

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

MONDAY, OCTOBER 5, 2020  
6:00 P.M.

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

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

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

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

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

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

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

If you wish to view the meeting on Facebook you must have a Facebook profile. Search under  
Taylor Bocc and you can view the meeting at 6:00 pm. The Facebook livestream will not be  
monitored for questions or comments, please call the conference call number if you wish to  
speak.

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

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE TO AMEND COUNTY ORDINANCE NO. 2005-3, TO CREAT AN EXCEPTION FROM CONNECTING TO THE TAYLOR COASTAL WATER & SEWER DISTRICT.
5. THE BOARD TO RECEIVE BIDS FOR CONSTRUCTION OF THE EAST & NORTH ELLISON ROAD WIDENING/RESURFACING PROJECT, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
6. THE BOARD TO RECEIVE BIDS FOR CONSTRUCTION OF THE HINGSON TANNER ROAD AND ELLISON FRITH ROAD PROJECTS, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

CONSENT ITEMS:

7. EXAMINATION AND APPROVAL OF INVOICES FROM SEPTEMBER 22, 2020 AND OCTOBER 5, 2020.
8. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE CARES ACT FUND, AS SUBMITTED BY DONNIELLE WELCH, FINANCE DIRECTOR.

9. THE BOARD TO CONSIDER APPROVAL OF FIVE (5) YEAR CONTRACT RENEWAL (\$2,577 ANNUALLY) WITH JOHNSON CONTROLS, FOR THE INSPECTION AND DIAGNOSTIC TESTING FOR THE FIRE ALARM, WET SPRINKLER SYSTEM AND BACKFLOW SYSTEM LOCATED AT THE TAYLOR COUNTY JAIL, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
10. THE BOARD TO CONSIDER RATIFYING THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON LEASE AMENDMENT NO. P00015 WITH THE VETERANS' ADMINISTRATION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
11. THE BOARD TO CONSIDER APPROVAL OF STATE AID TO LIBRARIES GRANT AGREEMENT WITH THE STATE OF FLORIDA, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
12. THE BOARD TO CONSIDER APPROVAL OF APPLICATION AND POLICY SCHEDULE FOR CATASTROPHIC INMATE MEDICAL INSURANCE FROM HUNT INSURANCE GROUP, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
13. THE BOARD TO CONSIDER APPROVAL OF ANNUAL CONTRACT WITH NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (NCFRPC) FOR PLANNING SERVICES FOR THE 2020/2021 FISCAL YEAR, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.
14. THE BOARD TO CONSIDER APPROVAL OF ANNUAL CORE CONTRACT FOR 2020-2021 BETWEEN FLORIDA DEPARTMENT OF HEALTH IN TAYLOR COUNTY AND TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, AS AGENDAED BY PADRAIC JUAREZ, TAYLOR COUNTY HEALTH DEPARTMENT.
15. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL AIRPORT GENERAL CONSULTING SERVICES BETWEEN THE BOARD OF COMMISSIONERS AND AVCON, INC., AS AGENDAED BY MELODY COX, GRANTS WRITER.
16. THE BOARD TO CONSIDER APPROVAL OF FIRST AMENDMENT TO FLORIDA HOUSING FINANCE CORPORATION (SHIP PROGRAM) CORONAVIRUS RELIEF FUND (CRF) SUB-RECIPIENT AGREEMENT, AS AGENDAED BY THE GRANTS WRITER.

- 16-A. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT TO SHIP PROGRAM CORONA VIRUS RELIEF FUND (CRF) POLICIES, TO ASSIST PRE-1994 MOBILE HOMES WITH MORTGAGE AND RENTAL PAYMENT ASSISTANCE RELATED TO LOSS OF INCOME DUE TO THE CORONA VIRUS.
17. THE BOARD TO CONSIDER RATIFYING THE SIGNATURE OF THE CHAIRPERSON ON THE STANDARD GRANT AGREEMENT BETWEEN TAYLOR COUNTY AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) - FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO BE USED FOR IMPROVEMENTS AT TAYLOR COUNTY SPORTS COMPLEX, AS AGENDAED BY THE GRANTS WRITER.
18. THE BOARD TO CONSIDER RATIFYING THE SIGNATURE OF THE CHAIRPERSON ON THE STANDARD GRANT AGREEMENT BETWEEN TAYLOR COUNTY AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) - FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO BE USED FOR IMPROVEMENTS AT SOUTHSIDE PARK, AS AGENDAED BY THE GRANTS WRITER.
19. THE BOARD TO CONSIDER APPROVAL OF BID COMMITTEE RECOMMENDATION FOR AWARD OF THE DEMOLITION AND RECONSTRUCTION OF ONE (1) HOME THROUGH THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP), AS AGENDAED BY THE GRANTS WRITER.

PUBLIC REQUESTS:

20. THE BOARD TO CONSIDER REQUEST TO WAIVE PENALTIES TO-DATE OR STAY ACCRUAL OF FINES NUNC PRO TUNC TO MAY 17, 2020 AND TO STAY ACCRUAL OF FINES GOING FORWARD, UNTIL THE CIRCUIT COURT FOR TAYLOR COUNTY ISSUES A RULING (DOWLING APPEAL), AS REQUESTED BY BRIAN RODGERS, SENIOR ASSOCIATE WITH ROBINSON, KENNON AND KENDRON, P.A.
21. JACK SMITH, FLORIDA FOREST SERVICE AREA SUPERVISOR, AND JARED BEAUCHAMP, FLORIDA FOREST SERVICE SENIOR FORESTER, TO APPEAR TO PRESENT THE ANNUAL REPORT ON COOPERATIVE FORESTRY ASSISTANCE AND FOREST PROTECTION PROGRAMS.
22. THE BOARD TO CONSIDER REQUEST TO APPOINT ONE (1) MEMBER TO THE TAYLOR WATER AND SEWER DISTRICT BOARD, AS AGENDAED BY LYNETTE SENTER, TW&SD OFFICE MANAGER.



**GENERAL BUSINESS:**

- 23. THE BOARD TO DISCUSS SOLID WASTE ASSESSMENT FOR RECREATIONAL VEHICLES (RV) AND HUNTING CAMPS.
- 24. THE BOARD TO DISCUSS ADDITIONAL DOCKAGE FOR CRABBERS TO LOAD AND UNLOAD TRAPS, SO THERE IS NO INTERFERENCE WITH RECREATIONAL FISHERMEN.

**COUNTY ATTORNEY ITEMS:**

- 25. THE COUNTY ATTORNEY TO DISCUSS REVISED ORDINANCE NO. 2017-07, SMALL COUNTY SURTAX, AND NOTICE AMENDING ORDINANCE.

**COUNTY ADMINISTRATOR ITEMS:**

- 26. THE BOARD TO CONSIDER APPROVAL OF THE CARES ACT PHASE 1 EXPENDITURE REQUESTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 27. THE BOARD TO DISCUSS EXECUTIVE ORDER 20-244, THE CURRENT LOCAL STATE OF EMERGENCY AND COUNTY OPERATIONS AND FACILITIES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 28. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
- 29. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
- 30. 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.

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

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

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

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013

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

September 3, 2020

VIA E-MAIL AND REGULAR MAIL

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

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

Mr. Joseph R. Boyd  
Attorney at Law  
1407 Piedmont Drive East  
Tallahassee, Florida 32308

Donald R. Curtis, III  
Attorney at Law  
103 North Jefferson Street  
Perry, Florida 32347

Re: Taylor Coastal Water and Sewer District; Prop Amendment to Ordinance  
2005-3

Dear Annie Mae, LaWanda, Ray and Joe:

Please find enclosed the revised Ordinance in the above cause.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/kp

Enclosure

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

**AN ORDINANCE OF TAYLOR COUNTY, FLORIDA; TO AMEND ORDINANCE 2005-3 (COUNTY CODE §66-150 AND §66-151), CREATING AN EXCEPTION FROM CONNECTING TO THE TAYLOR COASTAL WATER AND SEWER DISTRICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH.**

**WHEREAS**, in accordance with Florida Statutes, Chapter 153.53, the Florida Legislature granted the Board of County Commissioners the power to establish water and sewer districts in unincorporated areas; and

**WHEREAS**, the County had previously established the same (known as the Taylor Coastal Water and Sewer District – hereinafter “TCWSD”) by passing Ordinance 2005-3 (later codified as Taylor County Code §66-150 and §66-151; and

**WHEREAS**, §66-150 requires “...the owner, tenant or occupant of each lot or parcel of land within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter.”; and

**WHEREAS**, §66-151 requires “...the owner, tenant or occupant of each lot or parcel of land within the district which abuts upon a street or other public way containing a water line as a part of such water facility served or which may be served by such water facility and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, shall, connect with such building such water facility, and shall cease to use any other water for potable purposes and, further, prohibiting from allowing any of said water from a source other than the public water system from entering any potable water line or lines on said property or elsewhere.”; and

**WHEREAS**, The TCWSD has advised that, due to restrictions on its USDA funding, it can “...only serve development that was in existence (including platted areas) at that time.”; and

**WHEREAS**, that leaves certain property owners within the TCWSD service area that are within proximity of TCWSD infrastructure unable to connect to said TCWSD infrastructure, and thus be unable to obtain potable water or sewerage disposal; and

**WHEREAS**, the County wishes to amend its Code of Ordinances in order to permit such property owners a means with which to obtain potable water and sewerage disposal.

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

**SECTION 1. Recitals.**

The foregoing recitals are true and correct and incorporated herein by reference.

**SECTION 2. Amendment of Code.**

**Chapter 66, Article IV, Section 66-150, shall be amended as follows:**

**Section 66-150. - Connection with sewer system.**

Upon the construction of sewerage facilities under the provisions of this article, so long as the district is otherwise able to provide sewerage disposal service, the owner, tenant or occupant of each lot or parcel of land (to be referred to herein as the "Possessory Owner") within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter. All such connections shall be made in accordance with rules and regulations and may provide for a charge for making any such connection in such reasonable amount as the board may fix and establish. After Possessory Owner has requested, in writing, connection of sewage facilities, and has received written response from the district that Possessory Owner is either not required by the district to connect with such sanitary sewer system, or that the district is unable to permit connection with such sanitary sewer system, then said Possessory Owner may employ such other privately maintained system as otherwise permitted by law. The district will then issue Possessory Owner a Sewer Exemption Form outlining that said Possessory Owner is either not required by the district to connect with such sanitary sewer system, or that the district is unable to permit connection with such sanitary sewer

system, and nothing contained herein shall obligate the district to take responsibility for any sewage facilities constructed for use by Possessory Owners within the district's service area. Possessory Owner must record said Sewer Exemption Form within thirty (30) days of its' execution in the Official Records of Taylor County, Florida. This article being necessary for the welfare of the inhabitants of the district shall be liberally construed to affect the purpose thereof.

**Section 66-150. - Connection with water system.**

Upon the acquisition or construction of water facilities under the provisions of this act, so long as the district is otherwise able to provide potable water system, the owner, tenant or occupant of each lot or parcel of land (to be referred to herein as the "Possessory Owner") within the district which abuts upon a street or other public way containing a water line as a part of such water facility served or which may be served by such water facility and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, shall, connect with such building such water facility, and shall cease to use any other water for potable purposes and, further, prohibiting from allowing any of said water from a source other than the public water system from entering any potable water line or lines on said property or elsewhere. All such connections shall be made in accordance with rules and regulations and may provide for a charge for making any such connection in such reasonable amount as the board may fix and establish. After Possessory Owner has requested, in writing, connection to the district's potable water system, and has received written response from the district that Possessory Owner is either not required by the district to connect with such potable water system, or that the district is unable to permit connection with such potable water system, then said Possessory Owner may employ such other privately maintained system as otherwise permitted by law. The district will then issue Possessory Owner a Water Exemption Form outlining that said Possessory Owner is either not required by the district to connect with such potable water system, or that the district is unable to permit connection with such potable water system, and nothing contained herein shall obligate the district to take responsibility for any potable water facilities constructed for use by Possessory Owner within the district's service area. Possessory Owner must record said Water Exemption Form within thirty (30) days of its' execution in the Official Records of Taylor County, Florida. This article being necessary for the welfare of the inhabitants of the district shall be liberally construed to effect the purpose thereof.

**SECTION 3. Severability.**

It is the intention of the Board of County Commissioners, that the provisions of this ordinance shall become and be made a party of the Taylor County Code; and that the section of this Ordinance may be renumbered or re-lettered and word "ordinance" may change to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

**SECTION 4. Effective Date.**

This ordinance shall become effective immediately upon receipt of official acknowledgement from the office of the Secretary of State of Florida that this ordinance has been filed in said office.

**PASSED and ADOPTED** in regular session by the Board of County Commissioners of Taylor County, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

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

ATTEST:

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

(8)

R E S O L U T I O N

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

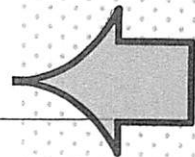
**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2021.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 940,906	198-3899010	FDEM/CARES Act - Carry Forward
\$ 940,906	2201-53401	Contractual Services

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 5th day of October, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman



**SIGN  
& DATE**

**CARES Act funding received but not expended in FY20 - needs to be budgeted in FY21**



## CARES ACT FUNDING AGREEMENT

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

This agreement is entered into based on the following representations:

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

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

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

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

(2) CONTACT

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

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

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

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

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

(3) TERMS AND CONDITIONS

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

(4) EXECUTION

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

(5) MODIFICATION

This agreement may not be modified.

(6) PERIOD OF AGREEMENT

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

(7) FUNDING

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

with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.

- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- d. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the Division because of any breach of this Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

**(17) ATTACHEMENTS**

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

**(18) PAYMENTS**

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

**(19) REPAYMENTS**

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

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

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

**(20) MANDATED CONDITIONS AND OTHER LAWS**

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

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A FIVE YEAR CONTRACT RENEWAL WITH JOHNSON CONTROLS FOR THE TAYLOR COUNTY JAIL.

**MEETING DATE REQUESTED:**

OCTOBER 5, 2020

**Statement of Issue:** TO RENEW SERVICE SOLUTION AGREEMENT WITH THE TAYLOR COUNTY JAIL.

**Recommended Action:** APPROVE THE CONTRACT RENEWAL

**Fiscal Impact:** \$2,577 ANNUALLY

**Budgeted Expense:** YES

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

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THIS SERVICE SOLUTION OFFERS INSPECTION AND DIAGNOSTIC TESTING FOR THE FIRE ALARM, WET SPRINKLER SYSTEM AND BACKFLOW SYSTEM LOCATED AT THE TAYLOR COUNTY JAIL AND A 10% DISCOUNT OF SYSTEM LABOR AND PARTS AND PERIPHERALS FOR REPAIRS COMPLETED.

**Options:** APPROVE/ NOT APPROVE

**Attachments:** SERVICE SOLUTION AGREEMENT



## SERVICE SOLUTION

**Customer:**  
**Taylor County BOCC**  
**Date: 29-JUL-20**  
**Proposal #:780382**  
**Term:01-OCT-20 to 30-SEP-25**

**Billing Customer:**  
Taylor County BOCC  
PO BOX 620  
PERRY, FL 32348

**Service Location:**  
Taylor Co Jail  
589 E US Highway 27  
PERRY, FL 32347-3537

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
Tracy Maddama  
50 Technology Drive  
WESTMINSTER, MA 01441-0001  
tracy.maddamma@jci.com

### INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>Recurring Annual Investment</b>			
FIRE ALARM BASIC SERVICE OFFER			
GAMEWELL FIRE ALARM SYSTEM			
Main Fire Alarm Panel	1	Annual	
Smoke Detector Conventional	16	Annual	
Heat Detector Restorable	24	Annual	
Duct Detector Conventional	16	Annual	
Pull Station	11	Annual	
Audio-Visual Notification Conventional	28	Annual	
Waterflow Test	1	Annual	
Tamper Switch	2	Annual	
<b>FIRE ALARM BASIC SERVICE OFFER Total:</b>			<b>\$1,823.00</b>
SPRINKLER BASIC SERVICE OFFER			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$525.00</b>
SPRINKLER BASIC SERVICE OFFER			
BACKFLOW SYSTEM			
Backflow Preventer-Domestic	2	Annual	
<b>SPRINKLER BASIC SERVICE OFFER Total:</b>			<b>\$229.00</b>



## SERVICE SOLUTION





# SERVICE SOLUTION

## SUMMARY OF SERVICES

### SPRINKLER BASIC SERVICE OFFER - BACKFLOW SYSTEM

#### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

#### DOCUMENTATION:

Accessible components and devices logged for:

Test results

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

In addition to the forward flow test required, For employees that are certified in backflow preventers, a back flow test meeting the requirements of the local water purveyor is to be performed annually

### FIRE ALARM BASIC SERVICE OFFER - GAMEWELL FIRE ALARM SYSTEM

#### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. System labor discount on parts and peripherals of 10%. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

#### DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested, including system address or zone location

Test results and applicable voltage readings

any discrepancies found noted

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

### SPRINKLER BASIC SERVICE OFFER - WET SPRINKLER SYSTEM

#### TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

#### DOCUMENTATION:

Accessible components and devices logged for:

Test results

Any discrepancies found noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.



## SERVICE SOLUTION

Annual Wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

### **Customer Portal (Basic)**

Basic Customer Portal functionality will be provided.

### **System labor discount on parts and peripherals of 10%**

System labor discount on parts and peripherals of 10%

### **System parts discount on parts and peripherals of 10%**

System parts discount on parts and peripherals of 10%





## **SERVICE SOLUTION**

### **SPECIAL PROVISIONS**

Basic Inspection Reporting

Customer Portal (Basic)

System labor discount on parts and peripherals of 10%

System parts discount on parts and peripherals of 10%



## SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Taylor County BOCC** and is effective **01-OCT-20** to **30-SEP-25** (the "Initial Term").

**PAYMENT TERM:** *One Payment in Advance*

Initials

*For applicable taxes, please check section 3 of Terms & Conditions*

**TOTAL ANNUAL AMOUNT:** **\$2,577.00** - **Proposal # : 780382**

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

**Taylor County BOCC**

**Johnson Controls Fire Protection LP**

Signature: \_\_\_\_\_

Tracy Madmama

Print Name: \_\_\_\_\_

Phone #: 866-275-5189

Title: \_\_\_\_\_

Phone#: \_\_\_\_\_

License #: \_\_\_\_\_  
(If Applicable)

Email: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

PO#: \_\_\_\_\_  
(Optional)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Please Check one of the applicable boxes indicating PO requirements for every year and Initial

NA ☐ Need New PO every Year ☐ PO good for full term of agreement ☐ Initial

## TERMS AND CONDITIONS

1. **Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. **Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of

Company's applicable proposal or quotation. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM**

**ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. **Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;

- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further

perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**16. Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

**17. Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**B Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from

liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion

terminate this Agreement with respect to Monitoring services upon notice to Customer.

#### **F. Communication Facilities.**

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services



may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

**18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING.** Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

**19. Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**20. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**21. Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**22. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**23. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**24. Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation),

epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**25. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**26. Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**27. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**28. Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**29. One-Year Limitation on Actions; Choice of Law.** No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**30. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

**31. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**32. Headings.** The headings in this Agreement are for convenience only.

**33. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**34. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.



**35. Legal Fees.** Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**36. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**



THE BOARD TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON LEASE AMENDMENT NO. P00015 WITH THE VETERAN'S ADMINISTRATION.

**MEETING DATE REQUESTED:**

OCTOBER 5, 2020

**Statement of Issue:** TO RECEIVE FUNDING FOR THE VA CLINIC LEASE

**Recommended Action:**

**Fiscal Impact:** \$1,071.19 MONTHLY

**Budgeted Expense:** YES

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

**Contact:**

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** THIS SUPPLEMENTAL AGREEMENT IS FOR YEAR 6 OF A 10 YEAR LEASE TERM. THE MONTHLY RENTAL RATE IS \$1,071.19 AND TAYLOR COUNTY PAYS THE UTILITIES AND OPERATING COSTS.

**Options:**

**Attachments:** LEASE AMENDMENT



## US DEPARTMENT OF VETERANS AFFAIRS

LEASE AMENDMENT NO. 900015

## LEASE AMENDMENT

TO LEASE NO. VA248-13-L-0077

## ADDRESS OF PREMISES

**PERRY VA CLINIC**  
1224 NORTH PEACOCK AVENUE

PERRY FL 32347

THIS AMENDMENT is made and entered into between  
TAYLOR, COUNTY OF  
whose address is

201 E GREEN ST

PERRY FL 32347

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby  
acknowledged, covenant and agree that the said Lease is amended, effective 10-01-2020 as follows:

GSAM 552.270-14 CHANGES

THIS SUPPLEMENTAL LEASE AGREEMENT (SLA) IS HEREBY ISSUED TO SET OUT FISCAL YEAR FUNDING FOR THE LEASE TERM OF  
OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021, 12 MONTHS.

The above lease term marks the beginning of the sixth (6) year of a ten (10) year lease. The current lease elements  
are set out as follows:

1. Net Usable Square Feet of the space is 1,586.
2. The only costs associated with this lease is the annual Shell Cost of \$12,854.28 at \$8.11 per NUSF.
3. The monthly rental rate is \$1071.19.
4. The Government is responsible for all Operating Costs, except Garbage Disposal Services.

Funds for this action are covered under IFCAP Obligation Number 573-C-12075.

This Lease Amendment contains \_\_\_\_\_ pages.  
All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

## FOR THE LESSOR:

Signature: Lalwanda Pemberton  
Name: Lalwanda Pemberton  
Title: County Administrator  
Entity Name: Taylor County Board of County Comm.  
Date: 9/29/2020

## FOR THE GOVERNMENT:

Signature: Rachel Griner  
Name: RACHEL GRINER  
Title: Lease Contracting Officer  
Department of Veterans Affairs  
Date: 9/29/2020

## WITNESSED FOR THE LESSOR BY:

Signature: Marsha A. Darden  
Name: Marsha A. Darden  
Title: Assistant County Administrator  
Date: 09/29/2020

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

**THE BOARD TO CONSIDER APPROVAL STATE AID TO  
LIBRARIES GRANT AGREEMENT WITH THE STATE OF  
FLORIDA.**



**MEETING DATE REQUESTED:**

**OCTOBER 5, 2020**

**Statement of Issue:**

**TO ENTER INTO STATE AID AGREEMENT FOR THE  
PUBLIC LIBRARY.**

**Recommended Action:**

**APPROVE AGREEMENT**

**Fiscal Impact:**

**\$60,030**

**Budgeted Expense:**

**Yes**

**Submitted By:**

**LAWANDA PEMBERTON, COUNTY ADMINISTRATOR**

**Contact:**

**850-838-3500 EXT 6**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: STATE AID TO LIBRARIES GRANT FUNDING IS  
BUDGETED TO PAY SALARIES/WAGES FOR A FULL TIME PROGRAM ASSISTANT,  
A PART TIME LIBRARY TECHNICIAN AND A PART CUSTODIAN AT THE PUBLIC  
LIBRARY.**

**IN ORDER TO BE ELIGIBLE TO RECEIVE THE GRANT FUNDING, TAYLOR COUNTY  
SHALL MANAGE OR COORDINATE FREE LIBRARY SERVICES TO THE RESIDENTS  
OF TAYLOR COUNTY FOR THE PERIOD OF THE GRANT AGREEMENT.**

**Options:**

**APPROVE/DO NOT APPROVE**

**Attachments:**

**GRANT AGREEMENT**

**STATE AID TO LIBRARIES GRANT  
AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND**

**Taylor County Board of County Commissioners for and on behalf of Taylor County  
Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Taylor County Board of County Commissioners for and on behalf of Taylor County Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2020-21 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2018 - September 30, 2019.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2018 through June 30, 2021. The Grantee shall:

- Have a single administrative head employed full time by the library's governing body;
- Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provide access to materials, information and services for all residents of the area served; and
- Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task 1

Payment will be an advance in the amount of 50% of the grant award for the period October 1, 2018 through June 30, 2021. The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2018 - September 30, 2019;
- o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2018 - September 30, 2019 only; and
- o Provide the Certification of Credentials for the Single Administrative Head.

Payment 2, Deliverable/Task 2

Payment will be an advance in the amount of 50% of the grant award for the period October 1, 2018 through June 30, 2021. The Grantee will:

- o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement; and
- o Provide a Certification of Hours, Free Library Service and Access to Materials.

- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2018 to June 30, 2021, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2018) and concludes with the end of the State of Florida's current fiscal year (June 30, 2021).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2018 – September 30, 2019) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B. No costs incurred after the second preceding fiscal year shall be allowed unless specifically authorized by the Division.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days

of the change.

**For the Division of Library and Information Services:**

Marian Deeney, Library Program Administrator  
Florida Department of State  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399-0250  
Phone: 850.245.6620  
Email: marian.deeney@dos.myflorida.com

**For the Grantee:**

Dale Collum  
Taylor County Public Library  
403 North Washington Street Perry Florida 32347-2791  
Phone:  
Email: dcollum@3riverslibrary.com

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the Fiscal Year 2020-21 State Aid to Libraries Final Grants document (Attachment B), which shall be paid by the Division in consideration for the Grantees minimum performance as set forth by the terms and conditions of this Agreement. Payment will be made in accordance with the completion of the Deliverables.

The grant payment schedule is outlined below:

- a) The first payment will be 50% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
- b) The second payment will be 50% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit [myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf](http://myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf). The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [flvendor.myfloridacfo.com/](http://flvendor.myfloridacfo.com/). A copy of the Grantee's Florida Substitute Form W-9 must

**be submitted by the Grantee to the Division before or with the executed Agreement.**

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

10. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (as of January 2020), incorporated by reference, which are available online at <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service’s Reference Guide for State Expenditures (as of January 2020) (<https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>), incorporated by reference.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.
15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.
19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
  - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;

- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
  - d) The name of the account(s) must include the grant award number;
  - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
  - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
20. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
21. **Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
22. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
23. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
24. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.



- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
  2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
32. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs

unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 ([ada.gov](http://ada.gov) (as of January 2020)), incorporated by reference).
37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

**38. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2020-21 State Aid to Libraries Final Grants (Attachment B)

**The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.**

**Grantee:**

**Department of State**

By: \_\_\_\_\_

By: \_\_\_\_\_

Chair of Governing Body or Chief Executive Officer

\_\_\_\_\_  
Typed name and title

Amy Johnson, Director  
Division of Library and Information Services  
Department of State, State of Florida  
Typed name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk or Chief Financial Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT A

### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### **AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

#### **Monitoring**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### **Audits**

##### **Part I: Federally Funded**

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

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements, the cost of the audit must be

paid from non-federal resources (i.e. the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

## **Part II: State Funded**

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.* ; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.* , and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)  
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)  
<http://www.leg.state.fl.us/>

## **Part III: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
  - A. The Department of State at each of the following addresses:

Office of Inspector General

Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State at each of the following addresses:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97 F.S. and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part IV: Record Retention**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

## **EXHIBIT – 1**

### **FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Not applicable.

### **COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable.

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

#### **MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

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

Florida Department of State, State Aid to Libraries;

CSFA Number. 45.030

Award Amount: See Attachment B.

