://www.ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm).

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

**ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE**

Subrecipient: Taylor County Board of Commissioners

Subgrant Number: 2021-JAGC-TAYL-4-N2-213

Project Title: FY2017 JAGC RESIDUAL GRANT

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signatures of their duly authorized officers on the date, month, and year set out below.

Taylor County Board of Commissioners

Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Signature

Date

Printed Name and Title

Taylor County Sheriff's Office

Authorizing Official (Official, Administrator, or Designated Representative)

Signature

Date

Printed Name and Title

Florida Department of Law Enforcement  
Office of Criminal Justice Grants

Signature

Date

Cody Menacoff, Bureau Chief

Printed Name and Title

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

**SPECIAL CONDITIONS**

Subrecipient: Taylor County Board of Commissioners

Subgrant Number: 2021 JAGC-TAYL-4-N2-213

Project Title: FY2017 JAG RESIDUAL GRANT

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S48038: At the time of application approval, the Taylor County Board of Commissioners had not submitted a current EEO Plan to the Office of Criminal Justice Grants. The documents must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S48039: WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the Taylor County Board of Commissioners must submit a properly executed Certification Regarding Lobbying, Debarment, Suspension and Other Matters, and Drug Free Workplace to the Office of Criminal Justice Grants.

Ref# S48044: WITHHOLDING OF FUNDS: At the time of application approval, the Subrecipient had not submitted a current Subrecipient Management Questionnaire (SMQ). Prior to the drawdown of funds, the Subrecipient must provide a completed Subrecipient Management Questionnaire (SMQ).

Ref# S48047: The Taylor County Board of Commissioners' procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.317-327. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements, and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

14

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



**THE BOARD TO CONSIDER APPROVAL OF ACCEPTANCE OF  
THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE  
GRANT (JAG) COUNTYWIDE PROGRAM FOR FY2018.**

**MEETING DATE REQUESTED:**

**9/07/2021**

**Statement of Issue:**

**FY2018 FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE  
GRANT (JAG) COUNTYWIDE PROGRAM FOR 7/01/2021 TO  
06/30/2022.**

**Recommended Action: APPROVE**

**Fiscal Impact: \$46,790.00**

**Budgeted Expense: N/A**

**Submitted By: UNDERSHERIFF MARTY TOMPKINS**

**Contact: 850-843-0440**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: FY2018 LOCAL DIRECT BYRNE / JAG (JUSTICE  
ASSISTANCE GRANT) FUNDS ARE RESIDUAL FUNDS. APPLICATION WAS MADE  
AND AWARD TO RECEIVE THESE FUNDS TO HELP PURCHASE UNDERCOVER  
SURVEILLANCE EQUIPMENT.**

**Options: APPROVE / NOT APPROVE**

**Attachments: 1) ACCEPTASNCE OF FEDERAL FUNDING ASSISTANCE- NEEDING  
CHAIRPERSON SIGNATURE, AND  
2) APPLICATION FOR FUNDING ASSISTANCE DOCUMENT**

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 1: Administration

### Subgrant Recipient

**Organization Name:** Taylor County Board of Commissioners  
**County:** Taylor

### Chief Official

**Name:** Thomas Demps  
**Title:** Chairperson  
**Address:** 201 East Green Street  
**City:** Perry  
**State:** FL **Zip:** 32347-2737  
**Phone:** 850-838-3500 **Ext:** 6  
**Fax:**  
**Email:** lpemberton@taylorcountygov.com

### Chief Financial Officer

**Name:** Gary Knowles  
**Title:** Clerk of Court  
**Address:** 108 North Jefferson Street  
**City:** Perry  
**State:** FL **Zip:** 32347-3231  
**Phone:** 850-838-3506 **Ext:** 113  
**Fax:**  
**Email:** gknowles@taylorclerk.com

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 1: Administration

### Implementing Agency

**Organization Name:** Taylor County Sheriff's Office  
**County:** Taylor

### Chief Official

**Name:** Wayne Padgett  
**Title:** Sheriff  
**Address:** 108 North Jefferson Street  
Suite 103  
**City:** Perry  
**State:** FL **Zip:** 32347-3252  
**Phone:** 850-584-4225 **Ext:**  
**Fax:**  
**Email:** wpadgett@tcsofl.org

### Project Director

**Name:** Gregory Melvin  
**Title:** Sergeant  
**Address:** 108 N Jefferson Street  
#103  
**City:** Perry  
**State:** FL **Zip:** 32347-3231  
**Phone:** 850-584-4225 **Ext:**  
**Fax:**  
**Email:** greg.melvin@taylorsheriff.org

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 1: Administration

### Section Questions:

Question: Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE)?

Answer: No

Question: Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Answer: Yes

Question: If yes to either #1 or #2, describe each practice AND provide a copy of each law or policy to [criminaljustice@fdle.state.fl.us](mailto:criminaljustice@fdle.state.fl.us).

Answer: Senate Bill 168



# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Project Overview

### General Project Information

**Project Title:** FY2018 JAGC METH RESIDUAL  
**Subgrant Recipient:** Taylor County Board of Commissioners  
**Implementing Agency:** Taylor County Sheriff's Office  
**Project Start Date:** 7/1/2021 **End Date:** 6/30/2022

### Problem Identification

The manufacture and distribution of Methamphetamine (Meth) has been on the rise in Florida due to the surplus of Meth labs that are dispersed throughout the state, creating a statewide epidemic, with Taylor County being no exception. The mass production of the substance has adversely impacted the citizens of Taylor County and is ultimately jeopardizing public safety due to the increase of criminal activity that has stemmed from meth-related activity.

Combatting the illicit drug use and manufacturing of Meth is a priority to Taylor County. However, the Taylor County Sheriff's Office does not have access the equipment to assist with investigative operations. Unfortunately, without the requested funding, we're unable to reach our goal of reducing criminal activity, and improve public safety within the community.

Currently the budget for Taylor County does not have the funds to purchase the necessary items to assist the Taylor County Sheriff's Office. Grant funding will provide the assistance to purchase the items and assist the Taylor County Sheriff's Office with Meth Initiative Operations.

### Project Summary (Scope of Work)

Taylor County will use grant funds to address the production and distribution of Meth throughout the County.

#### Anticipated Timeline:

July - September 2021: Contacting vendors and retrieving quotes  
November 2021 - January 2022: Procuring and receiving items  
February - April 2022: Training and utilizing items

**Deliverable 1:** Grant funds will be used to purchase covert video equipment and accessories to assist in investigations. Documentation to be provided at monitoring will include: procurement documentation, purchase order, invoice, packing slip, inventory records and cancelled check or statements.

**Deliverable 2:** Grant funds will be used to purchase infrared night vision binoculars and goggles to assist in investigations. Documentation to be provided at monitoring will include: procurement documentation, purchase order, invoice, packing slip, inventory records and cancelled check or statements.

Documentation and minimum performance required for drawdown of funds includes the completion of at least one activity described in the Scope of Work above as attested on the financial expenditure/claim report.

## **Application for Funding Assistance**

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 2: Project Overview

### Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 0

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)

Answer: Taylor County

Question: What is the address of the location being used to provide services for this project?

Answer: 2762 Pisgah Road Perry, FL 32347

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: Government

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee?  
If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: \$1,000.00

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: No

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 22570

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

### General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions

### Objectives and Measures

**Objective:** General Questions - General Questions for All Recipients

**Measure:** General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

**Goal:** Yes

**Measure:** General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

**Goal:** No

**Measure:** General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

**Goal:** No

**Measure:** General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

**Goal:** No

**Measure:** General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

**Goal:** No

**Measure:** General 06

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: Our agency will be using NAIDS, ROCIC, LP POLICE

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: None of these

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Conducting social media via Facebook and agency website. Facebook in daily updates, website monthly. We will also be attending community meetings on a monthly basis

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

**Goal:** Our agency hosts a teen driving program every summer. We are also active in K-12 school programs

**Measure:** General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

**Goal:** Our goal is to eliminate the Methamphetamine production, distribution, and abuse within Taylor County.

**Measure:** General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

**Goal:** Yes

**Measure:** General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

**Goal:** None

**Measure:** General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

**Goal:** Yes

**Measure:** General 11b

What major activities are planned for each of your goals listed in question 11?

**Goal:** These items will be purchased, officers will be trained with devices for operational effectiveness and equipment will be installed and/or utilized according to the SOW listed in this grant.

**State Purpose Area:** 3E - Equipment, Supplies, and Technology Enhancements

### Objectives and Measures

**Objective:** Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

**Measure:** Equipment 1

Do the Subrecipient and Implementing agencies understand that they will

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

Goal: be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?  
Yes

**State Purpose Area:** R25 - Questions for recipients of an award \$25,000 or more.

### Objectives and Measures

**Objective:** LE General - Law enforcement questions for recipients of an award \$25,000 or more.

**Measure:** LE01

How many sworn personnel with general arrest powers does your agency have on staff?

**Goal:** 36

**Measure:** LE02

Of the sworn personnel, how many are JAG funded?

**Goal:** 0

**Measure:** LE03

How many non-sworn employees does your agency have on staff?

**Goal:** 24

**Measure:** LE04

Of the non-sworn personnel, how many are JAG funded?

**Goal:** 0

**Measure:** LE05

Does your agency utilize a strategic management accountability system to gather and disseminate information within the agency (e.g., CompStat, stratified policing)? Strategic management accountability systems typically include a focus on the use of relevant and timely data, the production of reports detailing problems and actions taken to solve them, and regular meetings with management to discuss strategies.

**Goal:** No

**Measure:** LE06

Does your agency use any of the following deconfliction tools? Choose all that apply from the following list: RISSafe, SAFETNet, Case Explorer, None of the above, unsure/don't know.

**Goal:** unsure/don't know



# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

**Objective:** LE Tracking - Tracking questions for Law Enforcement recipients of an award \$25,000 or more.

**Measure:** LE26

Approximately how many criminal groups will be disrupted under your program during the grant period? Disrupted means impeding the normal and effective operation of the group, as indicated by changes in leadership or methods of operation. If you will operate more than one program, answer for each separately.

**Goal:** None

**Measure:** LE27

How many criminal groups will be dismantled under your program during the grant period? Dismantled means destroying the organization's leadership, financial base, or supply network so that the organization is incapable of operating. If you will operate more than one program, answer for each separately.

**Goal:** None

**Measure:** LE28

Approximately how many firearms will your program or task force seize during the grant period? If you will operate more than one program, answer for each separately.

**Goal:** None

**Measure:** LE29

Approximately how many firearms will your program or task force enter into the National Integrated Ballistic Information Network (NIBIN) during the reporting period? If you will operate more than one program during the reporting period, answer separately for each.

**Goal:** None

**Measure:** LE30

Approximately how many firearms will your program or task force trace through the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) during the reporting period? If you will operate more than one program during the reporting period, answer separately for each.

**Goal:** None

**Measure:** LE31

Regardless of JAG funding, how many total asset forfeiture cases will your program or task force file during this grant period?

**Goal:** None

**Measure:** LE32

Regardless of JAG funding, which of the following items will your program or task force seize during the grant period as part of a state or federal

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 3: Performance

asset forfeiture case? Choose all that apply from the following list: Drugs, currency, firearms, other physical property, none of the above.

Goal: None

Measure: LE33

Are you aware that you will be required to complete the law enforcement questionnaire and submit it to your grant manager alongside each performance report.

Goal: Yes

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Financial

### General Financial Info:

**Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.**

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000879

### Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$46,790.00	\$0.00	\$46,790.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$46,790.00	\$0.00	\$46,790.00
Percentage	100.0	0.0	100.0

### Project Generated Income:

Will the project earn project generated income (PGI)? No

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Financial (cont.)

### Budget Narrative:

#### Operating Capital Outlay:

Covert Video Equipment - 2 @ \$1,650ea. = \$3,300  
Covert Video Equipment - 2 @ \$1,450ea. = \$2,900  
Covert Video Equipment - 1 @ \$17,590ea. = \$17,590  
Infrared Night Vision Binoculars - 5 @ \$1,000ea. = \$5,000  
Infrared Night Vision Goggles - 4 @ \$4,500ea. = \$18,000

Total: \$46,790

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Grant funds may be used to pay for any applicable shipping, freight, and/or installation

Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section 4: Financial

### Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: competitive bid

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

# Edward Byrne Memorial Justice Assistance Grant (JAG) Program

## SUBAWARD STANDARD CONDITIONS

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The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

Upon approval of the application, or subaward, the following terms and conditions will become binding. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

**All subrecipients must comply with the financial and administrative requirements set forth in the following:**

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

[https://oigp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://oigp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf> and

<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

**Disallowed costs** means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

**Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

**Grant agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

**Improper payment** means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements and; Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

**Micro-purchase** means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1

(Definitions). It is \$3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

**Modified Total Direct Cost (MTDC)** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

**Non-Federal entity** is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Non-federal pass-through entity** is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

**Period of performance** means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(v)).

**Protected Personally Identifiable Information (PII)** means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

**Questioned cost** means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

**Subaward** is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Supplies** means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.



**1.0 Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

**2.0 Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

**3.0 Supplanting** - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

**4.0 Personnel Changes** - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

**5.0 Non-Procurement, Debarment and Suspension** - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state,



or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

**6.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

**7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

**8.0 Additional Restrictions on Lobbying** - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

**9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services,

amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

**10.0 The Coastal Barrier Resources Act** - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

**11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee*.

**12.0 Privacy Certification** - The subrecipient must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

**13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the

project site to monitor, inspect and assess work performed under this agreement.

**14.0 Insurance for Real Property and Equipment -**

The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

**15.0 Flood Disaster Protection Act -**

The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

**16.0 Immigration and Nationality Act -**

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

**1.0 Participant Notification of Non-discrimination**

FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

**2.0 Title VI of the Civil Rights Act of 1964 -**

The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

**Equal Employment Opportunity Certification (EEOC)** - A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

**Equal Employment Opportunity Program (EEOB)** - A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

**3.0 Title IX of the Education Amendments of 1972**

If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

**4.0 Equal Treatment for Faith Based Organizations**

The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

**5.0 Americans with Disabilities Act -**

Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

**6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) -**

Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

**7.0 Age Discrimination Act of 1975 -**

Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

**8.0 Limited English Proficiency (LEP) -**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit [www.lep.gov](http://www.lep.gov).

**9.0 Finding of Discrimination -**

In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

**10.0 Filing a Complaint -**

If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they

may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at [info@fdle.state.fl.us](mailto:info@fdle.state.fl.us). Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

**11.0 Retaliation** - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

**12.0 Non-discrimination Contract Requirements** - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

**13.0 Pass-through Requirements** - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.



**1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest

bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

**2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."



**1.0 Obligation of Subrecipient Funds** - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

**2.0 Use of Funds** - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

**3.0 Advance Funding** - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

#### **4.0 Performance and Reporting**

**Reporting Time Frames** - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

**Failure to Submit** - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

**Report Contents** - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

**Requirement for Data on Performance and Effectiveness Under the Award** - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

**Financial Consequences for Failure to Perform** - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

**5.0 Grant Adjustments** - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation

schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

## **6.0 Financial Expenditures and Reporting**

**Reporting Requirements** - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

**Submission** - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

- 7.0 Project Generated Income (PGI)** - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

**Required Reports** - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

**PGI Expenditure** - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made.

**Submission** - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

**Unexpended PGI** - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 8.0 Subrecipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 3.0 Property Management** - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as

the subrecipient retains the property, notwithstanding expiration of this agreement.