### **COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.



**ATTACHMENT B**  
**Fiscal Year 2020-21 State Aid to Libraries Final Grants**

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**


THE BOARD TO CONSIDER APPROVAL OF AN APPLICATION AND POLICY SCHEDULE FOR CATASTROPHIC INMATE MEDICAL INSURANCE FROM HUNT INSURANCE GROUP, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

OCTOBER 5, 2020

**Statement of Issue:**

THIS IS A ONE YEAR POLICY RENEWAL ADMINISTERED THROUGH HUNT INSURANCE GROUP, LLC, BUT WITH A NEW CARRIER SIRIUS AMERICA. THE CURRENT YEAR'S PREMIUM IS \$15.77 PER MONTH PER INMATE WHICH IS \$17,031.60 ANNUALLY.

**Recommended Action:** APPROVE

**Fiscal Impact:** \$17,031.60

**Budgeted Expense:** YES

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

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** THE POLICY HAS A \$40,000 DEDUCTIBLE AND WILL REQUIRE THAT STAFF OBTAIN CONTRACT WITH PROVIDERS THAT WOULD NEGOTIATE PAYMENT AT 150% OF MEDICARE ALLOWED.

**Options:** APPROVE/NOT APPROVE

**Attachments:** APPLICATION AND POLICY SCHEDULE

**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** 8744 - Facilities Support Management Services  
*Please describe type of entity or type of business that will own policy*
- e. **Requested Effective Date** October 1, 2020  
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** ☒ 90 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 \_\_\_\_\_ Per Covered Person \$ \_\_\_\_\_
- 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 October 1, 2020 through September 30, 2021  
enter date enter date  
 and Paid from October 1, 2020 through March 31, 2022  
enter date 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  
 Inmate

Premium Rate  
 \$ 15.77 Number Covered  
90

Other—please describe

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

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>	Payment is based on lesser of the amount paid or <u>150</u> % of Medicare.
<b>Ambulance</b>	Payment is based on lesser of the amount paid or <u>150</u> % of Medicare.
<b>DME</b>	Payment is based on lesser of the amount paid or <u>150</u> % of Medicare.
<b>Pharmaceutical</b>	Limited to those provided and administered during a Hospital Stay, Specialty drugs are excluded from coverage.
<b>Outpatient</b>	Payment is based on lesser of the amount paid or <u>150</u> % of Medicare.
<b>Professional</b>	Payment is based on lesser of the amount paid or <u>150</u> % of Medicare.
<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.

**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 \$ 17,031.60  
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 \_\_\_\_\_, 2020

\_\_\_\_\_  
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 consider approval of annual contract with North Central Florida Regional Planning Council (NCFRPC) for Planning Services

**MEETING DATE REQUESTED:**

October 5, 2020

**Statement of Issue:** Request for Board approval of contract for Planning Services with the North Central Florida Regional Planning Council (NCFRPC) for 2020/2021.

**Recommended Action:** Approve contract.

**Fiscal Impact:** \$12,500

**Budgeted Expense:** Yes

**Submitted By:** Danny Griner

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The NCFRPC has provided planning services for the County through a contractual agreement for numerous years. The services provided include, but are not limited to, Future Land Use Map amendment processing, statutorily required comprehensive plan amendment processing, land development code amendment processing, public notice preparation for legal and display advertisements, state agency notification of amendments, data and analysis calculations for required amendments, concurrency calculation review for amendments, negotiation with the Department of Economic Opportunity and consultation with county staff. The contract price was at one time \$23,500; however, due to the budgetary constraints faced by the County, the Council agreed to continue to perform the service for \$12,500.

Planning staff deems a contractual agreement with the Planning Council to be a necessity for operation of the planning responsibilities of the County. The actions performed by the Council for previous issues, such as; Evaluation & Appraisal Reports, capital improvement amendment, public school facilities element and associated interlocal agreement has allowed the county to move forward without acting in a reactionary manner and not being subject to the repercussions of missed deadlines that are common with such mandated amendments.

Planning staff respectfully requests the County Commission approve the attached contract in the amount of \$12,500 for 2020/2021.

- Options:**
1. Approve contract.
  2. Choose not to approve contract.

**Attachments:** Copy of contract.



FISCAL YEAR 2021

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS  
OF TAYLOR COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

### ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2020 and shall end on September 30, 2021. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

### ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

### ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

### ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

## ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

## ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

## ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Administrator of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

## ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Taylor County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Taylor County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

## ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

## ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS  
OF TAYLOR COUNTY

Attest:

Seal

---

Annie Mae Murphy  
County Clerk

---

Pam Feagle  
Chair

NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL

Attest:

Seal

---

Scott R. Koons  
Executive Director

---

Charles S. Chestnut IV  
Chair

7

APPENDIX A  
SCOPE OF SERVICES  
FOR THE  
FISCAL YEAR 2021  
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Padraic Juarez, Administrator to request approval of the annual Core Contract between the Florida Department of Health in Taylor County and the Taylor BOCC.

**Meeting Date:**

October 5, 2020

**Statement of Issue:** This agenda item requests Board approval of the annual core contract with the

Taylor County Health Department (TCHD) and approve an amendment to TCHD authorized Fee Schedule. Please see attachment #1 and 2 respectively.

**Recommendation:** Approval of contract and fee schedule amendment

**Fiscal Impact:** \$ ~~0.00~~ 50,000 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** Charlotte Sorrell for Padraic Juarez

**Contact:** Charlotte Sorrell or Padraic Juarez (850) 584-5087

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Required by Florida Statutes to have annual Core Contract between BOCC and CHDs for every county. No changes have been made to the contract's boilerplate language; same as last five years, if not longer. This contract outlines the fiscal and services provided by both the county and the CHD will perform.

The contract assures the count that specific services and functions will be provided by the state through the local CHD. The contract does include a termination clause should it be needed.

Below you will find the proposes fees for the 2020-2021, there are 4 new fees and 1 proposed amended fees for your consideration

Service Description	2018-2019	2019-2020	Proposed 2019-2020
*Lead Water Sample Analysis	\$0.00	\$0.00	\$75.00
*Nitrate Water Sample Analysis	\$0.00	\$0.00	\$75.00
*Enterococcus/Fecal Streptococcus Analysis (Surface Water Testing)	\$0.00	\$0.00	\$40.00
PPE Supply Fee	\$0.00	\$0.00	\$10.00
Bacterial Water Sample Analysis	\$20.00	\$30.00	\$35.00

\*Lead Water Sample: The Limited Use Well program requires well owners to test their wells for Nitrates and Lead every 3 to 5 years. Since Department of Health requires this test, we should have a fee for the service in the fee schedule.

\*Nitrate Water Sample: The Limited Use Well program requires well owners to test their wells for Nitrates and Lead every 3 to 5 years. Since Department of Health requires this test, we should have a fee for the service in the fee schedule.

\*Enterococcus/Fecal: This test is available for the public if they want surface water tested. Enterococcus Analysis is used for saltwater testing and Fecal Streptococcus Analysis is used for freshwater testing of bacteria levels.

**Options:**

1. Approve the Core Contract and fees
2. Disapprove the Core Contract and fees
3. Approve the Core Contract and request revision of fees

**Attachments:**

1. Core Contract
2. DOH-Taylor Amended Fee Schedule



**CONTRACT BETWEEN  
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
STATE OF FLORIDA DEPARTMENT OF HEALTH  
FOR OPERATION OF THE  
TAYLOR COUNTY HEALTH DEPARTMENT  
CONTRACT YEAR 2020-2021**

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Taylor County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2020.

**RECITALS**

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Taylor County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2020, through September 30, 2021, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local funds

and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. **FUNDING.** The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

- i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 1,436,712.00 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$50,000.00 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund  
Taylor County  
1215 North Peacock Avenue  
Perry, FL 32347

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental

Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in TAYLOR County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health

Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii. A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2021 for the report period October 1, 2020 through December 31, 2020;
- ii. June 1, 2021 for the report period October 1, 2020 through March 31, 2021;
- iii. September 1, 2021 for the report period October 1, 2020 through June 30, 2021; and
- iv. December 1, 2021 for the report period October 1, 2020 through September 30, 2021.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2021, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:

Padraic Juarez  
Name  
Administrator  
Title  
1215 N. Peacock Ave.

Perry, FL 32347  
Address  
850-584-5087  
Telephone

For the County:

LaWanda Pemberton  
Name  
Administrator  
Title  
201 E. Green St.

Perry, FL 32347  
Address  
850-838-3500  
Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.



c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this eight page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1<sup>st</sup> day of October, 2020.

**BOARD OF COUNTY COMMISSIONERS  
FOR TAYLOR COUNTY**

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

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

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

**NAME:** Pam Feagle

**NAME:** Scott A. Rivkees, MD

**TITLE:** Chair

**TITLE:** State Surgeon General

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ATTESTED TO:**

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

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

**NAME:** Annie Mae Murphy

**NAME:** Padraic Juarez

**TITLE:** Clerk of Courts

**TITLE:** CHD Director/Administrator

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ATTACHMENT I**  
**TAYLOR COUNTY HEALTH DEPARTMENT**  
**PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING**  
**COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS**

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

**ATTACHMENT I (Continued)**

- levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health Requirements as specified in Environmental Health Programs Manual 150-4\* and DHP 50-21\*
8. HIV/AIDS Program Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.
- Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9. School Health Services Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10. Tuberculosis Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11. General Communicable Disease Control Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
12. Refugee Health Program Programmatic and financial requirements as specified by the program office.

\*or the subsequent replacement if adopted during the contract period.

**ATTACHMENT II**  
**TAYLOR COUNTY HEALTH DEPARTMENT**  
**PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES**

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/20	10633	116937	127570
2. Drawdown for Contract Year October 1, 2020 to September 30, 2021	-10633	35143	24510
3. Special Capital Project use for Contract Year October 1, 2020 to September 30, 2021	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2020 to September 30, 2021	0	152080	152080

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

## ATTACHMENT II

### TAYLOR COUNTY HEALTH DEPARTMENT

#### Part II, Sources of Contributions to County Health Department

October 1, 2020 to September 30, 2021

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>1. GENERAL REVENUE - STATE</b>					
015040 CHD - TB COMMUNITY PROGRAM	15,029	0	15,029	0	15,029
015040 CORONAVIRUS GENERAL REVENUE	239,825	0	239,825	0	239,825
015040 DENTAL SPECIAL INITIATIVE PROJECTS	6,190	0	6,190	0	6,190
015040 HEALTHY BEACHES MONITORING	9,952	0	9,952	0	9,952
015040 FAMILY PLANNING GENERAL REVENUE	33,723	0	33,723	0	33,723
015040 PRIMARY CARE PROGRAM	112,960	0	112,960	0	112,960
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	72,514	0	72,514	0	72,514
015050 CHD GENERAL REVENUE NON-CATEGORICAL	397,107	0	397,107	0	397,107
<b>GENERAL REVENUE TOTAL</b>	<b>887,300</b>	<b>0</b>	<b>887,300</b>	<b>0</b>	<b>887,300</b>
<b>2. NON GENERAL REVENUE - STATE</b>					
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	1,557	0	1,557	0	1,557
015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS	136,482	0	136,482	0	136,482
015010 TOBACCO STATE & COMMUNITY HEALTHY BABY	10,000	0	10,000	0	10,000
<b>NON GENERAL REVENUE TOTAL</b>	<b>148,039</b>	<b>0</b>	<b>148,039</b>	<b>0</b>	<b>148,039</b>
<b>3. FEDERAL FUNDS - STATE</b>					
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	31,659	0	31,659	0	31,659
007000 DIABETES - PREVENT & MGT	4,650	0	4,650	0	4,650
007000 FAMILY PLANNING TITLE X - GRANT	15,351	0	15,351	0	15,351
007000 IMMUNIZATION ACTION PLAN	2,060	0	2,060	0	2,060
007000 MCH SPECIAL PRJCT UNPLANNED PREGNANCY	7,032	0	7,032	0	7,032
007000 MCH BLOCK GRANT FLORIDA'S HEALTHY BABIES	12,307	0	12,307	0	12,307
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	84,511	0	84,511	0	84,511
007000 AIDS PREVENTION	25,632	0	25,632	0	25,632
015075 SUPPLEMENTAL SCHOOL HEALTH	213,245	0	213,245	0	213,245
<b>FEDERAL FUNDS TOTAL</b>	<b>401,373</b>	<b>0</b>	<b>401,373</b>	<b>0</b>	<b>401,373</b>
<b>4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE</b>					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	12,671	0	12,671	0	12,671
001092 CHD STATEWIDE ENVIRONMENTAL FEES	49,625	0	49,625	0	49,625
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	3,584	0	3,584	0	3,584
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	535	0	535	0	535
001206 SEPTIC TANK RESEARCH SURCHARGE	495	0	495	0	495
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	125	0	125	0	125
001206 DRINKING WATER PROGRAM OPERATIONS	108	0	108	0	108
001206 TANNING FACILITIES	26	0	26	0	26
001206 ONSITE SEWAGE TRAINING CENTER	195	0	195	0	195
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	6	0	6	0	6
001206 MOBILE HOME & RV PARK FEES	340	0	340	0	340
<b>FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL</b>	<b>67,710</b>	<b>0</b>	<b>67,710</b>	<b>0</b>	<b>67,710</b>
<b>5. OTHER CASH CONTRIBUTIONS - STATE:</b>					

## ATTACHMENT II

### TAYLOR COUNTY HEALTH DEPARTMENT

#### Part II, Sources of Contributions to County Health Department

October 1, 2020 to September 30, 2021

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	10,633	0	10,633	0	10,633
OTHER CASH CONTRIBUTION TOTAL	10,633	0	10,633	0	10,633
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	8,405	8,405	0	8,405
001148 CHD CLINIC FEES	0	374,005	374,005	0	374,005
MEDICAID TOTAL	0	382,410	382,410	0	382,410
7. ALLOCABLE REVENUE - STATE:					
031005 CHD CLINIC FEES	74	0	74	0	74
031005 CHD GENERAL REVENUE NON-CATEGORICAL	602	0	602	0	602
ALLOCABLE REVENUE TOTAL	676	0	676	0	676
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	7,724	7,724
PHARMACY DRUG PROGRAM	0	0	0	857	857
WIC PROGRAM	0	0	0	576,558	576,558
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	2,484	2,484
IMMUNIZATIONS	0	0	0	14,667	14,667
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	602,290	602,290
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	50,000	50,000	0	50,000
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	50,000	50,000	0	50,000
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001077 CHD CLINIC FEES	0	18,334	18,334	0	18,334
001094 CHD LOCAL ENVIRONMENTAL FEES	0	21,900	21,900	0	21,900
001110 CHD CLINIC FEES	0	275	275	0	275
001110 VITAL STATISTICS CERTIFIED RECORDS	0	32,290	32,290	0	32,290
FEES AUTHORIZED BY COUNTY TOTAL	0	72,799	72,799	0	72,799
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	4,816	4,816	0	4,816
001090 CHD CLINIC FEES	0	894	894	0	894
005000 CHD LOCAL REVENUE & EXPENDITURES	0	41	41	0	41
007010 HEART - PREVENT & MGT	0	0	0	0	0
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	47,613	47,613	0	47,613
011000 CHD CLINIC FEES	0	2,200	2,200	0	2,200
011001 CHD HEALTHY START COALITION CONTRACT	0	102,874	102,874	0	102,874
011001 HEALTHY START MEDIPASS WAIVER - COALITION TO CHD	0	67,700	67,700	0	67,700
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-35,143	-35,143	0	-35,143
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	190,995	190,995	0	190,995
12. ALLOCABLE REVENUE - COUNTY					

## ATTACHMENT II

### TAYLOR COUNTY HEALTH DEPARTMENT

#### Part II, Sources of Contributions to County Health Department

October 1, 2020 to September 30, 2021

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
031005 CHD CLINIC FEES	0	74	74	0	74
031006 CHD GENERAL REVENUE NON-CATEGORICAL	0	602	602	0	602
COUNTY ALLOCABLE REVENUE TOTAL	0	676	676	0	676
 13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	0	0
 14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
 GRAND TOTAL CHD PROGRAM	1,515,731	696,880	2,212,611	602,290	2,814,901

**ATTACHMENT II**

**TAYLOR COUNTY HEALTH DEPARTMENT**

**Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service**

**October 1, 2020 to September 30, 2021**

	Quarterly Expenditure Plan								Grand Total	
	FTE's (0.00)	Clients Units	Services/ Visits	1st	2nd (Whole dollars only)	3rd	4th	State		County
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	0.37	125	156	5,488	4,705	5,488	4,706	18,258	2,129	20,387
SEXUALLY TRANS. DIS. (102)	0.72	183	197	13,241	11,352	13,241	11,352	45,236	3,950	49,186
HIV/AIDS PREVENTION (03A1)	0.22	0	1	3,457	2,963	3,457	2,963	12,840	0	12,840
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.12	0	0	2,742	2,351	2,742	2,351	10,186	0	10,186
ADAP (03A4)	0.00	0	0	30	25	30	25	110	0	110
TUBERCULOSIS (104)	0.26	87	585	5,218	4,473	5,218	4,473	14,686	4,696	19,382
COMM. DIS. SURV. (105)	0.00	0	0	64,561	55,352	64,561	55,351	239,801	24	239,825
HEPATITIS (109)	0.00	0	0	0	0	0	0	0	0	0
PREPAREDNESS AND RESPONSE (116)	1.12	0	0	24,784	21,249	24,784	21,249	92,066	0	92,066
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL RECORDS (180)	0.78	3,447	6,874	11,819	10,134	11,819	10,134	11,616	32,290	43,906
COMMUNICABLE DISEASE SUBTOTAL	3.59	3,792	7,813	131,340	112,604	131,340	112,604	444,799	43,089	487,888
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	0.78	0	0	16,125	13,824	16,125	13,824	59,098	800	59,898
WIC (21W1)	0.00	0	0	0	0	0	0	0	0	0
TOBACCO USE INTERVENTION (212)	2.15	0	0	45,688	39,171	45,688	39,171	169,718	0	169,718
WIC BREASTFEEDING PEER COUNSELING (21W2)	0.00	0	0	0	0	0	0	0	0	0
FAMILY PLANNING (223)	2.03	172	331	41,182	35,308	41,182	35,308	133,832	19,148	152,980
IMPROVED PREGNANCY OUTCOME (225)	0.83	62	287	15,573	13,351	15,573	13,351	46,079	11,769	57,848
HEALTHY START PRENATAL (227)	3.22	234	1,681	57,406	49,217	57,406	49,217	0	213,246	213,246
COMPREHENSIVE CHILD HEALTH (229)	0.00	0	0	76	66	76	66	268	16	284
HEALTHY START CHILD (231)	0.56	0	0	7,273	6,235	7,273	6,235	0	27,016	27,016
SCHOOL HEALTH (234)	7.38	0	65,915	109,708	94,059	109,708	94,060	392,914	14,621	407,535
COMPREHENSIVE ADULT HEALTH (237)	1.05	164	173	19,841	17,011	19,841	17,010	66,913	6,790	73,703
COMMUNITY HEALTH DEVELOPMENT (238)	0.21	0	0	4,764	4,084	4,764	4,084	17,696	0	17,696
DENTAL HEALTH (240)	4.19	1,148	2,135	111,052	95,211	111,052	95,211	70,526	342,000	412,526
PRIMARY CARE SUBTOTAL	22.40	1,780	70,522	428,688	367,537	428,688	367,537	957,044	635,406	1,592,450
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.15	48	50	3,439	2,948	3,439	2,948	12,774	0	12,774
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.02	7	16	426	365	426	365	960	622	1,582
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.23	0	0	3,353	2,875	3,353	2,875	12,456	0	12,456
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	0.99	145	153	18,890	16,196	18,890	16,196	58,172	12,000	70,172
Group Total	1.39	200	219	26,108	22,384	26,108	22,384	84,362	12,622	96,984
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.02	0	0	412	354	412	354	1,532	0	1,532



**ATTACHMENT II**

**TAYLOR COUNTY HEALTH DEPARTMENT**

**Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service  
October 1, 2020 to September 30, 2021**

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd	3rd	4th			
				(Whole dollars only)						
FOOD HYGIENE (348)	0.12	70	118	2,089	1,791	2,089	1,790	7,659	100	7,759
BODY PIERCING FACILITIES SERVICES (349)	0.00	0	0	0	0	0	0	0	0	0
GROUP CARE FACILITY (351)	0.03	24	33	618	530	618	531	2,297	0	2,297
MIGRANT LABOR CAMP (352)	0.12	0	0	2,062	1,768	2,062	1,767	7,659	0	7,659
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.02	11	21	365	313	365	314	582	775	1,357
POOLS/BATHING PLACES (360)	0.12	10	42	2,096	1,797	2,096	1,797	3,036	4,750	7,786
BIOMEDICAL WASTE SERVICES (364)	0.03	27	35	716	613	716	613	2,520	188	2,658
TANNING FACILITY SERVICES (369)	0.00	0	0	0	0	0	0	0	0	0
<b>Group Total</b>	<b>0.46</b>	<b>142</b>	<b>249</b>	<b>8,358</b>	<b>7,166</b>	<b>8,358</b>	<b>7,166</b>	<b>25,285</b>	<b>5,763</b>	<b>31,048</b>
<b>Groundwater Contamination</b>										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.00	0	0	0	0	0	0	0	0	0
<b>Group Total</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Community Hygiene</b>										
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	6	5	6	5	22	0	22
RABIES SURVEILLANCE (366)	0.00	0	0	23	19	23	19	84	0	84
ARBOVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
<b>Group Total</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>29</b>	<b>24</b>	<b>29</b>	<b>24</b>	<b>106</b>	<b>0</b>	<b>106</b>
<b>ENVIRONMENTAL HEALTH SUBTOTAL</b>	<b>1.85</b>	<b>342</b>	<b>468</b>	<b>34,495</b>	<b>29,574</b>	<b>34,495</b>	<b>29,574</b>	<b>109,753</b>	<b>18,385</b>	<b>128,138</b>
<b>D. NON-OPERATIONAL COSTS:</b>										
NON-OPERATIONAL COSTS (699)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (999)	0.00	0	0	1,113	954	1,113	955	4,135	0	4,135
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
<b>NON-OPERATIONAL COSTS SUBTOTAL</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>1,113</b>	<b>954</b>	<b>1,113</b>	<b>955</b>	<b>4,135</b>	<b>0</b>	<b>4,135</b>
<b>TOTAL CONTRACT</b>	<b>27.84</b>	<b>5,914</b>	<b>78,803</b>	<b>595,636</b>	<b>510,669</b>	<b>595,636</b>	<b>510,670</b>	<b>1,515,731</b>	<b>696,880</b>	<b>2,212,611</b>

**ATTACHMENT III**  
**TAYLOR COUNTY HEALTH DEPARTMENT**  
**CIVIL RIGHTS CERTIFICATE**

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

**Attachment IV**

**Fiscal Year - 2020 - 2021**

**Taylor County Health Department**

**Facilities Utilized by the County Health Department**

<b>Complete Location</b> (Street Address, City, Zip)	<b>Facility Description</b> <b>And Official Building</b> <b>Name (If applicable)</b> (Admin, Clinic, Envrn Hlth, etc.)	<b>Lease/ Agreement</b> <b>Number</b>	<b>Type of</b> <b>Agreement</b> (Private Lease thru State or County, other - please define)	<b>Complete</b> <b>Legal Name</b> <b>of Owner</b>	<b>SQ</b> <b>Feet</b>	<b>Employee</b> <b>Count</b> (FTE/OPS/ Contract)
1215 N. Paecock Ave/ Perry, FL 32347	Main Facility		County Owned	Taylor County Board of County Commissioners	15630	21
400 N. Clark Street/ Perry, FL 32347	Perry Primary Clinic		County Owned	Taylor County School Board	100	1
1600 E. Green Street/Perry, FL 32347	Taylor County Elementary School		County Owned	Taylor County School Board	100	1
610 E. Lafayette Street/ Perry, FL 32347	Taylor County Middle School		County Owned	Taylor County School Board	100	1
900 Johnson Strippling Rd/ Perry, FL 32347	Taylor County High School		County Owned	Taylor County School Board	100	1
1209 1st Ave. S/ Steinhatchee, FL 32347	Steinhatchee School		County Owned	Taylor County School Board	100	1

*Facility - a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilities. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.*

**ATTACHMENT V  
TAYLOR COUNTY HEALTH DEPARTMENT  
SPECIAL PROJECTS SAVINGS PLAN**

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2019-2020*	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2020-2021**	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2021-2022***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2022-2023***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
PROJECT TOTAL	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

**SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN**

PROJECT NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

LOCATION/ADDRESS: \_\_\_\_\_

PROJECT TYPE:      NEW BUILDING      \_\_\_\_\_ ROOFING      \_\_\_\_\_  
                              RENOVATION      \_\_\_\_\_ PLANNING STUDY      \_\_\_\_\_  
                              NEW ADDITION      \_\_\_\_\_ OTHER      \_\_\_\_\_

SQUARE FOOTAGE:      \_\_\_\_\_ 0

PROJECT SUMMARY:      *Describe scope of work in reasonable detail.*

START DATE (Initial expenditure of funds) : \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

DESIGN FEES:      \$ 0

CONSTRUCTION COSTS:      \$ 0

FURNITURE/EQUIPMENT:      \$ 0

TOTAL PROJECT COST:      \$ 0

COST PER SQ FOOT:      \$ 0

**Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.**

\* Cash balance as of 9/30/20

\*\* Cash to be transferred to FCO account.

\*\*\* Cash anticipated for future contract years.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and approve Amendment No. 1 to the Agreement For Professional Airport General Consulting Services between the Board of Commissioners and AVCON, Inc.

**MEETING DATE REQUESTED:**

October 5, 2020

**Statement of Issue:** The Agreement was executed December 12, 2017 for a period of three (3) years which is set to expire December 12, 2020. The Agreement has the option to renew for two (2) one (1) year terms. Staff is requesting the approval of a one (1) year contract extension to December 12, 2021 as AVCON and the County will be midway with the completion of the Taxiway Realignment Project and the Tree Obstacle Removal Project. Staff wishes to ensure the continuity of project completion and respectfully requests the approval of Amendment No. 1.

**Recommended Action:** Approve Amendment No. 1 to the Agreement For Professional Airport General Consulting Services.

**Fiscal Impact:** Not applicable. All of AVCON, Inc. services are 100% paid with grant funds.

**Budgeted Expense:** Y/N      Not applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Agreement For Professional Airport General Consulting Services with AVCON, Inc. was executed December 12, 2017 with an expiration date of December 12, 2020. The Agreement has an option for the County to extend the Agreement for two (2) one (1) year periods. Due to major Airport projects being underway which will not be complete prior to December 12, 2020, staff is requesting the County exercises the option to extend the Agreement for a period of one (1) year to December 12, 2021. Staff has been very pleased with AVCON's services and willingness

to assist the Airport even if it is outside the grant projects scope of work at no additional charge.