**Property Use** - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 200.313, F.S., Equipment.

**4.0 Subaward Closeout** - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

**5.0 High Risk Subrecipients** - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**6.0 Imposition of Additional Requirements** - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

**7.0 Retention of Records** - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized

persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <https://dos.myflorida.com/media/693576/g1-sl-2017-final.pdf>.

**8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

**9.0 Failure to Address Audit Issues** - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

**10.0 Single Annual Audit** - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit

Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.



- 1.0 Procurement Procedures** - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See

also Chief Financial Officer Memorandum No. 02 (2012-2013).

- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. § 200.405(e), "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$150,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

**Documentation** - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable

assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 Contractual Services** - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

**Requirements for Contractors of Subrecipients** - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide ([https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

**Approval of Consultant Contracts** Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not

constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

**FFATA Reporting Requirements** - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

- 11.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at [www.ojp.gov/funding/ojptrainingguidingprinciples.htm](http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm).

- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

**Publication or Printing of Materials** - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).



Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

*"This project was supported by Award No. 2018-MU-BX-0292 awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

**Patents** - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (27 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

### 13.0 Information Technology Projects

**Criminal Intelligence Systems** - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs

determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

**State IT Point of Contact** - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

**Interstate Connectivity** - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**ADP Justification** - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be

submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

#### **14.0 Interoperable Communications Guidance -**

Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at

<https://www.dhs.gov/publication/funding-documents>.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

**15.0 Global Standards Package -** In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that

protects shared information, or provide detailed justification for why an alternative approach is recommended.

**16.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective August 13, 2020)** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, subrecipients are prohibited from obligating or expending grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

**1.0 Environmental Protection Agency's (EPA) list of Violating Facilities -** The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

#### **2.0 National Environmental Policy Act (NEPA)**

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 **National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 4.0 **Human Research Subjects** - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment

of Institutional Review Board approval, if appropriate, and subject informed consent.

## 5.0 Disclosures

**Conflict of Interest** - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

**Violations of Criminal Law** - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

- 6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

- 7.0 **Limitations on Government Employees Financed by Federal Assistance** - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

- 8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

- 9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and

other outreach to decrease crashes caused by distracted drivers.

prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If PREA program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/s1001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

- 11.0 Environmental Requirements and Energy** - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

- 12.0 Other Federal Funds** - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

- 13.0 Trafficking in Persons** - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

**ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE**

Subrecipient: Taylor County Board of Commissioners

Subgrant Number: 2021-JAGC-TAYL-5-Y5-187

Project Title: FY2018 JAGC METH RESIDUAL

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

Taylor County Board of Commissioners

Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Signature

Date

Printed Name and Title

Taylor County Sheriff's Office

Authorizing Official (Official, Administrator, or Designated Representative)

Signature

Date

Printed Name and Title

Florida Department of Law Enforcement  
Office of Criminal Justice Grants

Signature

Date

Cody Menacof, Bureau Chief

Printed Name and Title

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

**SPECIAL CONDITIONS**

Subrecipient: Taylor County Board of Commissioners

Subgrant Number: 2021-JAGC-TAYL-5-Y5-187

Project Title: FY2018 JAGC METH RESIDUAL

Pass-through Entity: Florida Department of Law Enforcement

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In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S48017: WITHHOLDING OF FUNDS: Prior to the obligation and drawdown of funds for telecommunications and/or video surveillance services or equipment, the Subrecipient must submit a properly executed Telecommunications and Video Surveillance Services or Equipment Certification to the Office of Criminal Justice Grants.

Ref# S48018: WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the subrecipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.

Ref# S48024: At the time of application approval, the Taylor County Board of Commissioners had not submitted a current EEO Plan to the Office of Criminal Justice Grants. The documents must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S48025: WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the Taylor County Board of Commissioners must submit a properly executed Certification Regarding Lobbying; Debarment, Suspension and Other Matters; and Drug Free Workplace to the Office of Criminal Justice Grants.

Ref# S48026: WITHHOLDING OF FUNDS: At the time of application approval, the Subrecipient had not submitted a current Subrecipient Management Questionnaire (SMQ). Prior to the drawdown of funds, the Subrecipient must provide a completed Subrecipient Management Questionnaire (SMQ).

Ref# S48027: The Taylor County Board of Commissioners' procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.317-327. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements, and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



**MEETING DATE REQUESTED:**

**9-7-2021**

**Statement of Issue:**

**Recommended Action:** Consideration and Approval of Taylor County Board Member for years 2021-2023

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** Laura Valentine

**Contact:** Mark Reblin/presented by Mark Reblin

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** BBWA Board Member Appointment 2021-2023

**Options:**

**Attachments:**

Name	Year Seated	Year Out	Term	County	Role
Howard Hart	2021	2023	2	Dixie	Chairman
Wendell McKinnon	2020	2022	2	Taylor	Vice Chairman
Margaret Corbin		2021	2	Dixie	Secretary/Treasurer
Stan Ridgeway	2019	2021	2	Taylor	
Michael Newman				Taylor	Taylor County Commissioner
W.C. Mills				Dixie	Dixie County Commissioner
Melvin Corbin III	2020	2021	1	Dixie	Floater



## **BIG BEND WATER AUTHORITY**

**BBWA is accepting applications for (1) two year term board member in Steinhatchee, FL, (Taylor County service area).**

**Applicant must reside/homestead in the BBWA-Taylor County service area.**  
*This is a non-paying position.*

**Applications can be obtained at BBWA Office. Anyone interested please call Mark Reblin, BBWA General Manager, at 352-498-3576.**

**All applications must be completed and delivered to the Taylor County Administrator's Office, Lawanda Pemberton, 201 E Green St, Perry, FL, 32347. Applications must be received no later than August 31, 2021, at the close of the business day (5:00 p.m.).**

# BIG BEND WATER AUTHORITY BOARD OF DIRECTORS APPLICATION

NAME: Stanley L. Ridgeway

MAILING ADDRESS: # 901 Riverside Dr

CITY: Steinhatchee STATE: FLORIDA ZIP: 32359

HOME PHONE: 352-446-1513

Stan  
WORK PHONE: \_\_\_\_\_

EMAIL: jean.ridgeway16@gmail.com

EMPLOYER: retired / former business owner

JOB TITLE: \_\_\_\_\_

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 21

REGISTERED VOTER IN TAYLOR COUNTY: YES: ☒ NO: ☐

HOMESTEAD PROPERTY IN BBWA SERVICE AREA YES: ☒ NO: ☐

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

I have been associated with BBWA since it was formed. (The BBWA took over the old Steinhatchee Water Co.) In the beginning it was in very poor financial condition. Currently this financial condition is very good. With over one million dollars in operating capital.

In the last major sewer expansion, which removed over 100 septic tanks from the riverside and increased the sewer capacity from 15,000 gallons a day to 50,000 gal/day, I was the field inspector for this project.

cont →

Rec'd 8/17/2021 8:00 am Administrator

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

8-17-21

DATE



SIGNATURE

The engineering on a new sewer expansion project is virtually complete; actual work on this project to begin the first of the year. This project will increase the sewer <sup>plant</sup> capacity from 50 thousand gallons/day to <sup>150,000</sup> gal per day. Additionally, ~~100~~ another 100 septic tanks will be removed along the river.

Looking to the future, we are negotiating to buy additional acreage near the sewer plant, for additional expansion as new people move to our area.

I have enjoyed being a current (as well as previous) director on this board and would like to see the current expansion projects completed. Thank you for your consideration to allow me to continue as a Director for this board (BBWA).

17

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

SUBJECT/TITLE:



Request for proposals to build a fire apparatus

Meeting Date:

9/7/2021

**Statement of Issue:** Board approval is requested to advertise an RFP to build a new squad fire apparatus.

**Recommendation:** Board to consider approval of the draft RFP

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

**Submitted By:** Dan Cassel

**Contact:**

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The apparatus was included as a fire department capital expense for the upcoming budget year. The vehicle is a smaller fire apparatus that is commonly used for fires where a larger fire engine cannot access.

**Options:**

1. \_\_\_\_\_
2. \_\_\_\_\_

**Attachments:**

1. Draft RFP
2. \_\_\_\_\_



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

August 24, 2021

### REQUEST FOR PROPOSALS PURCHASE OF A QUICK RESPONSE SQUAD FIRE APPARATUS

The Taylor County Board of County Commissioners is soliciting sealed proposals from fire apparatus manufacturers to build a Quick Response Squad Fire Apparatus.

Qualified manufacturers desiring to provide proposed apparatus must submit five (5) packages in a sealed envelope or similar package markers **"Sealed Proposal for Taylor County Fire Apparatus"** to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry FL, to arrive no later than 4:00 P.M. local time, on 10/1/2021, local time. **All Proposals MUST have the respondents name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:00 p.m. local time, or some thereafter as practical on 10/4/2021, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, 32347.

Proposal information **MUST** be obtained on-line at the following website address:  
[www.taylorcountygov.com/government/county\\_bids/index.php](http://www.taylorcountygov.com/government/county_bids/index.php)

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at anytime and waive any irregularities in the solicitation process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore the County is not bound to award any contract(s) based on the lowest quoted price. The County in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the proposal price pursuant to Taylor County Ordinance No. 2003-12. **No faxed Proposals will be accepted.**

For additional information, contact  
Taylor County Fire Rescue  
Fire Chief Dan Cassel  
850-838-3522

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

## **Section I**

Taylor County Fire Rescue is soliciting proposals from qualified vendors for the purchase of a fire apparatus (Brush/Squad). Any proposal will be for a new vehicle built to the specifications provided

## **Section II**

### **Required information**

- Qualifications and experience of the vendor
- Detailed specification to show required components and any additional not required in RFP specification, submittal specifications are to be formatted as the proposal.
- Detailed scaled drawing of the proposed completed apparatus
- Acceptance of 100% performance bond
- Project build time from time of completed contract
- Proposed/Maximum cost of build.

## **Section III**

### **Key Dates & Times**

Final Deadline for acceptance	10/1/2021 4:00 P.M.
RFP Opening	10/4/2021 6:00 P.M.
Project Awarded (tentatively)	10/19/2021

## **Section IV**

### **Apparatus Minimum Specifications**

#### **1 – Chassis Specification**

- 1.1 Chassis Ford Super Duty F-600 Single Cab
  - 6.7L Diesel
  - XL Trim 4.88 Limited Slip Axle
  - Medium Earth Gray HD Vinyl Interior
  - Power Equipment Group, Trailer Tow Mirrors
  - Cruise control
  - Electronic Shift On The Fly 4 wheel drive
  - Dual Alternators
  - Dual Battery
  - Pre-Collision Assist with Auto Emergency Braking
  - Skid Plates
  - Privacy Glass
  - Value Package: Cruise Control, AM/FM/CD Player
  - 40 gallon rear fuel tank
  - 3" suspension lift including any replacement items required including but not limited to coils, shocks and radius arms
  - Toyo M655 245/70R/19.5 tires

## **2 - Apparatus body, All Aluminum Rescue Module Body Construction Overview**

- The body length shall be 12" not including rear bumper
- The body shall be of self-standing rigid cage style construction consisting of the following.
- The body shall consist of seven individual exterior compartments. The body shall be mounted on the before mentioned chassis and shall come with a fifteen-year structural warranty.
- The body shall measurements shall be provided with proposal
- Interior structural members shall be spaced no more than 16 inches on center.
- Apparatus body is purpose built and designed to meet the unique needs and demands of the emergency services environment.
- The body shall be mounted to the chassis with no chassis building be required or permitted.
- All interior of compartments, top of hose bed shall be coated with black PPC material for durability.

### **2.1 - Roof Construction**

- Construction details shall be provided in proposal

### **2.2 - Roof Radius**

- Construction details shall be provided in proposal

### **2.3 - Corner Radius**

- Construction details shall be provided in proposal

### **2.4 - Rescue side structure**

- Construction details shall be provided in proposal

### **2.5 - Floor Structure**

- Construction details shall be provided in proposal

### **2.6 - Rear Step Construction**

- Construction details shall be provided in proposal

### **2.7 - Compartment Construction**

- Construction details shall be provided in proposal

## **3 - Body Mounting**

- The body shall be capable of being removed from and transferred to a new chassis similarly sized to the old chassis.
- There shall be adequate space left between the cab and body allowed for common flexing.

- The body shall be mounted as per the chassis manufacturer's guidelines. Additionally, an isolator shall be installed on each "U" bolt at the "U" bolt mounting point and the structural sill.
- Construction details shall be provided in proposal

#### **4 - Vehicle and Body Appearance and Accessories**

##### **4.1 - Roll Up Style Compartment Doors**

- Apparatus shall have roll-up doors.
- The doors shall be constructed and installed within the guidelines of the door manufacturer.
- Door tracking shall have rubber lip seal.
- Each door location to be equipped with a magnetic switch to control included interior cabinet lighting.
- Door ajar light to be installed on the console in the cab.
- Each door shall be equipped with one interior light built within the door rail.
- Doors shall be matching color to body.

##### **4.2 - Exterior body trim**

- There shall be provided heavy duty blacked out rub rail installed at the lowest edge of the apparatus body between the wheel well panels and the front and rear rock guard shields and kick plates.
- The front of the body shall have provision to prevent damage from items such as rocks.

##### **4.3 - Fenders & Wheel Wells**

- The wheel well shall be provided with full fender liners that shall be rolled so as to eliminate pockets that might trap and collect road dirt.
- Fenderettes shall be flexible black rubber for long-term durability.

##### **4.4 - Added Underbody Protection**

- None added, standard aluminum

##### **4.5 - Rear Mud Flaps**

- There shall be provided (1) set of heavy duty rear mud flaps.
- Mud flaps shall be constructed of thick rubber material and shall be as wide as the rear wheels.
- Mud flaps shall be securely fastened to the module utilizing stainless steel fasteners.



#### **4.6 - Apparatus body painting**

- The apparatus shall be two tone paint black over red.
- Exact paint code and layout shall be determined during the pre construction conference.

#### **4.7 - Rear Chevron Striping**

- There shall be prismatic reflective striping on the rear of the apparatus body.
- The chevron shall consist of four inch wide red and bright lime yellow stripes to conform with NFPA standards.
- Exact layout and design of rear reflective chevron striping shall be determined during pre construction conference.

#### **4.8 - Reflective / Non-reflective strip package**

- There shall be provided reflective striping on the doors visible while open.
- Exact layout and design of reflective stripe package shall be determined during pre construction conference.

#### **4.9 - Graphic / lettering package**

- There shall be provided a custom package to match the current fleet.
- Exact wording, layout and location of graphic package shall be determined during pre construction conference.

#### **4.10 - Running Boards**

- Running boards installed.

#### **4.11 - Class IV Trailer Hitch**

- There shall be provided a class IV trailer hitch which shall be securely fastened to the chassis/body.

#### **4.12 - Bumper / Winch**

- The front of the vehicle shall be provided an aftermarket bumper capable for all lighting, siren, and winch provisions required.
- Warn fixed mounted winch with a 15,000lb capacity
  - Mounted to bumper
- The rear of the vehicle will be provided with a custom bumper independent of the body
  - Rear bumper will also serve as a rear step

## **5 - Compartment Layout**

### **5.1 - Streetside compartment one (SS1)**

- This compartment shall start on the driver side front of the apparatus and shall be approximately from opening 52" high x 50" wide x 23" deep
  - Any alteration to compartment dimensions as needed for items such as wheel base, cab to axle, or water tank shall be indicated on proposal
  - Compartment shall have (1) 120-volt outlet
  - Compartment shall have (2) adjustable shelves
- SS1 compartment will contain an electrical compartment.
- The electrical compartment will house the following.
  - All emergency equipment electronics and wiring.
  - (1) 2,000-watt auto inverter/charger
  - (1) 12 Volt power lead is hardwired through chassis ignition.
  - (1) 12 Volt power lead is hardwired through chassis positive battery.
  - (1) 1 Ground lead hardwired to chassis battery.

### **5.3 - Streetside compartment two (SS2)**

- This compartment shall be located above the wheel well and shall be approximately from opening 32 inches tall x 48 inches wide x 23 inches deep.
  - Any alteration to compartment dimensions as needed for items such as wheel base, cab to axle, or water tank shall be indicated on proposal
- Compartment shall have PAC board type mounting on rear wall for tool mounting

### **5.4 - Streetside compartment three (SS3)**

- This compartment shall be on the driver side rear corner of the apparatus and shall be approximately from opening 52 inches tall x 26 inches wide x 23 inches deep.
  - Any alteration to compartment dimensions as needed for items such as wheel base, cab to axle, or water tank shall be indicated on proposal
- Compartment shall have (2) adjustable shelves.

### **5.5 - Curbside compartment one (CS1)**

- This compartment shall start on the passenger side front of the apparatus and shall be approximately from opening 52" high x 50" wide x 23" deep
  - Any alteration to compartment dimensions as needed for items such as wheel base, cab to axle, or water tank shall be indicated on proposal
  - Compartment shall have (2) adjustable shelves
  - Compartment shall have (1) 120-volt outlet

#### **5.6 - Curbside compartment two (CS2)**

- This compartment shall be located above the wheel well and shall be approximately from opening 32 inches tall x 48 inches wide x 23 inches deep.
  - Any alteration to compartment dimensions as needed for items such as wheel base, cab to axle, or water tank shall be indicated on proposal
- Compartment shall have PAC board type mounting on rear wall for tool mounting

#### **5.7 - Curbside compartment three (CS3)**

- This compartment shall be on the passenger side rear corner of the apparatus and shall be approximately from opening 52 inches tall x 26 inches wide x 23 inches deep.
  - Any alteration to compartment dimensions as needed for items such as wheel base, cab to axle, or water tank shall be indicated on proposal
- Compartment shall have (2) adjustable shelves.

#### **5.8 - Under body compartment "rear access"**

- Accessory compartment between the frame rails

#### **5.10 Upper body compartment "Rear access" Streetside**

- Compartment to house hard suction hose and be accessible from the rear of the unit.

#### **5.11 - Upper body compartment "Rear access" Curbside**

- Compartment to house hard suction hose and be accessible from the rear of the unit.

#### **5.12 - Hose Bed**

- Hose bed is open to the rear of the apparatus and of full length of the apparatus.  
Dimension shall be included in proposal
  - Three end user adjustable dividers hose bed dividers.
  - Hose bed includes a soft cover with a rear weighted flap
  - To be finished in a heavy-duty Rhino Linings black finish.

#### **5.13 - SCBA Wheel Well Compartment(s)**

- SCBA bottle or fire extinguisher wheel well compartments shall be located just before and after wheels where not in use by fuel and DEF fill.

### **6 - Compartment Accessories**

#### **6.1 - Adjustable shelves**

- Aluminum adjustable shelves shall be provided.
- Each shelf has a full lip surround.
- Shelving mounting hardware shall be of extruded "C" channel design and locking jam nuts.

#### **6.2 – Tool Mounting**

- There shall be provisions for mounting tools and equipment not already address to include but not limited to
  - Combi tool
  - Chainsaw
  - Air Bags
  - Hand tools
  - To be confirmed at pre construction conference

#### **6.3 - Compartment floor matting**

- There shall be dri-deck or equal, floor tiles installed in compartments
- Tiles shall be custom fitted to the individual area and shall assist in protecting the surface of the compartment from damage.

#### **6.4 – SCBA storage**

There shall be mounting brackets for two (2) SCBA, location of brackets to be determined at pre construction conference.

#### **7 - 12 Volt DC electrical system**

- The electrical systems and associated equipment shall comply with all federal motor vehicle safety standards, federal motor carrier safety regulations, and shall also conform to all applicable SAE recommended standards and practices.
- The apparatus body and accessory electrical equipment shall be served by circuits separate and distinct from the chassis circuits.
- All wiring shall be permanently color coded and marked to identify each wire.
- Wiring shall be routed in conduit or loom that is rated a minimum 300°F.
- All conduits loom, and wiring shall be located and installed in such a manner that facilitates easy removal and servicing.

#### **8 - Battery Charger / Inverter**

- There shall be provided a Xantrex model 807-2055 2,000-watt inverter / 55 amp battery charger with a built-in transfer switch.
  - 120-volt outlets shall be active on shoreline power.
  - 120-volt to be active when shoreline is not present, the vehicle is running and a load is sensed.
- The charging system shall come complete with a remote display operator's panel.
- Included in the system shall be a Kussmaul 15 amp Auto Eject shoreline receptacle that shall provide 120-volt service when activated.

#### **9 - Audible Warning Systems**

##### **9.1 - Siren / Light control**

- There shall be provided and installed Whelen Cencom Core electronic siren and light control system. Including OBD 2 interface module with truck. .

## **9.2 - Siren Speakers**

- There shall be provided (2) each Whelen SA315P 100 watt electronic siren speaker mounted to optimum forward audible output.

## **9.3 – Mechanical Siren**

- A recessed eagle mechanical siren will be installed, control location(s) to be determined at pre build.

## **10 - Visual Warning systems**

- All of the following lightings shall be mounted to the vehicle per the lightbar manufacturer's specification.
- The lighting shall be positioned to provide adequate coverage on all zones of the vehicle.

### **10.1 - Roof Mounted Lightbar**

- 1 ea. 54" Whelen liberty II lightbar (fully populated front and sides) w/ clear lens and red LED, includes flashing white takedowns and alley lights. Cab mounted with vehicle-specific brackets.
  - Led alley function shall activate when side cab doors are opened, side specific.
  - Light Bar shall have ability to auto dim in night time conditions.
  - White warning shall only flash on slider position 3.
  - Rear of bar to be depopulated to avoid body reflection.

### **10.2 - Front of Vehicle**

- 4 ea. Whelen M series led w/ clear lens and red led, flush mount flange sized to fit on bumper/ grill guard.
  - The above lighting shall be mounted on the push bumper /grille guard of the vehicle, Final placement to be determined at pre construction meeting.
- Flashing High beam lights (Wig Wag) on slider position 3.

### **10.3 - Side of Vehicle**

- 2 ea. Whelen M4 series led w/ clear lens and red led, black flange.
  - The above lighting shall be mounted on the truck chassis, front fenders, just after the headlights, before the front wheel.
  - Rivenuts shall be utilized to secure lights to fenders.
- 2 ea. Whelen M7 series led w/ clear lens and red led, black flange.
  - The above lighting shall be mounted on the apparatus body, lower level, centered directly above the rear axle.
- 4 ea. Whelen M9 led w/ clear lens and red led, chrome flange.

- The above lighting shall be mounted on the apparatus body, upper level, 1 each just after the front edge of body, and 1 each just before of the rear edge of the body.

#### **10.4 - Rear of Vehicle**

- (2) Whelen M9RC
  - The above is a red led module with clear lens.
  - (1) each to be mounted at the top of body "rear"
- Custom built arrow stick
  - Whelen T Series Ions (amber)
  - Set to come on flash pattern with warning lights
  - Left, center out, and right arrow control
  - Mounted below hose bed and above hose panel
- The following emergency and DOT lighting below shall be mounted in a Whelen 4 light housing.
- (2) Whelen M6RC
  - The above is a red led module with clear lens.
- (2) Whelen M6BTT Brake/Tail/Turn
- (2) Whelen M6T Amber turn signal sequential chevron arrow
  - Set to flash pattern on third rocker switch.
- (2) Whelen M6ZC gradient high output back-up light
  - (1) each M6RC, M6BTT, M6T, M6ZC to be mounted in black four light bezel.

#### **11 - DOT Lighting**

- There shall be provided the proper number of LED style ICC / marker lights located on the corners of the apparatus body.
- Stop/Tail/Turn/Reverse lights are previously mentioned.
- Rear markers located on the rear running board.

#### **12 - Scene Lighting**

##### **12.1 - Body Mounted Scene Lights**

- 4 ea. Whelen PCPSM1B Single Panel, Combination Flood/Spot, Black Flange
  - The above lighting shall be mounted on the apparatus body, upper level, 1 ea just after the M9 warning light, and 1 ea just before the M9 warning light, previously mentioned.
- 2 ea. Whelen PCPSM1B Single Panel, Combination Flood/Spot, Black Flange
  - The above lights shall be mounted on the rear of the apparatus
  - Light shall auto activate in reverse

#### **13 - Accessory Lighting**

### **13.1 - Underbody Lighting**

- 8 ea. Tecniq E10 white led underbody lights, stainless bracket.
  - Lighting will provide even coverage on the sides and rear of the vehicle
  - All the above lighting shall be activated automatically when vehicle transmission is placed in park.

### **13.2 - Accessory Reverse Lighting Control**

- The rear scene lights shall activate when the vehicle is placed into reverse.

### **14 - Drivers/Cab Area Configuration**

- The console shall be constructed from .75 inch Birch plywood covered with a heavy duty coating.
- All switches shall be lighted and properly identified. Additionally there shall be provided areas to mount department supplied mobile radio, charger and a computer system along with department maps and clipboard.
- Door Ajar/Telescoping Lights Raised Light Fixed on Console to flash when activated

### **15 - Reverse Safety Systems**

#### **15.1 - Back up alarm**

- There shall be provided an automatic back up alarm that activates when the vehicle is placed in reverse.

#### **15.2 - Back up camera**

- A rear backup camera will be installed with auto on in reverse.
  - LCD Screen will be located in the rear view mirror area.

### **16 - Radio Installation Preparation**

- Builder will install a mobile radio provided by the buyer

### **17 - Other vehicle accessories**

### **18 - Fire Pump & Fire suppression**

#### **18.1 - Fire Pump & Foam**

- CET Skid Unit
- CET 23HP SM-PFP-HPVGD-MR Pump Vanguard Engine
- Electric start
- Custom fitted aluminum minimum 3 gallon fuel tank

- 15 gallon foam cell
- 12 volt pump for foam filling
  - Hose connection and momentary switch located on pump panel
- Scotty Foam system
- Fire pump to be equipped with a 12 volt primer pump
- 1" Tank fill
- Booster hose reel fitted behind pump panel
  - 150' hose capable
  - Booster hose will be a single red 1" Reel-Lite
- There shall be a pump panel fabricated on the rear of the truck
  - Panel shall be PPC'd black
  - All connections will be controlled from the pump panel using fire type valves
  - Pump panel will be equipped with a 12volt exhaust fan to adequately circulate air to prevent the pump from overheating. Fan shall be controlled by the same switch as pump
  - Fire pump exhaust shall be plumbed to exit the vehicle from below.

#### **18.2 - Water Tank**

- Apparatus shall have at least 450 gallon capacity poly tank.
  - Unit to have Tank Vision monitor system(s) for water and foam levels viewable at pump panel.
  - Tank should have a built-in section dedicated for foam.
  - Water and foam tanks shall have tower(s) accessible from hose bed.

#### **18.3 - Plumbing**

- Priming
  - 12 volt momentary control.
- Discharges
  - (1) 1" tank fill, push pull
  - (1) 1" Rear Booster hose, push pull.
  - (1) 1.5" Pre connect located in hose bed with push pull control
  - (1) 2.5" Rear discharge, push pull control with chrome reducer 2.5"-1.5" and cap.
  - Discharges will be threaded for fire hose type thread pattern
- Intake
  - (1) 2.5" rear suction
  - (1) 2.5" tank to pump, push pull.

#### **18.4 - Hose Bed**

- There shall be a hose bed fabricated overtop the pump and tank module
  - Hose bed shall allow enough clearance for the unit to operate correctly while providing access to the water and foam fill tower(s).



## **19 - Documentation and Inspections**

### **19.1 - Pre construction conference**

- There shall be a required pre construction conference in the selected manner of the department before any construction can begin.
- The pre-construction trip shall consist of up to 2 members from the department. *(Airfare, lodging, and meals are to be included in this specific spec)*
- A tour of the facility including other current builds will be done prior to the pre-construction conference.
- At this meeting both parties shall again go over the specifications to ensure that the apparatus is built to meet or exceed all requirements.
- After this meeting the representative of the manufacturer shall present the department a copy of the written work order to be used in production.

### **19.2 - Detailed, Scaled Drawings**

- After the pre-construction conference, there shall be provided a detailed set of scaled computer drawings to be used in the production process.

### **19.3 - Pre delivery inspection**

- There shall be a pre delivery inspection trip at the facility prior to delivery.
- The inspection trip shall consist of up to 2 members from the department who shall inspect the apparatus to ensure compliance to all specifications. *(Airfare, lodging, and meals are to be included in this specific spec)*

## **20. - Warranty Information**

### **20.1 - Warranty**

- All warranties provided by the vendor or by third party shall be detailed as well as the process for any warranty claim.

## **21 Delivery / Acceptance**

- Upon acceptance at pre delivery inspection the vendor shall be responsible to delivery the apparatus
- At time of acceptance the vendor will provide at least (1)one day of in service training for the entire apparatus operation a service.

## FIRE APPARATUS PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 2021, by and between \_\_\_\_\_ (hereinafter "**Seller**") and the Taylor County Board of County Commissioners (herein after "**Purchaser**"). Seller and Purchaser are sometimes referred to in this Agreement individually as a "Party" or collectively as "Parties".

### WITNESSETH:

WHEREAS, Purchaser desires to purchase a "Fire Apparatus" (as more specifically defined in the sellers proposal, Exhibit A) from the Seller and the Seller desires to sell a Fire Apparatus to the Purchaser.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, representations and warranties herein contained, the Parties hereto do agree as follows:

### ARTICLE I

#### PURCHASE AND SALE

- 1.1 Fire Apparatus. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Sellers, upon the terms and conditions hereinafter set forth, the Squad Type Fire Apparatus and other equipment, as more fully described in Exhibit "A" attached hereto.