**ATTACHMENTS: Amendment No. 1 to Agreement For Professional Airport General Consulting Services between the Board of Commissioners and AVCON, Inc.**



**AVCON, INC.**

Engineers & Planners

320 Bayshore Drive, Suite A  
Niceville, Florida 32578  
Phone: (850) 678-0050  
[www.avconinc.com](http://www.avconinc.com)

September 28, 2020

Ms. LaWanda Pemberton  
County Administrator  
**Taylor County Board of County Commissioners**  
201 East Green Street  
Perry, Florida 32347

**Reference: Request for Contract Extension: Amendment #1**  
**Agreement for Professional Airport General Consulting Services**  
**Perry Foley Airport**

Dear Ms. Pemberton:

In accordance with our Agreement for Professional Airport General Consulting Services dated December 12, 2017, we hereby request the first of two one-year renewals available to the County as referenced in Section 5.2 of the Agreement.

The current contract expiration date is December 12, 2020. The Agreement allows the County to renew the Agreement for two, one-year extensions. If approved by the Board of County Commissioners, this first extension would extend the contract expiration date to December 12, 2021.

We have prepared and attached a contract amendment for your review and coordination.

We sincerely appreciate the opportunity to work with Taylor County and are excited to be involved with the developments at the Perry Foley Airport.

Sincerely,

**AVCON, INC.**

John Collins, P.E.  
Project Manager

Enclosure: One (1) Signed Amendment No. 1 to Agreement for Professional Airport General Consulting Services

**AMENDMENT NO. 1**

to

**AGREEMENT FOR PROFESSIONAL AIRPORT GENERAL CONSULTING SERVICES**

between the

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

and

**AVCON, INC.**

The purpose of this amendment is to execute the first of two one-year contract renewals for the Agreement for Professional Airport General Consulting Services between the Taylor County Board of County Commissioners and AVCON INC.

This amendment is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between Taylor County Board of County Commissioners (hereinafter referred to as "CLIENT") and AVCON, INC. (hereinafter referred to as "CONSULTANT") and modifies the Agreement for Professional Airport General Consulting Services (the "AGREEMENT") entered into on December 17, 2017. CLIENT and CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

- The CLIENT agrees to award the first one-year contract renewal referenced in Section 5.2 of the above referenced AGREEMENT. This renewal will extend the contract expiration date from December 12, 2020 to December 12, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the day and year first above written.

**CLIENT:**  
**Taylor County Board of County Commissioners**

**CONSULTANT:**  
**AVCON, INC.**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: Virgil C. "Lee" Lewis, P.E.

Title: \_\_\_\_\_

Title: Vice-President



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to approve First Amendment to the Florida Housing Finance Corporation (SHIP Program ) Coronavirus Relief Fund (CRF) Subrecipient Agreement approved by the Board July 27, 2020.

**MEETING DATE REQUESTED:**

October 5, 2020

**Statement of Issue:** The County SHIP Program received \$175,200 to be used to provide assistance to eligible Taylor County residents for mortgage payment and rental assistance, and minor housing repairs such as heating and cooling repairs resulting from loss of income due to the Coronavirus. The Amendment is for technical changes to the original reporting requirements. There are no other changes to the agreement.

**Recommended Action:** Approve First Amendment to Agreement Number 096-2020 between the County and Florida Housing Finance Corporation (SHIP Program).

**Fiscal Impact:** The County received \$175,200 with no match required from the County. The grant funds **MUST** be expended by December 30, 2020. All reporting must be completed by March 31, 2021.

**Submitted By:** Melody Cox, Grants

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Florida Housing Finance awarded the County the grant funds through the SHIP Program. All funds must be expended prior to December 30, 2020. Government Services Group (GSG) is administering the program on behalf of the County. GSG and county staff has participated in the webinars where the technical changes to reporting have been explained

**Attachments:** First Amendment To Agreement Number 096-2020 between Taylor County and Florida Housing Finance Corporation.

**FIRST AMENDMENT  
TO AGREEMENT NUMBER 096-2020**

THIS FIRST AMENDMENT ("Amendment") to AGREEMENT NUMBER 096-2020 is entered into and effective as of October 1, 2020, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS ("Subrecipient").

**RECITALS**

- A. Florida Housing and Subrecipient entered into Contract Number 096-2020, dated July 22, 2020, ("Contract") wherein Subrecipient agreed to participate in the Coronavirus Relief Fund Program. As used herein, "Agreement" shall include within its meaning any modification or amendment to the Agreement.
- B. The term of the Contract began on July 22, 2020, and ends March 31, 2021.

**AGREEMENT**

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of October 1, 2020. The above recitals are true and correct and form a part of this Amendment.

B. Amendments. The Agreement is hereby amended to:

1. Add a definition for Technical Bulletin as a new Section B.11.

11. "Technical Bulletin" or "TB" means any technical assistance document that Florida Housing issues to explain updated processes, provisions or monitoring requirements as Florida Housing receives updates, clarification and additional guidance with respect to the CRF funds.

2. Add a new section C.10., to address Technical Bulletins:

10. TBs will be used to clarify, discuss, interpret, and provide guidance for contract administration issues related to this Agreement. TBs will be both e-mailed and posted at <https://www.floridahousing.org/programs/special-programs/ship---state-housing-initiatives-partnership-program/ship-technical-bulletins>, and Subrecipient is encouraged to regularly check for TBs.

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Agreement Number 096-2020, by a duly authorized representative, effective on October 1, 2020.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

FEIN: \_\_\_\_\_

FLORIDA HOUSING FINANCE CORPORATION

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

16-A

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to approve amending the County's SHIP Program Coronavirus Relief Fund (CRF) program policies to assist pre-1994 mobile homes with mortgage and rental payment assistance related to loss of income due to the Coronavirus. Per Florida Housing Finance Corporation (FHFC) requirements, all mobile homes must meet Florida minimum housing standards and codes and ALL pre-1994 mobile homes will be inspected and must meet this requirement before assistance is provided.

**MEETING DATE REQUESTED:**

October 5, 2020

**Statement of Issue:** The Board is required to amend the County's SHIP CRF requirements to provide mortgage or rental assistance to pre-1994 mobile homes. Pre-1994 mobile homes will be inspected by a licensed SHIP approved housing inspector and must meet Florida minimum housing standards and codes before assistance is provided per Florida Housing Finance Corporation.

**Recommended Action:** Amend SHIP CRF requirements to provide assistance in reference to mobile homes.

**Fiscal Impact:** Not applicable

**Submitted By:** Melody Cox, Grants

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The Board is required to amend the SHIP CRF requirements and restrictions to include assistance to pre-1994 mobile homes. IT IS IMPORTANT TO NOTE THIS PROGRAM IS FIRST COME FIRST SERVE. IF THE BOARD APPROVES AMENDING THE CRF, RENTERS AND OWNERS OF MOBILE HOMES WHICH HAVE ALREADY RECEIVED DENIAL OF ASSISTANCE LETTERS WILL BE CONTACTED AND WILL RECEIVE FUNDING ASSISTANCE BEFORE NEW APPLICANTS. If the Board approves the amendment the applications will be amended to include pre-1994 mobile homes and the inspection requirement. It is also important to note that assistance to mobile homes ONLY applies to the CRF program and not the regular SHIP housing assistance program.

**Attachments: Not Applicable**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to ratify the Chairman's signature on the Standard Grant Agreement between the County and the Florida Department of Environmental Protection (FDEP) - Florida Recreation Development Assistance Program (FRDAP) in the amount of \$200,000 to be used for improvements at Taylor County Sports Complex.

**MEETING DATE REQUESTED:**

October 5, 2020

**Statement of Issue:** Board to ratify the Chairman's signature on the Standard Grant Agreement.

**Recommended Action:** Ratify the Chairman's signature.

**Fiscal Impact:** The County is receiving a grant award in the amount of \$200,000. There is no match required from the County. The County requested and received a waiver of match through the Rural Economic Development Initiative (REDI) waiver.

**Budgeted Expense:** Y/N This grant is included in the 2020-2021 budget.

**Submitted By:** Melody Cox. Grants Writer

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County has been awarded a grant for improvements at Taylor County Sports Complex in the amount of \$200,000. The improvements include installation of batting cages, repaving of trail in areas which are in disrepair, security lighting, native landscaping, and adult outdoor fitness equipment. All work must be completed by February 28, 2023. This is the fifth FRDAP grant the County has been awarded for the Sport Complex.

**Attachments:** Standard Grant Agreement



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:
Taylor County Sports Complex Phase 6	A1014

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2. Parties	State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000
	(Department)

---

Grantee Name: Taylor County	Entity Type: A Local Government
Grantee Address: 201 E. Green Street, Perry, FL 32347	FEID: 59-6000879
	(Grantee)

---

3. Agreement Begin Date: upon execution	Date of Expiration: June 30, 2023
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4. Project Number: A21014 <i>(If different from Agreement Number)</i>	Project Location(s): 1685 N US 19, Perry, FL 32347
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Project Description: New security lighting and landscaping with native vegetation. Renovate playground, baseball fields, exercise trail, picnic facility, adult outdoor fitness station.

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5. Total Amount of Funding: \$200,000.00	Funding Source? <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Grantee Match	Award #s or Line Item Appropriations: Line Item No. 1728, GAA, FY2020-2021	Amount per Source(s): \$200,000.00
Total Amount of Funding + Grantee Match, if any: \$200,000.00			

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6. Department's Grant Manager Name: La'Shae Grice or successor Address: 3900 Commonwealth Blvd MS# 585 Tallahassee, FL 32399 Phone: 850-245-2501 Email: lashae.grice@floridadep.gov	Grantee's Grant Manager Name: Ms. Melody Cox or successor Address: 201 E. Green Street Perry, FL 32347 Phone: 850-371-0377 Email: melody.cox@taylorcountygov.com
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):



8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Taylor County

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

**6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

**7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. **Interim Payments.** Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. **Final Payment Request.** A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. **Interest Rates.** All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:  
[www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. **Refund of Payments to the Department.** Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. **Salary/Wages.** Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. **Overhead/Indirect/General and Administrative Costs.** If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. **Contractual Costs (Subcontractors).** Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. **Travel.** All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. **Direct Purchase Equipment.** For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. **Rental/Lease of Equipment.** Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. **Miscellaneous/Other Expenses.** If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. **Land Acquisition.** Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.
10. **Status Reports.**  
The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.



**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

- option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
  - c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.dfs.com/dfs>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**37. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. A1014**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Taylor County Sports Complex Phase 6. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which this Agreement was entered into, through the Date of Expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000

Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000

Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Additional Terms.**

None.

**ATTACHMENT 3**  
**GRANT WORK PLAN**  
**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**  
Project Name: Taylor County Sports Complex Phase 6  
Grantee Name: Taylor County  
FRDAP Project # A21014

**SUMMARY:** The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 1685 N US 19, Perry, FL 32347 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(b), F.A.C.

**Retroactive Project.**

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒ This Project has not been approved as a "Retroactive Project."

**Project Completion:** The Project Completion Date for this Agreement is April 30, 2023.

**Budget:** Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

<b>Maximum Grant Award Amount:</b>	<b>\$200,000.00</b>
<b>Required Grantee Match Amount:</b>	<b>\$0 - REDI WAIVER</b>
<b>Total Estimated Project Cost:</b>	<b>\$200,000.00</b>
<b>Match Ratio:</b>	<b>0%</b>

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<b>TASK 1</b> <b>1.A.</b> Development of Commencement Documentation Checklist (DRP-107) <sup>1</sup> .  <b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	<b>DELIVERABLE 1</b> <p>The Department will issue "Notice to Commence" upon receipt and approval of:</p> <p><b>1.A.</b> All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107)</p> <p><b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p><b>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</b></p>	<p>180 calendar days after Execution of Agreement<sup>2</sup></p>	<p>The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.</p>
<b>TASK 2</b> <b>2.A.</b> Development of Primary and Support Project Elements, which includes: <b>New security lighting and landscaping with native vegetation. Renovate playground, baseball fields, exercise trail, picnic facility, adult outdoor fitness station.</b>  <b>2.B.</b> Development of Completion of Documentation Checklist (DRP-111).  <b>2.C.</b> Completion of Final Status Report (DRP-109).	<b>DELIVERABLE 2</b> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p><b>2.A.</b> Development of required Project Elements.</p> <p><b>2.B.</b> All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p><b>2.C.</b> Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant</p>	<p>Due April 30, 2023, which shall also be the Project Completion Date<sup>3</sup></p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.</p>



	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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**Project Task Performance Standard:** The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

**Payment Request Schedule:** Following Department approval of all Deliverables, the Grantee may submit a single payment request on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

**Endnotes:**

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

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

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone: (850) 245-2118**

**Email: [public.services@floridadep.gov](mailto:public.services@floridadep.gov)**

**Mailing Address: Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov).

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

**By Mail:**

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

**By Mail:**

Audit Director  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

**Electronically:**

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

**By Mail:**

Audit Director  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

**Electronically:**

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

# EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1728 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Florida Forever Trust Fund	2020-2021	37.017	Florida Recreation Development Assistance Program	\$ 200,000.00	140002

Total Award	\$ 200,000.00
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*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state\_project\_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM SPECIFIC REQUIREMENTS**

**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM**

**ATTACHMENT 6**

**1. Project Submittal Forms.**

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

**2. Notice to Commence.**

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. In addition to the Checklist items, the Grantee shall submit a copy of all executed subcontracts to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

**3. Site Plans.**

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. The Grantee may alter a conceptual site plan only after written approval by the Department.