### ARTICLE II

#### PURCHASE AND PAYMENT

- 2.1 Purchase Price and Payment. The total purchase price for the Fire Apparatus shall be ~~XXXXXXXXXXXX dollars (\$XXXXXXX)~~ (the "purchase price"), exclusive of all Federal, State, or local taxes of any nature, and shall be payable by the Purchaser to Sellers upon acceptance of the Fire Apparatus.
- 2.2 Upon execution of the agreement the Seller will be issued a purchase order by the Purchaser for the agreed purchase price, Following final acceptance the apparatus the Seller will issue an invoice for payment to the Purchaser for final and full payment.

### ARTICLE III

#### DELIVERY AND ACCEPTANCE

- 3.1 Delivery. Seller shall cause the Fire Apparatus to be delivered free on board destination, freight prepaid to the Purchaser's address contained herein by \_\_\_\_\_ ("Delivery Date"), unless an unforeseen delay is caused by worker strikes, Seller's inability to obtain materials, or other causes beyond the Seller's control. In addition, Purchaser shall have the right to inspect the Fire Apparatus prior to Delivery Date to ensure conformance with the requirements and specifications contained in Exhibit "A."

- 3.2 Acceptance. Upon delivery, Purchaser shall have the right to inspect the Fire Apparatus to ensure conformance with the requirements and specifications contained in Exhibit "A" and to reject same if a nonconformance exists.

#### **ARTICLE IV**

##### **REPRESENTATIONS AND WARRANTIES**

- 4.1 Representations and Warranties. Seller hereby represents and warrants to Purchaser that all warranties hereto shall be applicable to the transaction contemplated herein. Seller further represents and warrants to Purchaser that legal title to the Fire Apparatus shall be in Purchaser's name upon consummation of the transaction contemplated herein.

#### **ARTICLE V**

##### **MISCELLANEOUS**

- 5.1 Headings. The captions or headings of the paragraphs of this Agreement are for convenience only, and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.
- 5.2 Time of Essence. Time, wherever specified herein for the performance by Seller or Purchaser of any of their respective obligations hereunder, is hereby declared to be of the essence of this Agreement.
- 5.3 Amendments. This Agreement may not be amended or waived, except by writing, signed by all Parties to this Agreement.
- 5.4 Waiver. The waiver by any party of a breach of any provisions of this Agreement shall not operate, or be construed as, a waiver of any other or subsequent breach of that provision, nor as a waiver of any breach of any other provision.
- 5.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.
- 5.6 Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, personal representatives, executors, successors or assigns.
- 5.7 Entire Agreement. This Agreement and the Exhibits attached hereto embody the entire agreement between the parties in connection with this transaction and there are no oral agreements, representations or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby; this Agreement may not be modified except by a written agreement signed by all of the Parties.
- 5.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without reference to the conflicts of laws principles of such State.
- 5.9 Rule of Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

- 5.10 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected thereby and the provisions of this Agreement shall be severable in any such instance.
- 5.11 Representation regarding Authority to Sign Agreement. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she or it is purporting to represent.
- 5.12 Additional Documents. The Parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document and to carry out the business transaction contemplated by this Agreement.
- 5.13 Forum Selection. PURCHASER AND SELLER IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED ONLY IN FEDERAL OR STATE COURTS HAVING SITUS WITHIN TAYLOR COUNTY, FLORIDA.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

TAYLOR COUNTY BOARD OF COMMISONERS

By: \_\_\_\_\_  
Chairman Thomas Demps

ATTESTED TO:

By: \_\_\_\_\_

SELLER

By: \_\_\_\_\_  
SELLER

ATTESTED TO:

By: \_\_\_\_\_

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Board to review and approve the Invitation to Bid and the Work Write-Up/Bid Forms for the rehabilitation of three homes and demolition and construction of three homes through the SHIP Program.

**Meeting Date:**

September 7, 2021

**Statement of Issue:** Board to review and approve the Invitation to Bid and Work Write-Up/Bid Forms for the rehabilitation of three homes and demolition and construction of three homes through the SHIP Program.

**Recommendation:** Approve the Invitation to Bid and Work Write-Up/Bid Forms.

**Fiscal Impact:** \$ All projects will be 100% grant funded. **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

**Submitted By:** Jami Evans, Grants Coordinator

**Contact:** Jami Evans

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**Facts & Issues:** The following homeowners have been qualified to receive assistance through the SHIP Housing Programs:

**SHIP REHABILITATION**

Deonna Edwards 106 Joann Street, Perry  
Earnestine Roberts 105 El Primeros Drive, Perry  
Khalilah King 112 Buffalo Place, Perry

**SHIP DEMOLITION AND CONSTRUCTION**

Kristina Alderman 1705 S. Dixie Hwy, Perry  
Donald Pettitt 1202 S. Robin Street, Perry  
Willie Brown 1309 S. Sparrow Street, Perry

The Bids will be received at the October 4, 2021 Board Meeting at 6:05 P.M.

- Options:**
1. Approve the Invitation to Bid and Work Write-Up/Bid Forms.
  2. Deny the Invitation to Bid and Work Write-Up/Bid Forms.

**Attachments:** 1. Invitation to Bid.

2. Work Write-Up/Bid Forms.

## **PUBLIC NOTICE**

### **INVITATION TO BID**

#### **Housing Rehabilitation/Replacement State Housing Initiatives Partnership Program (SHIP)**

Taylor County Board of County Commissioners invites interested residential contractors to submit bids for the rehabilitation of six (6) homes for the SHIP program, three (3) Rehabilitation Houses and three (3) Demolition/Replacement houses.

**SEALED Bids (Please submit one original and two copies) are to be submitted on or before October 1<sup>st</sup> at 4:00 PM to Gary Knowles, Clerk of the Court (850) 838-3506. Bid envelopes are to be identified as SHIP 2021 ITB-001.**

Hand Delivery: Gary Knowles  
Fed – X or UPS Clerk of the Court  
108 North Jefferson Street, Suite 102  
Perry, FL. 32347

Mail Delivery: Gary Knowles  
Clerk of the Court  
108 North Jefferson Street, Suite 102  
Perry, FL. 32347

A Public Opening of the Bids is scheduled for October 4, 2021, at 6:05 PM, or as soon thereafter as possible, at 201 East Green Street, Perry, Florida, 32347. Bids will be opened during a regularly scheduled Board of County Commissioners meeting.

A **MANDATORY** meeting to provide contractor orientation materials and visit the scheduled project will be held on September 16, 2021, at 10:30 am, located at 511 Industrial Park Drive, Perry, 32348. The meeting will take place in the airport terminal conference room. You must attend this meeting to receive the bid documents and attend the review of the projects. The visit to the projects will immediately follow the orientation meeting.

For contractors that have not been pre-approved, you may obtain a contractor application package by calling Government Services Group, Inc. at (850) 681-3717. Please bring your completed application package to the mandatory meeting on September 16, 2021.

WBE/MBE/DBE Firms are encouraged to participate. Taylor County is an Equal Opportunity Employer.

The Taylor County Board of Commissioners reserves the right to accept or reject any and/or all bids in the best interest of Taylor County.

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**  
Thomas Demps, Chair





**THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID**

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be  X  occupied; \_\_\_\_\_ vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name \_\_\_\_\_

Contractor's Name (Print Name) \_\_\_\_\_

Contractor's Signature \_\_\_\_\_

Contractor's Address \_\_\_\_\_

Contractor's License # \_\_\_\_\_

Contractor's Phone Number \_\_\_\_\_

Contractor's E-Mail Address \_\_\_\_\_

Owner Signature \_\_\_\_\_

Co-Owner Signature \_\_\_\_\_

Contractor's Signature \_\_\_\_\_



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Company Name \_\_\_\_\_  
Contractor's Name (Print Name) \_\_\_\_\_  
Contractor's Signature \_\_\_\_\_  
Contractor's Address \_\_\_\_\_  
Contractor's License # \_\_\_\_\_  
Contractor's Phone Number \_\_\_\_\_  
Contractor's E-Mail Address \_\_\_\_\_

Owner Signature \_\_\_\_\_  
Co-Owner Signature \_\_\_\_\_  
Contractor's Signature \_\_\_\_\_



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Company Name \_\_\_\_\_  
Contractor's Name (Print Name) \_\_\_\_\_  
Contractor's Signature \_\_\_\_\_  
Contractor's Address \_\_\_\_\_  
Contractor's License # \_\_\_\_\_  
Contractor's Phone Number \_\_\_\_\_  
Contractor's E-Mail Address \_\_\_\_\_

Owner Signature \_\_\_\_\_  
Co-Owner Signature \_\_\_\_\_  
Contractor's Signature \_\_\_\_\_

**Taylor County  
HOUSING REHABILITATION PROGRAM  
WORK WRITE-UP/BID FORM**

**Owner:** Christina Alderman

**Address:** 1705 S. Dixie Hwy. – Perry, FL 32348

**Mailing Address:** Same

**Phone #:** 850-371-0893

**Parcel #** 04587-000

**Inspected By:** Jay Moseley

**Date:** 8/18/2021

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	
002	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1200 sq. ft, 3 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, wood frame walls with HardiePlank® or equivalent siding, and 25-year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor. Plans shall include a 20' X 14' parking pad with wheelchair ramp to front door.	All	

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

1705 S. Dixie Hwy., Perry, FL

004	ELECTRICAL, APPLIANCES, AND HVAC	<p>Minimum 200-amp service and wiring to meet NEC. (Note: electric service shall be located on side or rear of house).</p> <p>Provide new 4 burner electric stove, new electric <i>Energy Star</i> rated water heater, vented range hood, all electrical fixtures (<i>Energy Star Rated</i>), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star</i> rated refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>	All	
005	INTERIOR	<p>Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. Provide certificate of insulation for walls and ceilings as part of the close out documentation.</p> <p>Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.</p>	All	
006	PLUMBING	<p>New plumbing fixtures shall include handicap toilet with grab bars, walk in shower with built in seat (tile construction or prefabricated unit – homeowner to select type) and three grab bars (homeowner to select location), bathroom vanity and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well, after inspecting well for proper function. Provide pump out and inspection for existing septic system or connect to city sewer system if available. If existing system cannot be re-used for new house, a change order will be necessary.</p>	All	
007	WINDOWS	<p>Windows shall be <i>Energy Star Rated</i> vinyl or aluminum frame, single hung, double pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.</p>	All	

Owners Signature \_\_\_\_\_

Co-Owners Signature \_\_\_\_\_

Contractor's Signature \_\_\_\_\_

Taylor County Housing Program Bid form

1705 S. Dixie Hwy., Perry, FL





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All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Contractor's signature needed at the bottom of each page.

Work must be completed and approved within 180 days of the issuance of the Notice to Proceed. This house is to be vacant for 180 days.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Contractors, please sign bottom of each page.

Company Name \_\_\_\_\_  
Contractor's Name (Print Name) \_\_\_\_\_  
Contractor's Signature \_\_\_\_\_  
Contractor's Address \_\_\_\_\_  
Contractor's License # \_\_\_\_\_  
Contractor's Phone Number \_\_\_\_\_  
Contractor's E-Mail Address \_\_\_\_\_

Owners Signature

Co-Owners Signature

Contractor's Signature

**Taylor County**  
**HOUSING REHABILITATION PROGRAM**  
**WORK WRITE-UP/BID FORM**

**Owner:** Donald Pettitt

**Address:** 1202 S. Robin St. – Perry, FL 32348

**Mailing Address:** Same

**Phone #:** 850-843-1560

**Parcel #** 04670-000

**Inspected By:** Jay Moseley

**Date:** 8/18/2021

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	
002	SITework	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1000 sq. ft, 2 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, wood frame walls with HardiePlank® or equivalent siding, and 25-year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor. Plans shall include a 20' X 14' parking pad with wheelchair ramp to front door.	All	

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

1202 S. Robin St., Perry, FL

004	ELECTRICAL, APPLIANCES, AND HVAC	<p>Minimum 200-amp service and wiring to meet NEC. (Note: electric service shall be located on side or rear of house).</p> <p>Provide new 4 burner electric stove, new electric <i>Energy Star</i> rated water heater, vented range hood, all electrical fixtures (<i>Energy Star Rated</i>), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star</i> rated refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>	All	
005	INTERIOR	<p>Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. Provide certificate of insulation for walls and ceilings as part of the close out documentation.</p> <p>Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.</p>	All	
006	PLUMBING	<p>New plumbing fixtures shall include handicap toilet with grab bars, walk in shower with built in seat (tile construction or prefabricated unit -- homeowner to select type) and three grab bars (homeowner to select location), bathroom vanity and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well, after inspecting well for proper function. Provide pump out and inspection for existing septic system or connect to city sewer system if available. If existing system cannot be re-used for new house, a change order will be necessary.</p>	All	
007	WINDOWS	<p>Windows shall be <i>Energy Star Rated</i> vinyl or aluminum frame, single hung, double pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.</p>	All	

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

1202 S. Robin St., Perry, FL



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Company Name \_\_\_\_\_  
Contractor's Name (Print Name) \_\_\_\_\_  
Contractor's Signature \_\_\_\_\_  
Contractor's Address \_\_\_\_\_  
Contractor's License # \_\_\_\_\_  
Contractor's Phone Number \_\_\_\_\_  
Contractor's E-Mail Address \_\_\_\_\_

Owners Signature

Co-Owners Signature

Contractor's Signature

**Taylor County**  
**HOUSING REHABILITATION PROGRAM**  
**WORK WRITE-UP/BID FORM**

**Owner:** Willie Brown

**Address:** 1309 S. Sparrow St. – Perry, FL 32348

**Mailing Address:** Same

**Phone #:** 850-371-0893

**Parcel #** 04619-000

**Inspected By:** Jay Moseley

**Date:** 8/18/2021

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

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Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

1309 S. Sparrow St., Perry, FL

004	ELECTRICAL, APPLIANCES, AND HVAC	<p>Minimum 200-amp service and wiring to meet NEC. (Note: electric service shall be located on side or rear of house).</p> <p>Provide new 4 burner electric stove, new electric <i>Energy Star</i> rated water heater, vented range hood, all electrical fixtures (<i>Energy Star Rated</i>), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star</i> rated refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>	All	
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Contractor's Signature





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Work must be completed and approved within 180 days of the issuance of the Notice to Proceed. This house is to be vacant for 180 days.

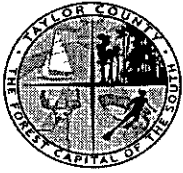
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Owners Signature

Co-Owners Signature

Contractor's Signature

**TAYLOR COUNTY BOARD OF COMMISSIONERS****County Commission Agenda Item****19****SUBJECT/TITLE:****THE BOARD TO CONSIDER APPROVAL OF REDUCTION OF  
LANDFILL SURCHARGE TO \$5 PER TON.****MEETING DATE REQUESTED:****9/7/2021****Statement of Issue:** TO REDUCE LANDFILL SURCHARGE FROM \$7 PER TON TO \$5 PER TON.**Recommended Action:** APPROVE REVISED SURCHARGE AMOUNT**Fiscal Impact:** REVENUE REDUCTION IN LANDFILL FUND  
EXPENDITURE REDUCTION IN SOLID WASTE FUND**Budgeted Expense:** YES**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR**Contact:** (850) 838-3500 EXT. 6**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** AUCILLA AREA REGIONAL LANDFILL CURRENTLY COLLECTS \$7 PER TON LANDFILL SURCHARGE TO FUND THE COUNTY LANDFILL MONITORING DEPARTMENT FUND. THIS RESULTS IN REVENUE OF APPROXIMATELY \$120,000 ANNUALLY. A REDUCTION FROM \$7 PER TON \$5 PER TON WOULD GENERATE \$106,000 ANNUALLY. THIS SURCHARGE IS COLLECTED TO FUND POST CLOSURE COSTS OF THE OLD TAYLOR COUNTY LANDFILL. REDUCING THE SURCHARGE WILL ALSO REDUCE EXPENDITURES FOR THE SOLID WASTE FUND BY \$2 PER TON.

TAYLOR COUNTY HAS A CONTINUING OBLIGATION FOR OVERSIGHT, MAINTENANCE AND ONGOING SECURITY OF THE LANDFILL PROPERTIES. CURRENT EXPENDITURES REQUIRE A SURCHARGE AMOUNT OF \$5 PER TON TO MEET THESE OBLIGATIONS.

IN THE EVENT THAT RESERVES ARE UTILIZED TO MEET UNFORESEEN COSTS THE SURCHARGE MAY REQUIRE A FUTURE INCREASE.

**Options:** CONTINUE PRESENT SURCHARGE**Attachments:** DRAFT LETTER TO AUCILLA AREA LANDFILL  
EXPENDITURE STATUS REPORT

SUNGARD PENTAMATION, INC.  
DATE: 09/01/2021  
TIME: 10:54:27

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTALL

SELECTION CRITERIA: orgn.fund='115'  
ACCOUNTING PERIOD: 12/21

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

FUND-115 LANDFILL FUND  
FUNCTION-530 PHYSICAL ENVIRONMENT  
ACTIVITY-534 GARBAGE/SOLID WASTE CTL.  
TOTL/DEPT-0262 CNTY LANDFILL(MONITORING)

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	27,245.00	.00	.00	15,898.92	11,346.08	58.36
51400	OVERTIME	.00	.00	.00	116.13	-116.13	.00
52110	FICA/MEDICARE TAXES	1,968.00	.00	.00	1,158.13	809.87	58.85
52200	RETIREMENT CONTRIBUTIONS	2,696.00	.00	.00	1,602.23	1,093.77	59.43
52300	HEALTH INSURANCE	8,600.00	.00	.00	4,504.50	4,095.50	52.38
52320	LIFE INSURANCE	19.00	.00	.00	10.67	8.33	56.16
52400	WORKERS' COMPENSATION	704.00	.00	.00	331.14	372.86	47.04
53401	CONTRACTUAL SERVICES	10,800.00	.00	9,897.82	.00	902.18	91.65
53440	LF CLOSURE-ENGINEERING	3,000.00	.00	.00	.00	3,000.00	.00
54100	COMMUNICATIONS	117.00	.00	.00	.00	117.00	.00
54401	RENT/LEASE-LAND/BLDGS	200.00	.00	.00	.00	200.00	.00
54402	RENT/LEASE-EQUIPMENT	500.00	.00	.00	.00	500.00	.00
54610	R&M BUILDINGS & GROUNDS	200.00	.00	.00	.00	200.00	.00
54620	R&M EQUIPMENT	300.00	.00	.00	.00	300.00	.00
54902	LEGAL ADVERTISING	500.00	.00	.00	.00	500.00	.00
54903	TRANS.EQUALIZATION COST	176,000.00	.00	.00	132,000.00	44,000.00	75.00
	TOTAL CNTY LANDFILL(MONITORIN	232,849.00	.00	9,897.82	155,621.72	67,329.46	71.08

FUNCTION-580 OTHER USES  
ACTIVITY-590 OTHER NON-OPERATING

SUNGARD PENTAMATION, INC.  
DATE: 09/01/2021  
TIME: 10:54:27

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 2  
EXPSTALL

SELECTION CRITERIA: orgn.fund='115'  
ACCOUNTING PERIOD: 12/21

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

FUND-115 LANDFILL FUND  
FUNCTION-580 OTHER USES  
ACTIVITY-590 OTHER NON-OPERATING  
TOTL/DEPT-9115 LANDFILL FUND RESERVES

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
59921	RESERVE-CAPITAL IMPROVMT	542,458.00	.00	.00	.00	542,458.00	.00
	TOTAL LANDFILL FUND RESERVES	542,458.00	.00	.00	.00	542,458.00	.00
	TOTAL LANDFILL FUND	775,307.00	.00	9,897.82	155,621.72	609,787.46	21.35
TOTAL REPORT		775,307.00	.00	9,897.82	155,621.72	609,787.46	21.35



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

September 7, 2021

John McHugh, Landfill Administrator  
Aucilla Area Solid Waste Facility  
1313 Greenville Hills Road  
Greenville, FL 32331

Dear Mr. McHugh,

Effective October 1, 2021 please reduce the surcharge imposed by Taylor County and collected by the Aucilla Area Regional Landfill from \$7 per ton to \$5 per ton.

All surcharge costs, less administrative fees are to be remitted to Taylor County for the purpose of post-closure costs of the old/closed Taylor County landfill.

Please do not hesitate to contact our office if you have any questions or concerns.

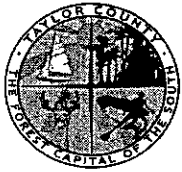
Sincerely,

Thomas Demps  
Chairperson

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



The Board to consider approval of Request for Proposal (RFP) documents and advertising for Professional Consulting Services for the American Rescue Act Fund Programs.

**MEETING DATE REQUESTED:**

**September 7, 2021**

**Statement of Issue:** To solicit proposals for Professional Consulting Services and program administration.

**Recommended Action:** Approve

**Fiscal Impact:** TBD

**Budgeted Expense:** N/A

**Submitted By:** LaWanda Pemberton, County Administrator

**Contact:** 850-838-3500 ext. 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The U.S. Department of Treasury has announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan of 2021 to provide emergency funding for eligible state, local and territorial and Tribal governments.

The purpose of these funds is to "support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery".

Recipients may use these funds to:

- Support public health expenditures, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic

JAMIE ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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Post Office Box 167  
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(850) 584-6113 Phone  
(850) 584-2433 Fax

### NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting bids for Professional Consulting services for **THE AMERICAN RESCUE ACT PROGRAMS IN TAYLOR COUNTY, FLORIDA.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked: **Sealed bids for "THE AMERICAN RESCUE ACT PROGRAMS IN TAYLOR COUNTY, FLORIDA"** to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than [REDACTED] local time, on Friday, [REDACTED]. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at [REDACTED] local time, or as soon thereafter as practical, on Monday, [REDACTED] at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time or waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **NO FAXED BIDS WILL BE ACCEPTED.**

For additional information and a bid package contact:

LaWanda Pemberton  
201 E. Green Street  
Perry, FL 32347

(850) 838-3500 Ext 6  
[lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com)

Bid packages may also be obtained from [www.taylorcountygov.com](http://www.taylorcountygov.com)

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

## GENERAL BID INFORMATION

1. Bid documents shall be obtained from LaWanda Pemberton, County Administrator, 201 E. Green Street Perry, FL 32347 Telephone (850) 838-3500 ext. 6 or lpemberton@taylorcountygov.com. Documents may also be obtained from [www.taylorcountygov.com](http://www.taylorcountygov.com).
2. Bids **MUST** be submitted to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than [REDACTED]
3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **"for the Professional Consulting services for THE AMERICAN RESCUE ACT PROGRAMS IN TAYLOR COUNTY, FLORIDA."**
4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**
5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
8. Bids shall be received and respondents announced on [REDACTED] or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida, 32347.
9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.
10. It is the responsibility of the responders to fully understand and follow all contract expectations.
11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder, who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.
12. Responders must include with the bid E-Verify certification pursuant to F.S.448.095. The E-verify Memorandum of Understanding and Registration Verification may be used for certification.
13. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**



14. Responders who elect to send sealed bids Overnight Express or Federal Express, must send to the physical address of: Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347.
15. For additional information, contact

**LaWanda Pemberton, County Administrator**  
**201 E. Green Street**  
**Perry, FL 32347**  
**850-838-3500 ext. 6**

#### **INTENT AND GENERAL INFORMATION**

Taylor County, Florida through Requests for Proposals, is soliciting proposals from qualified businesses registered to do business with the State of Florida, with the required expertise and capability to perform the services needed to develop Taylor County's American Rescue Plan Act Programs herein referred to as ("the Services"). The specific elements are included in the Scope of Work section of this RFP.

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the "RFP"). Under the proposal process of Taylor County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County Procurement Office will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/time will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer's own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may

not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

#### **BIDDER INFORMATION**

1. Proposal: The bidder's proposal shall include the total bid amount.
2. Bid Form: The bidder is required to complete the Bid Form in its entirety.

#### **SCOPE OF WORK**

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following

#### **THE PROFESSIONAL CONSULTING SERVICES TO PERFORM THE FOLLOWING SCOPE OF WORK AS RELATED TO THE AMERICAN RESCUE ACT PROGRAMS.**

- Assist Taylor County in reviewing and identifying eligible uses as stated by US Treasury guidelines to include public health and economic impacts, premium pay, government services/revenue loss and investments in infrastructure, among other provisions
- Provide program management after programs are developed to ensure they are compliant and meet the reporting criteria of the US Treasury.
- Provide reporting feedback to Taylor County Board of County Commissioners to include grant expenditures, performance metrics and creation of data pulls for federally mandated reporting requirements.
- Coordinate stakeholder engagement to maximize grant funding impact in the community

It is the intent of the County to enter into an agreement with the selected vendor to provide the services.

The successful bidder will maintain a list of authorized personnel information, such as address, phone numbers, and social security numbers, to have readily available for the Taylor County Board of County Commissioners.

## **PROPOSAL RESPONSE REQUIREMENTS**

### **Overview**

The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.

Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County.

The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.

A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:

- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.
- b. Limited Liability Company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- c. Individual shall show the Proposer's name and business address.
- d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.

All names shall be printed in ink below the signatures.

The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal form.

The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.

A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

The Proposal shall contain evidence of Proposer's authority and qualification to do business in the state or locality where the Project is located or Proposer shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Proposal. Proposer's state contractor license number, if any, shall also be shown on the Proposal Form.

## EVALUATION OF PROPOSALS AND SELECTION PROCESS

Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Administrator.

The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Proposer.

More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.

The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals or entities to perform the Services in accordance with the Contract document.

In ranking Proposals the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer, and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award to more than one Proposer.

The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

CRITERIA	Score
2. Organization and Ability of Consultant and Staff	10
4. References on Recent Projects	15
6. Cost Proposal	20
TOTAL POSSIBLE POINTS	100

Proposers may be selected for interviews or oral presentations (shortlisted). The County makes no commitment to any Proposer to this RFP beyond consideration of the written response to this RFP. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of interviews and/or oral presentations.

The Proposals deemed best by the selection committee shall be presented by the County Administrator in the form of an Agenda Request to the Taylor County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Administrator.

Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.

Proposers may be selected for interviews or oral presentations (shortlisted).

### **INTENT TO AWARD AND CONTRACT EXECUTION**

The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Proposer to accept this obligation may result in the cancellation of the award.

The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Taylor County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.

The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Proposer(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Proposers at its discretion.

The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment on any or all charges.

After successful posting of the award, the Successful Proposer will be required to enter into the Contract with the County.

## STANDARD TERMS AND CONDITIONS

### Definitions

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

**Award** means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

**County** means the Taylor Board of County Commissioners (BOCC) and its employees.

**Contract** means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

**RFP** means this document, its attachments and any document hereinafter incorporated by reference.

**Proposer** means any firm, individual or organization submitting a Proposal in response to this RFP.

**Successful Proposer** means a Proposer who is awarded a Contract as result of the Proposal submitted in response to this RFP.

**Proposal Bond** means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Proposal. If required, a Proposal bond/deposit shall be for 5% of the amount of the Proposal.

**Payment Bond** means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

**Performance Bond** means a bond to assure satisfactory performance of the terms of the contract.

**Work** or **SOW** means the scope of work and/or services.

## **Florida Public Records Law and Confidentiality**

By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase "PROPRIETARY INFORMATION" on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.



### **Construction and Venue**

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Proposer's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFP and all of its addendums and attachments
- c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Taylor County, Florida, United States.

### **Term of the Contract and Termination**

The term of this Agreement shall commence on the date of its execution by the Board of County Commissioner and continue until the end of the close out period. \*See last paragraph of term of the contract and termination for additional details.

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

This agreement is in effect from the Effective Date until the end of the closeout period, regardless of whether the contractor suspends or terminates all or part of the financial assistance provided herein. The expiration of any time period for performance or funding established for this Project does not, by itself, constitute an expiration or termination of this agreement.

The end of the closeout period of this agreement does not affect continuing obligations under 2 C.F.R. Part 200 including those in 2 C.F.R. 200.344. Any right or obligation of the parties in this agreement or the closeout notification which, by its express terms or nature and context is intended to survive termination or expiration of this agreement, will survive any such termination or expiration of this agreement.



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

**PROJECT IDENTIFICATION: THE PROFESSIONAL CONSULTING SERVICES FOR THE AMERICAN RESCUE ACT PROGRAMS IN TAYLOR COUNTY, FLORIDA.**

**THIS BID IS SUBMITTED TO:**

Clerk of Courts, Taylor County  
1st Floor Courthouse  
108 N. Jefferson Street  
Perry, Florida 32347

**BID FORM**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents for the professional services for the American Rescue Act Programs in Taylor County. Bidder agrees to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.
  - (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
  - (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
  - (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
  - (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.

- (f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

4. BIDDER agrees to the following Scope of Work schedule:

The professional services for the American Rescue Act Programs may commence after the signing of the contract and will end at the end of the close out period. The end of the closeout period of this agreement does not affect continuing obligations under 2 C.F.R. Part 200 including those in 2 C.F.R. 200.344. Any right or obligation of the parties in this agreement or the closeout notification which, by its express terms or nature and context is intended to survive termination or expiration of this agreement, will survive any such termination or expiration of this agreement.

5. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the time specified in the Agreement.
6. Communications concerning this Bid shall be addressed to:
- LaWanda Pemberton, County Administrator  
201 E. Green Street  
Perry, FL 32347  
(850) 838-3500 ext. 6  
lpemberton@taylorcountygov.com
7. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

SUBMITTED on \_\_\_\_\_, 2021

IF BIDDER IS:

AN INDIVIDUAL:

By \_\_\_\_\_ (seal)  
Individual's Name

Doing business as \_\_\_\_\_

Business address \_\_\_\_\_

Telephone No.: \_\_\_\_\_

A PARTNERSHIP:

By: \_\_\_\_\_ (seal)  
Firm Name

General Partner: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

A CORPORATION:

By: \_\_\_\_\_ (seal)

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_ (seal)

Name of Person Authorized to Sign

(Corporate Seal) \_\_\_\_\_

Title

Attest: \_\_\_\_\_ As Secretary

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date of Qualification To Do Business Is: \_\_\_\_\_

## BID CHECK-LIST

### *Check Items Included*

#### *With Bid:*

- \_\_\_\_\_ 1. Written Bid Quotation.
- \_\_\_\_\_ 2. Certificate of Liability Insurance or Agent Statement as outlined in the  
General Bid Considerations (**MUST BE INCLUDED WITH BID**).
- \_\_\_\_\_ 3. Declaration Page from Workers' Compensation Insurance or Exemption  
Certificate issued by the State. (**MUST BE INCLUDED WITH BID**).
- \_\_\_\_\_ 4. Public Entity Crimes Affidavit, signed and notarized, as required by  
Chapter 287.133(3) (a) (**AFFIDAVIT MUST BE INCLUDED WITH** **BID**  
**SPECIFICATIONS**).
- \_\_\_\_\_ 5. If a Bid Bond is required, if must be submitted with the bid in the  
amount of five percent (5%) of the bid amount.  
  
If a performance Bond is required, the successful bidder must provide same prior  
to the County accepting the contract.
- \_\_\_\_\_ 6. ~~Voter's certification is required. (MUST BE INCLUDED WITH BID)~~

The Bid Check-List must be included with the submitted bid.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_ for \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_

\_\_\_\_\_ and

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: \_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the entity  
named above is \_\_\_\_\_

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A. A predecessor or successor of a person convicted of a public entity crime: or
  - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- \_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)
- \_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- \_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- \_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

(21)

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



**THE BOARD TO CONSIDER APPROVAL OF BID COMMITTEE RECOMMENDATION AND CONTRACT FOR THE LEASING OF 296+ ACRES IN TAYLOR COUNTY FOR THE HARVESTING OF SAW PALMETTO BERRIES.**

**MEETING DATE REQUESTED:**

**SEPTEMBER 7, 2021**

**Statement of Issue:** To enter into a contractual agreement with Blue and Shiver Enterprises, LLC for the harvesting and sale of saw palmetto berries.

**Recommended Action:** APPROVE CONTRACT

**Fiscal Impact:** TBD

**Budgeted Expense:** N/A

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:** 850-838-3500 Ext. 6

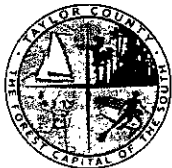
**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Board of County Commissioners approved the bid specifications for the Leasing of property for the harvesting of saw palmetto berries on May 18, 2021. The request for proposals was advertised on July 28, 2021 and August 4, 2021 in the Perry News Herald. The bid committee meet for the purpose of reviewing the bid documents for sufficiency and recommends the Board award the bid of Blue and Shiver Enterprises, LLC. contingent upon receiving the necessary insurance and E-verify documentation. Staff will be submitting a permit application to the Florida Department of Agriculture and Consumer Services upon execution of contractual agreement.

**Options:** APPROVE/NOT APPROVE/REVISE

**Attachments:** Bid Committee Mem  
Bid from Blue and Shiver, LLC.  
Contract and associated correspondence





## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### CONTRACT

THIS CONTRACT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2021 between TAYLOR COUNTY, hereinafter called the COUNTY and \_\_\_\_\_ Hereinafter called the CONTRACTOR,

WITNESSETH, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The contractor shall provide all equipment and materials in strict accordance with the specification of the County, to-wit: bid documents which are part of this contract.

The 296± acres for the harvesting of saw palmetto berries in Taylor County, Florida. The Contractor leases the entire 296± acres. Please see the attached General Bid information.

2. **THE CONTRACT PRICE.** The method of compensation and method of contract price shall be the price obtained on the date of sale of the berries. The Contractor will notify the County Administrator, Ms. LaWanda Pemberton on the date of sale and advise the amount of the sale (gross amount) and will forward 35% of the gross sale to the County by check instantaner.

3. **CONTRACT TERM.** This contract shall be for a term of ninety (90) days from execution in addition the Contractor shall use the 296± acres for only the harvesting of saw palmetto berries.

A. The Contractor is responsible for safe operation of its equipment and the work of any of its employees involved in ground preparation, ground maintenance and the harvesting of the saw palmetto berries.

B. The Contractor is responsible for the property security related to the preparation and maintenance of the harvesting of the saw palmetto berries.

C. The Contractor shall maintain a list of all personnel, addresses, phone numbers, social security numbers which shall be available to the County.

**4. PRESERVATION OF PROPERTY.** Attached is the legal description of the 296± or an area photograph of same.

The Contractor shall not damage the property, this includes but is not limited to, adjacent property and public and private utilities, in addition:

- A. The property will be left in the original condition during and after the harvesting of the palmetto berries.
- B. All adjoining and interior roads will be kept in good condition at all times.
- C. There will be no damage to trees.
- D. Wildlife will not be harmed or killed.
- E. No debris or garbage will be left on the property.
- F. The Contractor must provide at least one person fluent in English every day of the harvest.
- G. The Contractor is responsible to see that all individuals working for it are legal able to work in this country.
- H. The Contractor is responsible for any injuries incurred by wildlife, habitat or fencing of adjacent land owners.

**5. ASSIGNMENT.** This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

**6. DEFAULT OF CONTRACT.** If the Contractor fails to begin the work under the Contract within the time heretofore specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or to perform a new or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

**7. ADDITIONAL PRESERVATION OF PROPERTY.** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor, which includes damage to fencing which must be repaired within 24 hours.

**8. HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the county, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-consultants, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the county or any of its officers, agents or employees.

**9. GENERAL LIABILITY INSURANCE.** The Contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars (\$1,000,000.00), for services and work to be rendered in accordance with this contract, and listing the County as an additional insured. Certificates of such insurance shall be filed with the county prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

**10. PERMITS, RULES & REGULATIONS.** It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities for parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations including, but not limited to the Florida Department of Environmental Regulation, Florida Department of Natural Resources, and Environmental Protection Agency.

**11. ACCESS TO RECORDS.** The Contractor agrees to provide access to those records, books and documents which pertain to this project during the project period and for a three (3) year period thereafter.

**12. WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide worker's compensation insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. The County will accept a Florida Worker's Compensation exemption certificate with an executed Hold Harmless Release and Indemnity Agreement. The exemption certificate must list all employees of the Contractor.

**13. APPLICABLE LAW AND VENUE:** This Contract shall be governed by the laws of the State of Florida, and venue of any litigation shall be exclusively in Taylor County, Florida.

**14. COMPONENTS PARTS OF THIS CONTRACT.** This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

- (a) The Advertisement for Bids
- (b) Instructions to Bidders
- (c) This instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

**15. AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: \_\_\_\_\_

**16. LITIGATION, ATTORNEY'S FEES.** If any litigation arises out of this Contract, the prevailing party is entitled to attorney's fees and costs.

In Witness Whereof, the parties hereto have caused this instrument to be executed in

\_\_\_\_\_ original counterparts this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA

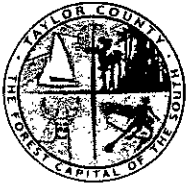
BY: \_\_\_\_\_  
Thomas Demps, Chair Person

BY: \_\_\_\_\_  
Contractor

ATTESTED: \_\_\_\_\_  
Gary Knowles, Clerk

WITNESS: \_\_\_\_\_  
For the Contractor

WITNESS: \_\_\_\_\_  
For the Contractor



## TAYLOR COUNTY ADMINISTRATION DEPARTMENT

### MEMORANDUM

**TO:** Board of County Commissioners  
**FROM:** Bid Committee  
**RE:** Administrative Complex  
**DATE:** August 26, 2021

The bid committee for the Saw Palmetto Berries, consisting of LaWanda Pemberton, Lori Wiggins and Marsha Durden met on September 10, 2019 to discuss the bid result for the bid that was received by the Board on September 3, 2019. The amount of the bids received are as follows:

COMPANY	BID PART	PRICE
Blue and Shiver Enterprises LLC	BASE BID to lease 296+ acres for the harvest of Saw Palmetto Berries	35% of market value per pound
	<b>TOTAL</b>	unknown

The Bid Committee noted that the bid package for Blue and Shiver Enterprises LLC was complete and included the required Liability Insurance verification letter and Workers Compensation Insurance exemption documents, but, noted that the Hold Harmless Release and Indemnity Agreement, and Certificate of Insurance would need to be submitted within 30 days of board acceptance. The Committee further noted that the packet included the required Public Entity Crimes Statement.

The Bid Committee unanimously recommends that the Board of County Commissioners accept the bid from Blue and Shiver Enterprises in the amount of 35% of the market value per pound, if the required documentation is provided.

Handwritten signature of LaWanda Pemberton.  
LaWanda Pemberton

Handwritten signature of Lori Wiggins.  
Lori Wiggins

Handwritten signature of Marsha Durden.  
Marsha Durden

The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. The leasing of 296+ Acres  
for The Harvesting Of Saw Palmetto Berries In Taylor County Florida
2. This sworn statement is submitted by Blue & Shiver Enterprises LLC  
(Name of entity submitting sworn statement)

Whose business address is 12420 Adolph Kemp Rd. Greenville, FL 32331

\_\_\_\_\_ and  
(if applicable) its Federal Employer Identification Number (FEIN) is 83-1719087  
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

3. My name is Mathew Lee Blue and my relationship to the entity  
named above is partner/owner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A. A predecessor or successor of a person convicted of a public entity crime: or
  - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Matthew Lee Blue  
(Signature)

8-12-2021  
(Date)

STATE OF Florida

COUNTY OF Taylor

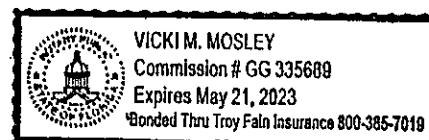
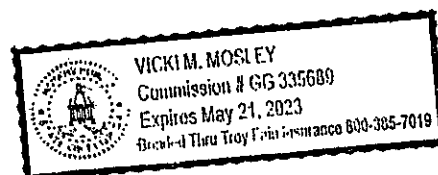
PERSONALLY APPEARED BEFORE ME, the undersigned authority, Matthew Lee Blue,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 24th

day of August, 2021.

Vicki M. Mosley  
NOTARY PUBLIC

My commission expires: 5-21-23





JAMIE ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### PROJECT IDENTIFICATION: THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA.

THIS BID IS SUBMITTED TO:

Clerk of Courts, Taylor County  
1st Floor Courthouse  
108 N. Jefferson Street  
Perry, Florida 32347

#### BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to lease 296 ± acres for the harvesting of Saw Palmetto Berries. Bidder agrees to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.
  - (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
  - (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
  - (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
  - (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and

all additional examinations, investigations observations, tests, studies and data with the Contract Documents.

- (f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

4. BIDDER agrees to the following Scope of Work schedule:

The harvest of palmetto berries may commence after the signing of the contract and will end on October 31, 2021.

Payment for harvest will be due by November 30, 2021.

Successful bidder will need to provide payment to the Taylor County Board of Commissioners in one annual payment.

5. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the time specified in the Agreement.
6. Communications concerning this Bid shall be addressed to:

LaWanda Pemberton, County Administrator  
201 E. Green Street  
Perry, FL 32347  
(850) 838-3500 ext. 6  
lpemberton@taylorcountygov.com

7. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.
8. **BIDDER AGREES TO LEASE 296 ± ACRES FOR THE HARVEST OF SAW PALMETTO BERRIES FOR THE PERCENTAGE .35 OF THE GROSS SALE.** (This MUST be filled out by Bidder.)

SUBMITTED on August 12, 2021

IF BIDDER IS:

AN INDIVIDUAL:

By Richard Keith Shiver (seal)  
Individual's Name

Doing business as Blue & Shiver Enterprises LLC

Business address 12420 Adolph Kemp Rd. Greenville, FL 32331

Telephone No.: (850) 295-2176

A PARTNERSHIP:

By: \_\_\_\_\_ (seal)  
Firm Name

General Partner: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

A CORPORATION:

By: \_\_\_\_\_ (seal)

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_ (seal)

Name of Person Authorized to Sign

(Corporate Seal) \_\_\_\_\_

Title

Attest: \_\_\_\_\_ As Secretary

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date of Qualification To Do Business Is: \_\_\_\_\_



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Services of the South 125 1st Avenue S E PO Box 2077 Moultrie GA 31775		<b>CONTACT NAME:</b> Mary Thomas <b>PHONE (A/C, H/L, Ext):</b> (229) 985-0048 <b>FAX (A/C, H/L):</b> (229) 985-2403 <b>E-MAIL ADDRESS:</b> marytss@windstream.net	
<b>INSURED</b> Bofita, LLC 751 Upper Ty Ty Rd Tifton GA 31793		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Westfield Insurance INSURER B: AgriTrust of Georgia INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: CL2172008719

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ITEM #	TYPE OF INSURANCE	ALL RISKS (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		FAB105453J	06/20/2021	08/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> H-RED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DED: RETENTION: \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	200000004150121	01/01/2021	01/01/2022

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Needs to be updated*

<b>CERTIFICATE HOLDER</b>  For Informational Purposes	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/20

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NEWPORT INSURANCE AGENCY, INC. P.O. BOX 420 PERRY, FLORIDA 32348-0420	CONTACT NAME: PHYLLIS NEWPORT PHONE: 850-584-2909x300 FAX: 850-584-6091 E-MAIL: pnewport@fairpoint.net ADDRESS: INSURERS) AFFORDING COVERAGE NAIC# INSURER A: Century Surety Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

USER TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	CCP911140	8/21/20	8/21/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOF AGG \$ Incl COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIREN AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N R/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Palmetto Berry Picking—Fruit, Nut, or Vegetable Harvesting

CERTIFICATE HOLDER IS ADDITIONAL INSURED

CERTIFICATE HOLDER TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS P.O. BOX 620 201 E. Green St. PERRY, FLORIDA 32347	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Phyllis Newport, Agent</i>
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## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(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

### NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting bids for **THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA. BIDS WILL BE FOR A PERCENTAGE OF THE GROSS SALE OF HARVESTED BERRIES.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked: **Sealed bids for "THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA"** to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than **4:00pm**, local time, on [REDACTED]. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at [REDACTED] local time, or as soon thereafter as practical, on [REDACTED] at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time or waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **NO FAXED BIDS WILL BE ACCEPTED.**

For additional information and a bid package contact:

LaWanda Pemberton

201 E. Green Street

Perry, FL 32347

(850) 838-3500 Ext 6

[lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com)

Bid packages may also be obtained from [www.taylorcountygov.com](http://www.taylorcountygov.com)

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

## GENERAL BID INFORMATION

1. Bid documents shall be obtained from LaWanda Pemberton, County Administrator, 201 E. Green Street Perry, FL 32347 Telephone (850) 838-3500 ext. 6 or lpemberton@taylorcountygov.com. Documents may also be obtained from [www.taylorcountygov.com](http://www.taylorcountygov.com).
  2. Bids **MUST** be submitted to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than [REDACTED]
  3. Bids **MUST** be in a sealed envelope plainly marked on the outside: "**for THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA.**"
  4. All bids **MUST** have a name and mailing address shown on the outside of the envelope or package when submitted.
  5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
  6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
  7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
  8. Bids shall be received and respondents announced on [REDACTED] or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida, 32347.
  9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.
  10. It is the responsibility of the responders to fully understand and follow all contract expectations.
  11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder, who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.
- [REDACTED]

13. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**
14. Responders who elect to send sealed bids Overnight Express or Federal Express, must send to the physical address of: Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347.
15. For additional information, contact

**LaWanda Pemberton, County Administrator**  
**201 E. Green Street**  
**Perry, FL 32347**  
**850-838-3500 ext. 6**

#### **BIDDER INFORMATION**

1. **Proposal:** The bidder's proposal shall include the percentage the bidder will pay per pound of Saw Palmetto Berries harvested.