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue a "Notice to Commence."

**4. Project Completion.**

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

**5. Project Completion Certification.**

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

**6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:**

**a. Reimbursement for Costs.**

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
- Status Reports.**
- a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
- a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.

- b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

**11. Management of Project Sites.**

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

**12. Procurement Requirements for Grantee.**

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

**13. Signage.**

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

**14. Termination and Ineligibility.**

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

**15. Conversion.**

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



**Florida Department of Environmental Protection**  
**Exhibit A**  
**Land and Water Conservation Fund Program**  
**Florida Recreation Development Assistance Program**  
**Project Status Report**

Required Signatures: Adobe Signature

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Sponsor: \_\_\_\_\_

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

**PROVIDE PHOTOS OF WORK IN PROGRESS**

**PRIMARY FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed

**SUPPORT FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed

**PROBLEMS ENCOUNTERED:**

Period Covered (Check Appropriate Period):

☐  
☐  
☐

January through April:

May through August:

September through December:

Due May 5<sup>th</sup>Due September 5<sup>th</sup>Due January 5<sup>th</sup>

LIAISON: \_\_\_\_\_

Signature

Date \_\_\_\_\_



Florida Department of Environmental Protection

EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: \_\_\_\_\_

Grantee \_\_\_\_\_

Project Name and Number \_\_\_\_\_

Billing Period: \_\_\_\_\_

Billing #: \_\_\_\_\_

DEP Division: \_\_\_\_\_

DEP Program: \_\_\_\_\_

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits ( _____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
<b>TOTAL PROJECT COSTS</b>	<b>\$0.00</b>	<b>\$0.00</b>

**CERTIFICATION:** I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

\_\_\_\_\_  
Project Administrator

\_\_\_\_\_  
Date

**CERTIFICATION:** I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

\_\_\_\_\_  
Project Financial Officer

\_\_\_\_\_  
Date

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to ratify the Chairman's signature on the Standard Grant Agreement between the County and the Florida Department of Environmental Protection (FDEP) - Florida Recreation Development Assistance Program (FRDAP) in the amount of \$50,000 to be used for improvements at Southside Park.

**MEETING DATE REQUESTED:**

October 5, 2020

**Statement of Issue:** Board to ratify the Chairman's signature on the Standard Grant Agreement.

**Recommended Action:** Ratify the Chairman's signature.

**Fiscal Impact:** The County is receiving a grant award in the amount of \$50,000. There is no match required from the County. The County requested and received a waiver of match through the Rural Economic Development Initiative (REDI) waiver.

**Budgeted Expense:** Y/N This grant is included in the 2020-2021 budget.

**Submitted By:** Melody Cox. Grants Writer

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County has been awarded a grant for improvements at Southside Park in the amount of \$50,000. The improvements include playground improvements, picnic facility improvements, parking improvements, security lighting, sidewalks, fencing improvements, and basketball court improvements. All work must be completed by February 28, 2023.

**Attachments:** Standard Grant Agreement

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): <b>Southside Park</b>		Agreement Number: <b>A1091</b>	
2. Parties <b>State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000</b>		(Department)	
Grantee Name: <b>Taylor County</b>		Entity Type: <b>A Local Government</b>	
Grantee Address: <b>201 E. Green Street, Perry FL 32347</b>		FEID: <b>59-6000879</b> (Grantee)	
3. Agreement Begin Date: <b>upon execution</b>		Date of Expiration: <b>June 30, 2023</b>	
4. Project Number: <b>A21091</b> (If different from Agreement Number)		Project Location(s): <b>667 Plantation Road, Perry, Florida 32348</b>	
Project Description: <b>Renovate playground, basketball court, picnic facility, parking facility and sidewalk. New security lighting and native vegetation landscaping.</b>			
5. Total Amount of Funding: <b>\$50,000.00</b>	Funding Source? <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Grantee Match	Award #s or Line Item Appropriations: <b>Line Item No. 1728, GAA, FY2020-2021</b>	Amount per Source(s): <b>\$50,000.00</b>
Total Amount of Funding + Grantee Match, if any:			<b>\$50,000.00</b>
6. Department's Grant Manager Name: <b>La'Shae Grice</b>  Address: <b>3900 Commonwealth Blvd MS# 585 Tallahassee, FL 32399</b> Phone: <b>850-245-2501</b> Email: <b>lashae.grice@floridadep.gov</b>		Grantee's Grant Manager Name: <b>Ms. Melody Cox</b>  Address: <b>201 E. Green Street Perry, FL 32347</b> Phone: <b>850-371-0377</b> Email: <b>melody.cox@taylorcountygov.com</b>	
7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:			
<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements			
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions			
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan			
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements			
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements			
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements			
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.			
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)			
<input type="checkbox"/> Additional Attachments (if necessary):			
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form			
<input type="checkbox"/> Exhibit B: Property Reporting Form			
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form			
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants			
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo			
<input type="checkbox"/> Additional Exhibits (if necessary):			



8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Taylor County

GRANTEE

Grantee Name

By

(Authorized Signature)

09/14/2020

Date Signed

Print Name and Title of Person Signing

Pam Feagle Chair person

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

**6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

**7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. **Interim Payments.** Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. **Final Payment Request.** A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. **Interest Rates.** All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: [www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. **Refund of Payments to the Department.** Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. **Salary/Wages.** Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. **Overhead/Indirect/General and Administrative Costs.** If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. **Contractual Costs (Subcontractors).** Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. **Travel.** All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. **Direct Purchase Equipment.** For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. **Rental/Lease of Equipment.** Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. **Miscellaneous/Other Expenses.** If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. **Land Acquisition.** Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.
10. **Status Reports.**  
The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.



**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

- option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
  - c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### **25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

#### **26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

#### **27. Audits.**

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:  
<https://apps.flids.com/flsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**37. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. A1091**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is *Southside Park*. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which this Agreement was entered into, through the Date of Expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.  
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:  
\$200,000/300,000      Automobile Liability for Company-Owned Vehicles, if applicable  
\$200,000/300,000      Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.  
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Additional Terms.**

None.

**ATTACHMENT 3**  
**GRANT WORK PLAN**  
**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**  
Project Name: Southside Park  
Grantee Name: Taylor County  
FRDAP Project #: A21091

**SUMMARY:** The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 667 Plantation Road, Perry, Florida 32348 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

**Retroactive Project.**

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒ This Project has not been approved as a "Retroactive Project."

**Project Completion:** The Project Completion Date for this Agreement is April 30, 2023.

**Budget:** Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

<b>Maximum Grant Award Amount:</b>	<b>\$50,000.00</b>
<b>Required Grantee Match Amount:</b>	<b>\$0</b>
<b>Total Estimated Project Cost:</b>	<b>\$50,000.00</b>
<b>Match Ratio:</b>	<b>0%</b>

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<b>TASK 1</b> <b>1.A.</b> Development of Commencement Documentation Checklist (DRP-107) <sup>1</sup> .  <b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	<b>DELIVERABLE 1</b> The Department will issue "Notice to Commence" upon receipt and approval of:  <b>1.A.</b> All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107)  <b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).  Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.  The Grantee may not proceed with development of the Project until Notice to Commence has been issued.	180 calendar days after Execution of Agreement <sup>2</sup>	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
<b>TASK 2</b> <b>2.A.</b> Development of Primary and Support Project Elements, which includes: Renovate playground, basketball court, picnic facility, parking facility and sidewalk. New security lighting and native vegetation landscaping.  <b>2.B.</b> Development of Completion of Documentation Checklist (DRP-111).  <b>2.C.</b> Completion of Final Status Report (DRP-109).	<b>DELIVERABLE 2</b> The Grantee may request reimbursement upon Department receipt and approval of:  <b>2.A.</b> Development of required Project Elements.  <b>2.B.</b> All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)  <b>2.C.</b> Final Status Report (DRP-109).  The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2023, which shall also be the Project Completion Date <sup>3</sup>	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.



	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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**Project Task Performance Standard:** The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

**Payment Request Schedule:** Following Department approval of all Deliverables, the Grantee may submit a single payment request on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

**Endnotes:**

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

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

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118

**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)

**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

**By Mail:**

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

**By Mail:**

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

**Electronically:**

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

**By Mail:**

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

**Electronically:**

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

# EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1728 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Florida Forever Trust Fund	2020-2021	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

Total Award	\$50,000.00
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*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state\_project\_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM SPECIFIC REQUIREMENTS**

**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM**

**ATTACHMENT 6**

**1. Project Submittal Forms.**

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

**2. Notice to Commence.**

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. In addition to the Checklist items, the Grantee shall submit a copy of all executed subcontracts to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

**3. Site Plans.**

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. The Grantee may alter a conceptual site plan only after written approval by the Department.

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue a "Notice to Commence."

**4. Project Completion.**

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

**5. Project Completion Certification.**

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

**6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:**

**a. Reimbursement for Costs.**

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
  - k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
  - l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
  - h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
  - Status Reports.**
  - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
  - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
  - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.

- b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

**11. Management of Project Sites.**

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

**12. Procurement Requirements for Grantee.**

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

**13. Signage.**

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

**14. Termination and Ineligibility.**

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

**15. Conversion.**

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection

Exhibit A  
Land and Water Conservation Fund Program  
Florida Recreation Development Assistance Program  
Project Status Report

Required Signatures: Adobe Signature

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Sponsor: \_\_\_\_\_

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

**PROVIDE PHOTOS OF WORK IN PROGRESS**

**PRIMARY FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed

**SUPPORT FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed

**PROBLEMS ENCOUNTERED:**

Period Covered (Check Appropriate Period):

☐  
☐  
☐

January through April:

May through August:

September through December:

Due May 5<sup>th</sup>Due September 5<sup>th</sup>Due January 5<sup>th</sup>

LIAISON: \_\_\_\_\_

Signature

Date \_\_\_\_\_



Florida Department of Environmental Protection

EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

Date: \_\_\_\_\_

Grantee \_\_\_\_\_

Project Name and Number \_\_\_\_\_

Billing Period: \_\_\_\_\_

Billing #: \_\_\_\_\_

DEP Division: \_\_\_\_\_

DEP Program: \_\_\_\_\_

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits ( _____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
<b>TOTAL PROJECT COSTS</b>	<b>\$0.00</b>	<b>\$0.00</b>

**CERTIFICATION:** I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

\_\_\_\_\_  
Project Administrator

\_\_\_\_\_  
Date

**CERTIFICATION:** I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

\_\_\_\_\_  
Project Financial Officer

\_\_\_\_\_  
Date

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to approve bid award recommendation for bids received for the demolition and reconstruction of the home of Robin Miller in the amount of \$104,600 through the SHIP program. Approval is also needed to exceed the LHAP limit of \$75,000. The bids were received and opened at the September 8, 2020 Board meeting.

**MEETING DATE REQUESTED:**

April 22, 2014

**Statement of Issue:** Board to approve bid committee recommendation for the demolition and reconstruction of the home of Robin Miller through the SHIP Program.

**Recommended Action:** Approve bid committee recommendation

**Fiscal Impact:** Not applicable. The project is 100% funded through the SHIP Program.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Board received bids September 8. 3030. The bid committee recommendation is as follows:

**DEMO AND RECONSTRUCTION**

**Robin Miller Certified Roofing & Construction, Inc. \$104,600**


County staff and Government Services Group (the County's SHIP administrator) recommends awarding the bid to Certified Roofing and Construction, the low bidder. Approval is also needed from the Board to exceed the limit of \$75,000 as per the Local Housing Assistance Plan (LHAP). The County is required to update the LHAP by May 2021 and the rehabilitation and demolition and reconstruction limits will be updated at that time as construction costs have risen considerably the past few years.

**Attachments: Bid Tabulation Sheet, and Bid Recommendations from Government Services Group.**





## MEMORANDUM

TO: Taylor County Board of County Commissioners  
FROM: Jay Moseley, Senior Consultant   
SUBJECT: Bid Award Recommendation  
DATE: September 16, 2020

### Expenditure Authorization

On September 8, 2020 sealed bids were received and opened for one house in the Taylor County SHIP Program for Housing Rehabilitation/Replacement. The bids received were accepted and opened at a regular commission meeting. These bids were reviewed, and recommendations are made in accordance with the Local Housing Assistance Plan. The applicant, recommended bidder and the amount for the houses are listed below:

#### HOUSING REHABILITATION SHIP GRANT

APPLICANT	RECOMMENDED BIDDER	AMOUNT
Robin Miller	Certified Roofing and Construction, Inc.	\$104,600*

\*While the LHAP limit for replacement houses is \$75,000, the actual bids exceed the limit due to the large size of her family, rising costs related to the recent storms and the booming economy. You can exceed the arbitrary limit by making a motion to exceed the limit.

Recommended Action # 1: Motion to exceed the arbitrary limit of \$75,000 for the Miller residence.

Recommended Action # 2: Award the house as identified above.

#### Attachments:

Bid Tabulation with Recommendations

# TAYLOR COUNTY SHIP BID TABULATION

TUESDAY September 8, 2020

Contractor	Robin Miller					
Florida Homes, Inc.	\$ 108,415.00					
Certified Roofing and Construction, Inc.	\$ 104,600.00					
Jerry Walters Construction, Inc.	No Bid					
J. G. Parker Enterprises, Inc.	No Bid					
Recommended Contractor	Certified Roofing					

Bid Opening:  
Tuesday, September 8, 2020  
BOCC Meeting

Opened By: Annie Mae Murphy, Clerk  
Signature  
Annie Mae Murphy, Clerk

Witnessed by: Jami Evans  
Signature  
Jami Boothby

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Warren and Dorothy Dowling  
1824 Ezell Beach Road  
Perry, Florida



Motion to waive penalties to date or to stay the accrual of fines *nunc pro tunc* to May 17, 2020 and to stay accrual of fines going forward until the Circuit Court issues a ruling.