**The bidder must lease all 296 ± acres. The acreage will not be divided into parcels.**

2. **Bid Form:** The bidder is required to complete the Bid Form in its entirety.

#### **SCOPE OF WORK**

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following

**for THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA.**

Saw Palmetto Berries are typically harvested during the late summer or early Fall. The berries will persist on the plant for several weeks.

The property can be inspected weekdays by appointment by contacting LaWanda Pemberton at 850-838-3500 ext. 6 or [lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com). Maps can be provided upon request.

Bid will be awarded according to maximum revenue generated for the County.

The method of compensation will be on a per pound basis. Scale tickets or a mutually agreed upon tracking ticket will be used to monitor, track loads and ensure correct payment.

Payment for the crop year will be due by November 30, 2021.

This agreement will be for a period of one (1) year.

The successful bidder may not sub-lease the acreage.

Successful bidder has 30 days to provide proof of liability insurance according to County Policy.

The successful bidder may only use the land leased for the harvesting of saw palmetto berries.

The successful bidder will be responsible for safe operation of their equipment and the activities of any employee involved in the grounds preparation, grounds maintenance and the harvesting of Saw Palmetto Berry operations.



The successful bidder will be responsible for the property security related to the preparation and maintenance and the harvest of Saw Palmetto Berries and their employees which have access to the property.

The successful bidder understands that equipment operation and movement will be coordinated with management.

The successful bidder understands that:

- The property will be left in the original condition during and after operations pertaining to this contract.
- All adjoining and interior roads will be kept in good conditions at all times.
- There will be no damage to trees or other resources.
- Wildlife is abundant in these areas and will not be harmed.
- No activities other than specified work are to be performed on this property.
- No debris will be left on site.
- Must provide at a minimum one person fluent in English on-site every day of harvest.
- The County is not responsible for any injuries incurred by wildlife, habitat or fencing of adjacent land owners.

The successful bidder will maintain a list of authorized personnel information, such as address, phone numbers, and social security numbers, to have readily available for the Taylor County Board of County Commissioners:

completed on line

**E-Verify**



Company ID Number: \_\_\_\_\_

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the \_\_\_\_\_ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.



2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

completed online

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

<b>E-Verify Employer</b>	
Name (Please Type or Print)	Title
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date

<b>Information Required for E-Verify</b>	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

completed online

Employer Identification Number:	
North American Industry Classification Systems Code:	
Parent Company:	
Number of Employees:	
Number of Sites Verified for:	
Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:	
State	Number of sites      Site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

## LEGALIS

(continued from page 10)

1985-COMM, 36x12 motor home, VIN number is C61210713353229 and located at 201 W. 20th Ave., Stanshach, FL 32359, has been filed against you, and you are required to serve a copy of your written objections, if any, to Gary Coleman, whose address is 4987 28 73rd St., Hampton, FL 32344, as of or before August 16, 2021, and the original with the Clerk of this Court at P.O. Box 620, Perry, FL 32348 before service on petitioner or immediately thereafter. If you fail to do so, a default may be entered for the relief demanded in the petition. Witness my hand and seal of the court on the 16th day of July, 2021 at Taylor County, Florida.

Gary Coleman  
Clerk of Circuit Court  
By: Lynne Grubbs  
Deputy Clerk

**PUBLIC NOTICE OF SALE**  
THE STORAGE PLACE LOCATED AT 2309 HWY 90 WEST, PERRY, FLORIDA ANNOUNCES A PUBLIC SALE TO BE HELD ON SATURDAY, JULY 31, 2021, AT 10:00 A.M. THE SALE IS BEING HELD TO SATISFY A LIEN. EVERYTHING SOLD IS PURCHASED "AS IS" WHERE "IS" FOR CASH. THE STORAGE PLACE RESERVES THE RIGHT TO CANCEL ANY PUBLIC SALE THAT IS BEING ANNOUNCED. ALSO, THE STORAGE PLACE HAS THE RIGHT TO "NO SALE" A UNIT IF DEMONSTRATED. THE UNITS BEING SOLD ARE AS FOLLOWS:

- 7-1534C WARE
- 13-MOLDA BIKINOS
- 14-KALLEN REAMS
- 17/22/201-DAYVIE
- 20/21-SHARON WILLIAMS
- 28-REBECCA WILBUR
- 46-MICHAEL REED
- 48-LAMETUS MCORDE
- 56-LORRAINE WORSLEY
- 57-EMMA BALLE
- 58-135A FOLSON
- 59/60-ANDREA LUSBY
- 62-JAMES BOYINGTON
- 64-KESTIE HOBNEY
- 65/76-BRIAN CRUSE
- 68-MATTHEW MOLEDO
- 74-MICHAEL LEE
- 77/78-DONALD DAVIS
- 79-MICHAEL ALBERTON

**SUNSHINE RIVER WATER MANAGEMENT DISTRICT**  
**PUBLIC NOTICE OF APPLICATION**  
Notice is hereby given that pursuant to Chapter 373, Florida Statutes, the following application for permit was received on June 18, 2021: Anthony Womack, PO Box 18662, Cypress Environmental of Bay County, LLC, Panama City, FL 32406 and Mark Rubin, Big Bend Water Authority, PO Box 670, Stanshach, FL 32359. Application has been submitted to the Environmental Resource Permit (ERP) number: 2019-12-001321-1. The project is located in Taylor County, Section 24, Township 9 South, Range 1 East, and includes 0.14 acres of total project area. Interested persons may comment upon the application or submit a written request for a staff report concerning proposed agency action regarding the application by writing to the Sunshine River Water Management District, Attn: Resource Management, 8225 C.R. 49, Live Oak, Florida 32060. Such comments or requests must be received by 5:00 PM within 14 days from the date of publication. No further public notice will be provided regarding the application. A copy of the staff report must be received in order to remain eligible for further proceedings. Substantially affected persons are entitled to request an administrative hearing, pursuant to Title 28, Florida Administrative Code, regarding the proposed agency action by submitting a written request after reviewing the staff report.

**NOTICE IS HEREBY GIVEN** to MICHAEL JOE FINCH. Unless payment is made on 2009 CHEVROLET TRAILER, VIN: 1GCRJ332959864649 for tow & storage charges on 07/27/2021. Vehicle will be auctioned on the 23rd day of AUGUST 2021 @ 10 am at Thomas Chevrolet 2128 S. Byron Butler Perry, FL (850)584-6221 per F.S. 713.78

**NOTICE IS HEREBY GIVEN** to SPENCER LAMAR LACY. Unless payment is made on 2002 CHEVROLET TRAILER, VIN: 1GCRJ332959864649 for tow & storage charges on 07/27/2021. Vehicle will be auctioned on the 23rd day of AUGUST 2021 @ 10 am at Thomas Chevrolet 2128 S. Byron Butler Perry, FL (850)584-6221 per F.S. 713.78

**NOTICE IS HEREBY GIVEN** to WILFRED THOMAS FINCHER, JR. Unless payment is made on 2005 CHEVROLET SILVERADO 3500, VIN: 1GCRJ332959864649 for tow & storage charges on 07/27/2021. Vehicle will be auctioned on the 23rd day of AUGUST 2021 @ 10 am at Thomas Chevrolet 2128 S. Byron Butler Perry, FL (850)584-6221 per F.S. 713.78

**IN THE THIRD CIRCUIT COURT**  
**IN AND FOR TAYLOR COUNTY, FLORIDA**  
CASE NO. 21-18302  
JENNIFER R. TAYLOR, vs.  
Plaintiff, UNKNOWN RESPONDENT,  
Defendant.  
SHIRLEY THE PETITION TO DETERMINE  
CHIEF OF A VESSEL.

**NOTICE OF ACTION**  
TO: UNKNOWN RESPONDENT, LAST  
KNOWN REGISTERED OWNER  
YOU ARE NOTIFIED THAT AN  
ACTION OF ESTABLISHMENT  
OF OWNERSHIP OF PERSONAL  
PROPERTY DESCRIBED AS A 14  
FT. JOH BOAT, VIN NUMBER IS  
19WES33486, AND LOCATED AT  
4982 SUE PRIDGEMAN RD., PERRY,  
FL 32347, ON OR BEFORE AUGUST  
26, 2021, AND FILE THE ORIGINAL  
WITH THE CLERK OF THIS COURT  
AT: PO BOX 620, PERRY FL 32348,  
BEFORE SERVICE ON PETITIONER  
OR IMMEDIATELY THEREAFTER, IF  
YOU FAIL TO DO SO, A DEFAULT  
MAY BE ENTERED FOR THE RELIEF  
DEMANDED IN THE PETITION.  
WITNESS MY HAND AND SEAL OF  
THIS COURT ON THE 23rd  
DAY OF JULY, 2021, AT TAYLOR  
COUNTY, FLORIDA,  
Clerk of Court  
By: Lynne Grubbs  
Deputy Clerk

**NOTICE OF REQUEST FOR BIDS**  
The Taylor County Board of County Commissioners is soliciting bids for THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO SEEDS IN TAYLOR COUNTY, FLORIDA. BIDS WILL BE FOR A PERCENTAGE OF THE GROSS SALE OF HARVESTED SEEDS. Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked: Sealed bids for THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO SEEDS IN TAYLOR COUNTY, FLORIDA to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than 4:00 p.m. local time, on August 13, 2021. All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted. Bids will be opened and respondents announced at 9:00

a.m. local time, or as soon thereafter as practical, on August 17, 2021 at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347. The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw the bid at any time or under any circumstances in the bid process. The County reserves the right to award any contract(s) to the bidder(s) deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to award a local business preference in the amount of five percent (5%) of the bid price. NO FIXED BIDS WILL BE ACCEPTED. For additional information and a bid package contact: LAYNEA PENDERBORN, 201 E. Green Street Perry, FL 32347 (850) 838-3500 Ext 6 lpenderb@taylorcountyfla.gov. Bid packages may also be obtained from www.taylorcountyfla.gov

**INVITATION TO BIDD**  
Grave Baptist Church, Shady Grove, FL is seeking bids for professional housekeeping services for church buildings. Bids must be well-informed. Contact: Phyllis Burroughs 850-838-4492 for Scope of Work and to visit the property. To be considered bids must be received by August 31st.

**NOTICE OF APPLICATION FOR TAX DEED**  
NOTICE IS HEREBY GIVEN, that TAYLOR COUNTY, the holder of the following certificate, has filed said certificate for a tax deed to be issued thereon. The certificate number, year of issuance, description of the property and the names in which the property was assessed are as follows:  
Certificate Number: 403  
Year of Issuance: 2019  
Description of Property:  
Parcel Number: 803335-000  
Described as: Quindana Subdivision Lots 3, 4, 5, 6, 7, 8, and 9 Block 1 Taylor County Official Record Book 730, Page 278, Located in Section 24 Township 04 Range 07 Containing .82 acres HOL. Name in which assessed: Bonnell Manning. Said property being in the County of Taylor, State of Florida, United States.

such certificate shall be returned according to law, the property described shall be sold to the highest bidder at the courthouse door on the 30th day of August, 2021 at 11:00 o'clock a.m.  
Dated the 28th day of July, 2021.  
Signature:  
Gary Knowles  
Clerk of Circuit Court  
Taylor County, Florida

**NOTICE OF APPLICATION FOR TAX DEED**  
NOTICE IS HEREBY GIVEN, that HILSON FINANCIAL SERVICES, INC. the holder of the following certificate has filed said certificate for a tax deed to be issued thereon. The certificate number, year of issuance, description of the property and the names in which the property was assessed are as follows:  
Certificate Number: 1303  
Year of Issuance: 2019  
Description of Property:  
Parcel Number: 806455-520

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Described as: Stanshach Tide Swamp Camp Lot 2 in Taylor County Official Record Book 733, Page 300. Located in Section 23 Township 04 Range 09 Containing 5.64 acres HOL. Name in which assessed: BNA GROUP LLC. Said property being in the County of Taylor, State of Florida. Unless such certificate shall be returned according to law, the property described shall be sold to the highest bidder at the courthouse door on the 30th day of August, 2021 at 11:00 o'clock a.m.  
Dated the 28th day of July, 2021.  
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## Are you looking for someone to care for your loved ones?

Well look no further! As a caregiver I will build relationships, improve their quality of life and serve elderly individuals in need of love and care. My goal will be to help individuals enjoy life by helping them to perform their simple, daily functions, meal prep, light exercise, local transportation, social interactions and light housekeeping. My compassion and diligence as a caregiver will bring joy into the lives of the clients I work with and help them feel encouraged, involved and loved.



Deborah Green, C.N.A., Personal Assistant  
(850)295-3783

## The Taylor County School District is looking for teachers

High School • Middle School • Elementary School

We are also hiring

Aides • Other Non-Instructional Positions

Starting pay for teachers is \$38,360

We offer paid holidays, two-month summer break and other benefits.

If interested please check out

<https://www.taylor.k12.fl.us/jobopenings>

## HELP WANTED

### ACCEPTING APPLICATIONS

Grounds keeper needed in Perry, FL. Seeking experience in Zero Turn Mowers, Weed eating, edging & Mowing.

Please call 850-584-8995 or 478-231-2702 to schedule an appointment to pick up an application.

Candidates must pass a background check, drug test and have reliable transportation.

Pineview & Stone Gate Apartments  
427 Puckett Rd. Perry, FL 32348  
(850) 584-8995

## HELP WANTED

### ACCEPTING APPLICATIONS

Maintenance Technician/groundskeeper needed in Perry, FL. Seeking an experienced maintenance tech. with plumbing, electrical, appliance repair, painting and grounds maintenance background.

Please call 850-584-8995 or 478-231-2702 to schedule an appointment to pick up an application.

Candidate must pass background check, drug test, have reliable transportation and provide their own hand tools.

SOUTHERN VILAS OF PERRY  
315 Puckett Rd. Perry, FL 32348  
(850) 584-8111

## NOW HIRING

West Fraser is hiring for Operator Apprentice

The Operator Apprentice position is an entry level role with the expectation that self-motivated individuals will advance into progressively skilled positions. The successful applicant will be allowed an appropriate amount of time to train for this job and must be willing to cross-train within any department.

Entry level - \$15.75/hr. \$1,000 Quarterly Bonus in 2021!

Required skills and experience include:

- High School Diploma or GED
- Minimum of six (6) months in a manufacturing or industrial environment preferred
- Ability to work outdoors in all temperatures in loud, high volume environments performing physical tasks throughout the shift
- Ability to work rotating shifts, holidays and weekends

If you are ready to build your career in a company that thrives on growth, a safe work environment, rewarding work, challenge and opportunity, come build your career with us at West Fraser: [www.westfraser.com](http://www.westfraser.com)



West Fraser

1509 S. Byron Butler Parkway | Perry, FL 32348

## Good Shepherd is NOW HIRING

### 2 Full-Time Lead Teachers

Applicants must be of the Christian faith, 18 years or older, pass a background check, have a heart for children and be dependable.

Starting pay \$14.00/hr

For more information, please apply in person at 405 East Hampton Springs Ave., Perry, FL 32347

## Big Bend Transit, Inc. NOW HIRING DRIVERS

Rates for Full-time is \$11.00/hr-\$13.00/hr

Rate for Part-time is \$14.00/hr

Apply online at

<http://www.bigbendtransit.org>

850-584-5566

## Do you want to be featured in the newspaper?

Ads can be placed by emailing Jessica at [ads@perrynewspapers.com](mailto:ads@perrynewspapers.com).

Submit content by emailing Angela at [newsdesk@perrynewspapers.com](mailto:newsdesk@perrynewspapers.com).

Submit birthdays and anniversaries by emailing Amy at [taco@perrynewspapers.com](mailto:taco@perrynewspapers.com).

# CLASSIFIEDS

## MISCELLANEOUS

**WE BUY**  
Scrap Metal and Junk Cars  
(850) 838-5883, RC

## FOR RENT

**NOW TAKING APPLICATIONS**  
FOR 1 AND 3-BEDROOM  
APARTMENTS. HED CONSTRUCTION  
Email: pavment2018@gmail.com  
Phone: (850) 584-4444 Text: (520)  
232-6651. RW

**OWN YOUR OWN MOBILE HOME?** LOOKING FOR A SPACIOUS LOT? Evered MHC, LLC, now under new ownership, has a lot for rent. This lot is perfect for a single-wide, but large enough for a double-wide. Monthly lot rent \$250. Includes water, sewer and trash dumpster. Less than three miles from shopping centers and a variety of restaurants. Applicants must pass background check. Interested parties must call (850) 584-7094 or visit 3409 US Highway 19 S. Perry, FL. 32348 EAH

Evered's MHC, LLC, now under new ownership, has RENT TO OWN OPTIONS available. Must pass background and credit check. Interested parties please apply at 3409 US Highway 19 S. Perry, FL or call (850) 584-7094. EAH

**TV SPOTS available on Beach Rd.** (850) 838-6077. JH

## FOR SALE

**SHOP EQUIPMENT FOR SALE:**  
4870 Sun Progen Rd. Perry, FL 32347. Items for sale: CNC router, 2- coordinate table saws, MIG welder, TIG welder, plasma cutter and metal beds. MUST SELL, new equipment coming. Come see and make an offer.

## SERVICES

**ATOL LAWN & FARM SERVICES**  
Licensed and Insured  
Complete Lawn Services  
Tree trimming/removal, dump truck services, hawking, bush hog mowing, rake work, dirt leveling. Call (850) 838-5996 or (850) 584-7372. AZ

**JOE COWWELL WELDING LLC**  
Welding Fabrication 3 Repair Mobile Service. (850) 843-3500.

**STEVE SMITH WELDING, SANDCASTING AND LAWN CARE.** Quality work for a reasonable price. Call for a quote! (850) 838-4551 or (850) 832-812

**MR. ROGERS POOL COMPANY**  
(Formerly Sun Pools)  
• 30 years experience.  
• Weekly services.  
• Equipment sales/repair.  
• Above and in-ground pool liner changes.  
Call (850) 295-3948. 8:00

## HELP WANTED

**POSITIONS AVAILABLE AT NORTH FLORIDA COLLEGE.**  
Madison, FL. Nursing Instructor, Full Time, CDC, Instructor-Part Time, System Support Specialist, Coordinator of Employee Services, Senior Staff Assistant, Academic Affairs, Associate Dean of Economic Development and Workforce Education. See www.nfc.edu for details. NHC

**BADDOCK MOBILE FURNITURE AND MORE** is hiring for two positions: Full-time salesperson and delivery/warehouse person (must be 21 or older for delivery). Drug testing/background check. Apply in person. No phone calls. BF

The US Postal Service, Greenville, FL, Post Office is now accepting applications for Rural Carrier Associate (RCA) Relief/Part-time position. Career Potential personal vehicle required for delivery of mail (good driving record required). \$19.06. Interested applicants must apply at: www.usps.com/careers

**GREEN'S OUTDOORS AND MORE** is now accepting applications for a cashier/cleaner (must be able to lift 50 lbs.) and parts counter help. Apply in person at 1959 Old Foley Road. Call 371-5399 for more information. GJM

## HELP WANTED

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**  
Job Vacancy Announcement  
The job description and our 24-hour application process can be found on our website at www.taylorcountyfl.com or in the lobby of the County Annex. Applicants must apply through Career Source Taylor County is an EEO employer. Engineer - full-time. Road design/assistant. part-time. Animal control officer - full-time. Roll-off Site Attendant - call-in. Mosquito Control Driver - call-in. Boat Ramp Attendant - seasonal. Fire Inspector - full-time. Custodian - part-time. Road Maintenance Tech - full-time. 4H Program Assistant - part-time. Environmental Services Secretary - full-time. Animal Control Coordinator - full-time. TCBC

**WELDERS NEEDED:** American Aluminum Accessories! CamLocker is in need of experienced Aluminum TIG Welders. There are multiple positions available. Candidates can earn up to \$16.50/hr to start for experienced Aluminum TIG Welders and rates for Specialty Welders will be negotiated based on skills and experience. AA is a Drug Free Workplace. To apply go to [ezworld.com](http://ezworld.com) and click on the "Job Openings" tab (Under Aluminum TIG - Careers At American Aluminum Accessories [ezworld.com](http://ezworld.com)) call Jess at 650-371-5124 for questions or details. AA

**BIG TOP MANUFACTURING**  
IS CURRENTLY ACCEPTING APPLICATIONS for the following positions:

- CAD Technician
  - Laser Operator
  - Finishing Operator
  - Welders
  - ChVStructural Engineer - In-Training
- Job descriptions can be found online at [bigtopshelters.com](http://bigtopshelters.com) or call (850) 534-7786 to schedule an appointment to complete an application online. Employees are provided with health, dental and vision insurance at no cost - the premiums are 100% employer-paid. Other benefits include 401(k), paid time off and life insurance. EEO/DFW

**FULL TIME LEAD MECHANIC**  
Ti-County Electric Cooperative is accepting applications for a Full Time Lead Mechanic. The candidate must have a minimum of five years of experience in vehicle maintenance and repairs, as well as a degree or certification in heavy-duty truck mechanics. Must possess or be able to obtain within 90 days of employment a Florida CDL drivers license. This position will start at \$32.50 per hour, and offers competitive benefits including a 401(k), Defined Pension plan, paid holidays, vacation time, as well as medical, dental, vision, life, and disability insurance. Ti-County is an Equal Opportunity Employer (EOE) and Drug Free Workplace (DFWP). Please send resume and completed Ti-County Employment Application Form, which is available at any TCEC office or online at [www.tcec.com](http://www.tcec.com), before August 10, 2021 to: Andrew Pankard, Ti-County Electric Cooperative, Inc. 2862 West US 90, Madison, FL 32340, 850-973-8022. TCEC

**LEGALS**  
IN THE THIRD CIRCUIT COURT IN AND FOR TAYLOR COUNTY, FLORIDA  
CASE NO. 21-183CC  
JIMMIE R. TAYLOR, vs.  
Pamela L. LINDSEY, RESPONDENT.  
NOTE: THE PETITION TO DETERMINE OWNERSHIP OF A VEHICLE  
FILED WITH THE COURT  
14 PT. FOR BEAT  
NOTICE OF ACTION  
TO: UNKNOWN RESPONDENT, LAST KNOWN REGISTRATION OWNER  
YOU ARE NOTIFIED THAT: AN ACTION OF ESTABLISHMENT OF OWNERSHIP OF PERSONAL PROPERTY DESCRIBED AT: A 14 FT. JOH. ROAD, VMC NUMBER IS 1W15ST1LANS27, AND LOCATED AT 4842 SUE PROGEN RD., PERRY, FL 32347, HAS BEEN FILED AGAINST YOU AND YOU ARE REQUIRED TO HAVE A COPY OF YOUR WRITTEN OBJECTIONS, IF ANY, TO JIMMIE R. TAYLOR WHOSE ADDRESS IS 4842 SUE PROGEN RD., PERRY, FL 32347, ON OR BEFORE AUGUST 26, 2021, AND FILE THE ORIGINAL WITH THE CLERK OF THIS COURT AT: PO BOX 820, PERRY FL 32348, BEFORE SERVICE ON PETITIONER OR IMMEDIATELY THEREAFTER. IF YOU FAIL TO DO SO, A DEFAULT MAY BE ENTERED FOR THE RELIEF DEMANDED. IN THE PETITION WRITERS WE HAVE ASKED THAT OF THIS COURT ON THE 23RD DAY OF MAY, 2021, AT TAYLOR COUNTY, FLORIDA  
Clerk of Court  
Ray Salinas-Cruz  
Deputy Clerk

## LEGALS

**IN THE THIRD CIRCUIT COURT IN AND FOR TAYLOR COUNTY, FLORIDA**  
CASE NO. 21-183CC  
Cory Coleman, Plaintiff vs.  
Raymond G. Dind and Marie Lantz, last known respondents.  
You are notified that an action of establishment of ownership of personal property described as a 1985-COMAR, 36-11 motor home, VIN number is C4611207114533274 and located at 201 400 5th Ave. West, Palm Bay, FL 32909, has been filed against you, and you are required to have a copy of your written objections, if any, to Cory Coleman, whose address is 4987 SE 7th St., Homestead, FL 33055, on or before August 16, 2021, and file the original with the Clerk of the Court at the Court at P.O. Box 820, Perry, FL 32348 before service on petitioner or immediately thereafter. If you fail to do so, a default may be entered for the relief demanded. In the petition writers we have asked that of this court on the 23rd day of May, 2021, at Taylor County, Florida  
Clerk of Court  
Ray Salinas-Cruz  
Deputy Clerk

**Good Shepherd Is NOW HIRING**  
2 Full-Time Lead Teachers  
Applicants must be of the Christian faith, 18 years or older, pass a background check, have a heart for children and be dependable.  
Starting pay \$14.00/hr  
For more information, please apply in person at: 405 East Hampton Springs Ave., Perry, FL 32347

## LEGALS

**NOTICE OF ACTION**  
To: Raymond G. Dind and Marie Lantz, last known respondents.  
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Clerk of Court  
Ray Salinas-Cruz  
Deputy Clerk

**NOTICE IS HEREBY GIVEN TO**  
DANIELA KACHULAK-FLORIDA  
THESIS AGREEMENT IS MADE ON 2013 FORD ESCAPE SE VIN: 1FMCU0H4DJKC02384  
FOR THE A. HONORABLE JUDGE JIMMY D. TAYLOR, JR. 07/25/2021. Vehicle will be auctioned on the 30th day of AUGUST 2021 at 9:00 a.m. at Thomas Chevrolet, 2124 S. Border Street, Perry, Perry, FL (850) 584-4221 or F.S. 713.78

**IN THE THIRD CIRCUIT COURT IN AND FOR TAYLOR COUNTY, FLORIDA**  
CASE NO. 21-183CC  
JIMMIE R. TAYLOR, vs.  
Pamela L. LINDSEY, RESPONDENT.

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Clerk of Court  
Ray Salinas-Cruz  
Deputy Clerk

**Boiled peanuts**  
• \$7 qt bag  
• \$25 gallon bag  
Eggs  
• \$1.30 per dozen  
Call, text or stop by! (850) 843-0923 (850) 371-2264 3080 S. Dixie Hwy

**2nd and 4th Thursdays 6-9 p.m.**  
Senior Center  
Dining Hall  
Open to the public  
No Alcohol  
Hosted by VFW Post 9225

**50+ GO**

**2nd and 4th Thursdays 6-9 p.m.**  
Senior Center  
Dining Hall  
Open to the public  
No Alcohol  
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**Good Shepherd Is NOW HIRING**  
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## LEGALS

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The Taylor County Board of County Commissioners is soliciting bids for the LEASING OF THE GROES 1/4) OF MAPLEWOOD BERRIES. Qualified firms or individuals desiring to provide this service, services must submit their bid package in an envelope or similar package marked: Sealed bids for THE LEASING OF THE GROES 1/4) OF MAPLEWOOD BERRIES IN TAYLOR COUNTY, FLORIDA to the Clerk of Court, 201 East Green Street, Perry, Florida 32347 to arrive no later than 4:00 p.m., local time, on August 11, 2021. All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted. Bids will be opened and responses announced at 9:00 a.m. local time, or as soon thereafter as practical, on August 17, 2021, at the Taylor County Administration Complex, 201 East Green Street, Perry, Florida 32347. The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw its bid at any time or waive any irregularities in the bid process. The County reserves the right to award any contract to the bidder/contractor which it deems to be the most advantageous to the County. The County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, may reserve the right to assign a local business preference in the award of the contract (5%) of the bid price, 100 FAYO BIDS WILL BE ACCEPTED. The additional information and a bid package may be obtained from: LATHAM PETERSON 201 E. Green Street Perry, FL 32347 (850) 838-1000 Fax: (850) 838-1000. Bids must be received by the County on or before August 11, 2021, at 4:00 p.m. local time. Bids received after this time will not be considered.

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## Marsha Durden

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**From:** Classifieds <classifieds@perrynewspapers.com>  
**Sent:** Wednesday, July 28, 2021 9:39 AM  
**To:** Marsha Durden  
**Subject:** Re: SAW PALMETTO BERRIES NOTICE 2021

Good morning,

Just confirming that this was in today's paper and will also be in the Aug. 4 paper.

Thanks!

Thank you,  
Caitlyn Burchett  
Perry Newspapers  
(850) 584-5513  
Follow us on Facebook at: <https://www.facebook.com/PNewspapers/>.

On Jul 26, 2021, at 8:27 AM, Perry Newspapers Ads <[ads@perrynewspapers.com](mailto:ads@perrynewspapers.com)> wrote:

Begin forwarded message:

**From:** Marsha Durden <[mdurden@taylorcountygov.com](mailto:mdurden@taylorcountygov.com)>  
**Subject:** SAW PALMETTO BERRIES NOTICE 2021  
**Date:** July 23, 2021 at 4:59:26 PM EDT  
**To:** Perry Newspapers Ads <[ads@perrynewspapers.com](mailto:ads@perrynewspapers.com)>

Good afternoon

Can you please advertise the attached bid notice in the paper for July 28<sup>th</sup> and the August 4<sup>th</sup> editions?

Thanks so much

Marsha Durden

<SAW PALMETTO BERRIES NOTICE 2021.docx>