**MEETING DATE REQUESTED:**

10/5/2020 at 9:00 AM

**Statement of Issue:**

Mr. Warren Dowling (now deceased) and Mrs. Dorothy Dowling, owners of the property at 1824 Ezell Beach Road, Perry, Florida wish to move this Board sitting in its quasi-judicial capacity as the "lower tribunal" to either stay the accrual of any fines *nunc pro tunc* to May 17, 2020 or to waive any fines that have accrued as of the date of the meeting at which this motion is heard (October 5, 2020); and to stay the accrual of any fines moving forward pending the decision of the Circuit Court in and for Taylor County, Florida.

**Recommended Action:****Fiscal Impact:****Budgeted Expense:****Submitted By:**

Mr. Warren and Mrs. Dorothy Dowling, by and through, Brian C. Rodgers, Senior Associate with Robinson, Kennon & Kendron, P.A., Lake City, Florida.

**Contact:**

386-755-1334; bcr@rkkattorneys.com  
Paralegal: Rebecca Cothran rac@rkkattorneys.com

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

formerly appealed to this Board the Order of the Code Enforcement Magistrate finding them in violation of section 42-981 of the Taylor County Code and rejecting their requested equitable remedy before the same Magistrate sitting in the stead of the Board of Adjustments and Appeals. As part of this appeal, Mr. and Mrs. Dowling seek a variance of the application of the codes to their property pursuant to Taylor County Code.

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

In February 2020, Mr. and Mrs. Dowling, through counsel, formerly appealed to this Board the Order of the Code Enforcement Magistrate finding them in violation of section 42-981 of the Taylor County Code and rejecting their requested equitable remedy before the same Magistrate sitting in the stead of the Board of Adjustments and Appeals. Mr. and Mrs. Dowling sought a variance of the application of the codes to their property in that matter. This Board, sitting then as now on this motion, in its quasi-judicial capacity as the "lower tribunal" voted 2-2 on the requested relief, which had the effect of upholding the Order. Accordingly, fines of \$50.00 per day began to accrue on May 17, 2020. Mr. and Mrs. Dowling in the meantime were working on seeking the review of this Board's decision in the Circuit Court in and for Taylor County, Florida by way of a Petition for a Writ of Certiorari. That Petition is now pending a decision by the Circuit Court.

Florida's Rules of Appellate Procedure allow for a motion to stay the execution of any adverse action pending appellate review (which includes a Petition for a Writ of Certiorari). Mr. and Mrs. Dowling filed a motion to stay in the Circuit Court based on the fact that this Board is not a traditional judicial body with whom it is convenient to file procedural motions, the continued impact and difficulty with access to a variety of things because of Covid-19, and based on the authority that a Circuit Court has inherent authority over cases once its jurisdiction is invoked. However, the Rules of Appellate Procedure actually advise and the normal course of action is to seek the stay of adverse action pending appeal in the lower tribunal. With respect to the procedural posture of this matter, this Board is the lower tribunal. Accordingly, the Circuit Court denied the motion to stay without prejudice pending Mr. and Mrs. Dowling seeking relief with the Board on the issue of staying the adverse action.

At this time, fines of \$50.00 per day are accruing on Mr. and Mrs. Dowling and their property and will continue to accrue until and unless they bring their property into compliance in accordance with the General Magistrate's Order finding them in violation. If the Board recalls, during the presentation of this matter in February 2020, Mr. and Mrs. Dowling established that their project at their property was not one in which they were attempting to engage in subterfuge. They were not trying to construct their project in a manner that was in violation of the code. They were not planning to beg forgiveness where they should have asked permission. Mr. and Mrs. Dowling had a licensed contractor doing the work, they had the authority to do the work as provided by the United States Army Corps of Engineers and the Florida Department of Environmental Protection, and they had sought out authority from Taylor County authorities as well and were told none was necessary. The problem was they changed some of the scope of the project and did not re-check whether Taylor County approval was necessary.

To be clear, Mr. and Mrs. Dowling fully respect the authority of this Board and their decision in this matter. Nevertheless, the Taylor County Code of Ordinances, Florida

Rules of Appellate Procedure, and other applicable Florida law provided them with an avenue to seek review of the Board's decision as opposed to immediately engaging in the extremely costly changes that would need to be made to comply with the Magistrate's Order. So they availed themselves of that review. Indeed, one of the Board members after the conclusion of the presentation in February 2020 even noted that Mr. and Mrs. Dowling still had an avenue of relief in the court.

Mr. and Mrs. Dowling respectfully request that this Board agree to stay the accrual of fines *nunc pro tunc* to May 17, 2020 or, in the alternative, that this Board waive any fines that have accrued to date (the date of this motion – October 5, 2020) and that the Board stay the accrual of any other fines until thirty (30) days after the final Order from the Circuit Court on the Petition for Writ of Certiorari. As grounds, Mr. and Mrs. Dowling plead that this relief is the only way to guard and respect their constitutional right to due process under the law. This is a matter that involves their property rights. Mr. and Mrs. Dowling engaged legal process available to them under the law before this Board. They are now seeking legal process to review the decision of the Board, which is also available to them under the law. If they are successful with their Petition to the Circuit Court, the result will be the elimination of any accrued fines anyway. However, if they are not successful in the Circuit Court, they should not suffer a punishment for their efforts. That is what accrual of the fines would amount to and it could have a chilling effect on a citizen's ability to exercise their rights under the law and to avail themselves of due process. Additionally, Mr. and Mrs. Dowling cannot control how long it will take for the Circuit Court to rule. There is zero mechanism to expedite the work of the Circuit Court. If fines are allowed to accrue until the Court renders a decision, then the fines could become enormous, which would be inherently unfair under the law. Mr. and Mrs. Dowling's only other option would be to bring the property into compliance with the Magistrate's Order, which would be an incredibly expensive process, while appealing the decision that requires them to do so. In sum, Mr. and Mrs. Dowling face suffering irreparable harm if the fines are allowed to accrue. The good people in the Taylor County Building and Planning Department have been very professional and easy to work with during this process. They have always indicated that they were not interested in collecting fines, but instead they were interested in ensuring compliance with codes and the law. Of course, it is this Board that has the ultimate authority to make the decision on whether fines may be waived or stayed. Mr. and Mrs. Dowling respectfully request this Board do so to ensure they can exercise their due process under the law. Notably, Mrs. Dowling (Mr. Dowling is now deceased) intends to bring the property into compliance, if required to do so, after the Circuit Court rules. She does not intend to seek any more review of this issue. Accordingly, the Board can feel assured that this matter will be resolved one way or the other upon the ruling of the Circuit Court unless the Board opts to seek relief from a higher court in the event the Circuit Court rules for Mr. and Mrs. Dowling.

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Florida Forest Service

**Meeting Date:**

10/5/2020

**Statement of Issue:** Present Annual Report

**Recommendation:** \_\_\_\_\_

**Fiscal Impact:** \$ 0.00

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

**Submitted By:** Jack Smith

**Contact:** 850-838-5037

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** Jack Smith and Jared Beauchamp would like to present this in person to the Board.

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

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

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

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

FLORIDA FOREST SERVICE  
PERRY DISTRICT  
(850) 223-0750  
(850) 223-0792 FAX



618 PLANTATION ROAD  
PERRY, FLORIDA 32348

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
**COMMISSIONER NICOLE "NIKKI" FRIED**

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September 22, 2020

Honorable Thomas Demps  
Taylor County Commission  
201 East Green St.  
Perry, FL 32348

Dear Mr. Demps:

Attached are the 2019/2020 fiscal year activity reports from the Florida Forest Service for the Forest Protection Program and the Cooperative Forestry Assistance Program for Taylor County.

These reports identify the major forestry activities that occurred throughout Taylor County for the period of July 1, 2019 through June 30, 2020.

Should there be any questions or comments regarding this material, please do not hesitate to call this office at 850-223-0750.

Sincerely,

**Nicole "Nikki" Fried**  
**Commissioner of Agriculture**

Eric K. Black  
District Manager  
Florida Forest Service

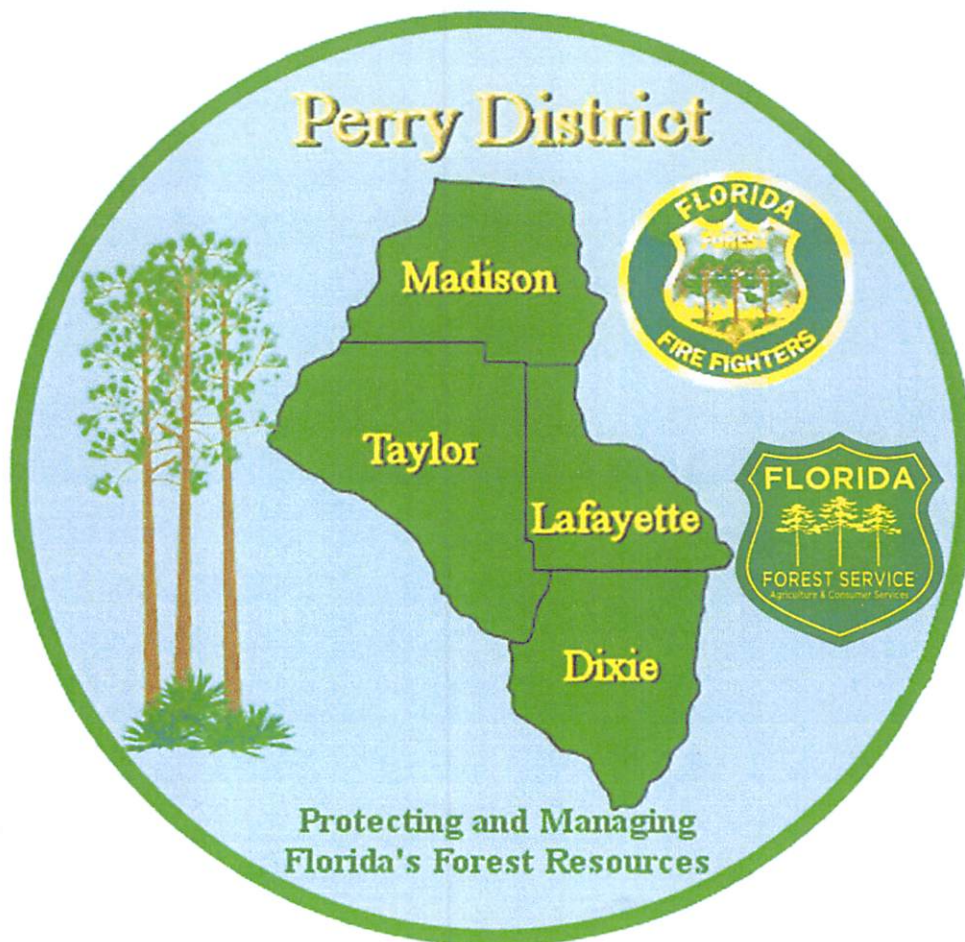
cc: Board of County Commissioners, Taylor County  
Forest Management Bureau, FFS  
Forest Protection Bureau, FFS



# FLORIDA FOREST SERVICE ANNUAL REPORT

## COOPERATIVE FORESTRY ASSISTANCE AND FOREST PROTECTION PROGRAMS

TAYLOR COUNTY, FLORIDA



In accordance with the Cooperative Agreement between the Taylor County Board of County Commissioners and the Florida Forest Service, we are pleased to submit this report covering the activities of the Cooperative Forestry Assistance Program and Forest Protection Program for the 2019-2020 fiscal year, covering the period of July 1, 2019 to June 30, 2020.



## Introduction

The mission of the Florida Forest Service is to protect Florida and its people from the dangers of wildland fire and manage the forest resources through a stewardship ethic to assure they are available for future generations.

Our vision is to accomplish this mission with the key value of earning the public trust through serving people. The Florida Forest Service envisions a leadership role to ensure that natural resources will be managed in a way that perpetuates their special character and meets the changing social and economic needs of the people who live and visit here. It will assume a strong advocacy role for public safety to meet the challenges of wildland fires facing Florida. The strategies employed to accomplish this mission are as follows:

- Provide leadership to protect forests, wildlands, and the public from the destructive effects of wildfire.
- Promote sound forest management practices, which maintain the integrity of the environment and provide for Florida's future natural resource needs.
- Educate the public about the importance of Florida's forests and promote the renewal and protection of these resources.
- Manage public lands for their unique character and to provide multiple public benefits.
- Encourage Florida's communities to establish and perpetuate their urban forests.
- Encourage family forest owners to attain their forestland management goals with guidance and technical assistance that promotes good land stewardship principles.
- Improve the quality of service through the training and development of our people – our single greatest resource. This leadership will encourage innovation, excellence and freedom for personal growth.



## **Forest Protection Program**

The Florida Forest Service provides wildland fire protection in Taylor County through a cooperative agreement with the county. This agreement ensures a complete understanding of the commitment between Taylor County and the Florida Forest Service for emergency response. The county operating plan is a working document that outlines the capabilities and responsibilities of each cooperating agency including timber cooperators. The public benefits when all agencies establish coordinated efforts to handle the same emergency. Additionally, we look for support from emergency service organizations to implement wildland/urban interface mitigation programs throughout the entire year. With the help of the county commission, we will ensure that the citizens have the protection they need from wildland fires.

The Florida Forest Service maintains four Type-2 tractor-plow units, two Type-1 tractors, a 5,000 gallon water tender, 750 gallon brush truck, 300 gallon brush truck, 2500 gallon tracked water trailer and an All Track tracked all-terrain vehicle with 500 gallons of water to scout and suppress wildland fires within the county. In addition, the Florida Forest Service Rural Community Fire Protection Program continues to provide equipment to fire departments at little or no cost to them to help them meet their emergency needs.

### **Wildfire Activity**

During the past fiscal year, Florida Forest Service personnel responded to a total of 57 wildfires in Taylor County. These fires burned approximately 173.1 acres. These numbers represent a higher number of fires and acres from the previous year when we had 20 wildfires that burned a total of 87 acres. Though this is higher than last year, when you look at our 10-year average for wildfires/acres it is close to an average year 54 wildfires and 295.5 acres burned. While we had more wildfires this year we still had less acres burned than the 10-year average. In addition, the support given to the FFS by the Four Rivers Land & Timber Company, Taylor County Commission, Taylor County Fire-Rescue, local volunteer fire departments and other cooperators was, once again, very instrumental in helping to limit the impact of wildfires on Taylor County residents.

<b>WILDFIRES BY CAUSE - TAYLOR COUNTY</b>		
<b>JULY 1, 2019-JUNE 30, 2020</b>		
<b>CAUSES</b>	<b>FIRES</b>	<b>ACRES</b>
Lightning	9	135.3
Campfires	1	0.8
Smoking	1	0.1
Debris Burning	20	20.8
Incendiary	9	3.9
Equipment	4	1.3
Railroad	0	0.0
Children	3	1.2
Unknown	4	8.1
Miscellaneous	6	1.8
<b>TOTAL</b>	<b>57</b>	<b>173.3</b>

## Open Burning Program

Through the administration of the State's open burning program, the Florida Forest Service issues burn authorizations for agricultural, silvicultural and rural land clearing purposes to the residents of Taylor County. Through this authorization process, the FFS is better able to regulate and ensure proper and safe outdoor burning. The FFS believes that compliance with open burning laws through a comprehensive burning authorization process as well as aggressive pre-suppression and prescribed burning programs are all essential components of a strong forest protection program.

Over the past fiscal year, a total of 681 burn authorizations were issued in Taylor County. These authorizations included 7,770 acres and 1,266 authorized piles. In addition, FFS personnel provided landowner assistance for 4 pre-suppression fire line plowing requests to help protect 400 acres and 6 prescribed burning assistance of 330 acres. FFS personal also was able to conduct four mitigation projects that will help protect 152 structures valued at \$2,285,000.00. This involved FFS committing about 380-man hours of work plus equipment time.

<b>BURN AUTHORIZATIONS - TAYLOR COUNTY</b>			
July 1, 2019 – June 30, 2020			
<b>TYPE</b>	<b>AUTHORIZED FIRES</b>	<b>AUTHORIZED ACRES</b>	<b>AUTHORIZED PILES</b>
Agricultural	80	1,805	38
Silvicultural	94	5,894	141
Land Clearing	507	71	1,087
<b>TOTAL</b>	<b>681</b>	<b>7,770</b>	<b>1,266</b>

On-site inspections are conducted by FFS personnel prior to burn authorizations being issued to landowners who are requesting an authorization for the first time and for authorizations being requested in smoke sensitive areas. These on-site inspections ensure that distance setbacks, adequate equipment and proper control measures are being taken prior to burn authorizations being issued. Last fiscal year, a total of 27 onsite inspections were performed in Taylor County. In addition, compliance checks are often performed to ensure compliance with safe burning practices and legal requirements.



## Fire Prevention

Central to the Florida Forest Service's fire prevention efforts is its relationship with local citizens through schools, businesses, civic organizations, volunteer fire departments and local governments to help reduce the number of wildfires.

Last fiscal year, we were able to resume participation in most of our regular fire prevention activity's the first part of the fiscal year. Due to the coronavirus the Florida Forest Service was unable to conduct any fire prevention programs the last part of the fiscal year. FFS personal was able to participate in a total of 36 different programs in Taylor County. These events included the Florida Forest Festival, Special Olympics Torch Run, Taylor County High School Homecoming Parade, Fiddler Crab Parade and several Back to School events. Numerous Smokey programs were also conducted at the local elementary schools and day care facilities. Through these efforts, it is estimated that the FFS message of fire prevention was delivered to close to 35,000 people in Taylor County.



### **Rural Community Fire Protection**

The Rural Community Fire Protection Program is a partnership in which the Florida Forest Service provides local volunteer fire departments with surplus equipment for the purpose of supporting the wildland firefighting efforts. Taylor County is an outstanding example of what can be accomplished through this program. With the support of the Taylor County Commission, local volunteer fire departments have been able to effectively use this equipment to protect the citizens of Taylor County. During this fiscal year, Taylor County was approved for \$5,677.20 under a Title IV grant that was administered by the FFS to purchase firefighting equipment for Taylor County Volunteer Fire Departments.

### **San Pedro Bay Landowners Association**

The San Pedro Bay Landowners Association (SPBLA) consists of landowners, land managers, state agencies, county governments and other interested parties working together as a unified team in forest resource protection. SPBLA members share a common interest in managing, protecting and promoting forest resources in and around the San Pedro Bay area with a stewardship ethic to ensure that these resources will be available for future generations. The role of the Florida Forest Service is to provide technical assistance to the members of the SPBLA. During the past fiscal year, we were unable to conduct the annual meeting due to the coronavirus.

### **Cooperative Forestry Assistance Program**

The services provided by the county forester range from simple tree species identification and insect/tree disease diagnosis to the preparation of complex, comprehensive, multiple-use forest management plans for private, non-industrial forest landowners of Taylor County. Some of the more commonly-provided services include:

- landowner assistance
- presentation of public information and education
- administration of federal cost-share programs
- assistance with state lands management
- wildfire suppression assistance

## **Landowner Assistance**

During the 2019-2020 fiscal year, the county forester made 97 assists to the residents of Taylor County involving approximately 3,260 acres of land. This included 9 general management plans and agricultural assessment plans. This work also included:

- forest management plan development
- insect and disease detection and treatment
- cost-share program applications and administration
- tree planting equipment rental
- information dissemination regarding:
  - future management
  - thinning
  - site preparation
  - reforestation
  - seedling sources and availability
  - existing timber stand management
  - forest products marketing
  - Forest Stewardship & Tree Farm Programs
  - fertilization
  - regeneration failure
- fire lane and boundary line establishment and maintenance
- prescribed burning assistance
- Florida's Best Management Practices
- species identification
- forest service's vendor database

## **Forest Information and Education**

Last fiscal year, Perry District personnel were actively involved in several forestry and environmental education activities. These activities included:

- the FFA State Forestry Contest which is held annually in Perry at the Taylor County IFAS Extension Complex and Forest Capital Museum State Park
- the FFA District 3 Contest at Gateway College in Lake City
- participation in local festivals and events, including the Florida Forest Festival, Fiddler Crab Festival, and the Master Gardener's Annual Plant Sale to provide outreach and information
- class room presentations to include importance of forests in our community
- submission of news articles to local newspapers to keep Taylor County residents informed on various forestry related topics
- Presenting at the local Big Bend Technical College Job Fair





### Federal Assistance Programs

The Forest Stewardship Program encourages forest landowners to practice multiple-use resource management. This program provides a wide array of technical assistance and management advice through a comprehensive Forest Stewardship Plan which is available to landowners owning more than 20 acres at no cost or obligation. There are currently 78 Taylor County landowners enrolled in the program with total ownership of over 17,030 acres.



The Southern Pine Beetle Prevention and Assistance Program focuses on reducing risks of southern pine beetle outbreaks by encouraging proactive forest management. It provides funds for thinning operations, underbrush removal, prescribed burning and planting of longleaf and slash pine. Either longleaf pine or slash pine planting is specified due to the better resistance of these species to southern pine beetle. Of the five applications received in Taylor County for this assistance funding during this period, none were yet to be approved due to the constraints from the COVID-19 delays.

The Environmental Quality Incentives Program (EQIP) is administered by the Natural Resources Conservation Service (NRCS). The Conservation Reserve Program (CRP) is administered by the Farm Service Agency. Each of these programs provides opportunities for technical advice and cost-sharing assistance to forest landowners in Taylor County. EQIP funds a host of forestry-related practices including wildlife management enhancement practices. As a result of the 2018 Farm Bill, opportunities exist for cost-sharing expenses for woodland management practices through both the EQIP and CRP programs. Through a Memorandum of Agreement, the county forester provides technical advice on forestry practices under both the EQIP and CRP programs. Six EQIP tree planting inspection requiring the services of the county forester were requested this period.

### **Forest Health**

This year there was a higher than average occurrence of pine saw fly. Pine saw fly attacks all species of pine by eating the needles, or defoliating, of the tree. This usually does not hurt the tree, but these insects attacked various stands from early spring to late fall. Most stands survived the attack, but some have various stages of mortality. There is no way to prevent these attacks but to manage the stand after the fact.

As in previous years, multiple aerial surveys of the county were conducted to identify any major bark beetle infestations. Other than the activity referenced above, no additional spots of concern were identified.

The county forester performed 22 other forest health inspections relating to pine bark beetles in Taylor County during the past fiscal year. As is commonly the case, all these were typical of the routine small outbreaks of the less aggressive species of bark beetles - including the *Ips* spp. engraver beetles and black turpentine beetles. These were all harvested or contained with little additional loss to forest resources.

### **Urban Forestry**

For the 27th consecutive year, the City of Perry earned the Tree City, USA designation. The Tree City, USA program recognizes cities for their efforts in maintaining a healthy urban forest. The county forester worked closely with the City of Perry Tree Board and administration, providing urban forestry advice and assistance when needed. Arbor Day was celebrated with tree-planting ceremonies with the city of Perry.



## **State Lands Management**

The Florida Forest Service is not the lead managing agency on any state-owned land within Taylor County; however, forestry assistance is extended to other state agencies such as the Florida Fish and Wildlife Conservation Commission, Department of Corrections, and the Suwannee River Water Management District. The county forester is available to assist with timber management activities, such as insect and disease identification and control, timber sale and regeneration information, and prescribed burning recommendations on these properties.

## **Training**

To better serve the residents of Taylor County, the county forester attended several training courses during the past fiscal year. This included instruction in groundcover restoration, herbicides, the I Tree Canopy & Design application, and the Natural Resources Conservation Service's (NRCS) requirements for becoming a Technical Service Provider.

In addition, the county forester attended the Florida Forest Service's annual Cooperative Forestry Assistance workshop where the following topics were discussed:

- Forest Health – Herbicide Use and Damage
- Southern Pine Growth-and-Yield Model
- Longleaf Pine Ecosystem Geo-database
- Forest Stewardship reporting and mapping
- Regional Conservation Partnership Program (NRCS)
- Forest Stewardship reporting (SMART, PRISM)
- EQIP and CRP program updates and projections
- Tree Farm program updates
- Champion Tree program
- an overview of CFA program offerings and updates
- Regional Conservation Partners Program (NRCS)

In total, more than 90 hours of training were completed with the aim of providing better service to the residents of Taylor County.

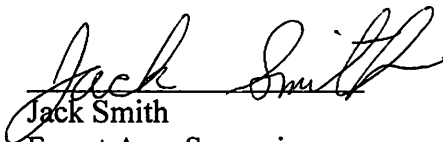
## Conclusion

The primary goal of the CFA program in Taylor County for the new fiscal year brings a few recent changes. The overall goal is to present more outreach programs at the local schools to educate the youth on working forests and the products produced from timber. Through the office of the county forester, the Florida Forest Service will continue to increase the visibility of the services which are provided to the citizens of Taylor County. Through this exposure, more people will be made aware of the value and importance of timber production and natural resource management.

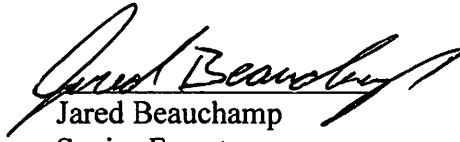
The Florida Forest Service is proud of the investment it has made in the natural resources of Taylor County and its ability to assist the residents of the county. Fire prevention and suppression will continue to be a major focus of this agency due to an ever-increasing population. Through the Cooperative Forestry Agreement, the Florida Forest Service will continue to provide sound forest management advice to both the citizens and local governments of Taylor County.

It is our policy to maintain an effective level of service and make any necessary improvements as needs are identified to serve the citizens of Taylor County. For that reason, the Board of County Commissioners of Taylor County is requested to provide comments or suggestions to assist the Florida Forest Service in providing the best service possible.

Respectfully submitted,



Jack Smith  
Forest Area Supervisor  
Florida Forest Service  
618 Plantation Road  
Perry, FL 32348  
850-223-0781



Jared Beauchamp  
Senior Forester  
Florida Forest Service  
203 West US 27  
Mayo, FL 32066  
850-661-2014

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**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



A REQUEST THAT THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS APPOINT LORI REICHARD TO THE TAYLOR WATER AND SEWER DISTRICT BOARD OF COMMISSIONERS

**Meeting Date:**

OCTOBER 5, 2020

**Statement of Issue:**

THE DISTRICT HAS 2 OPENINGS ON ITS GOVERNING BOARD. MS. REICHARD HAS EXPRESSED HIS INTEREST IN SERVING THE DISTRICT AS A COMMISSION BOARD MEMBER. IF APPOINTED SHE WOULD BE APPOINTED TO THE POSITION VACATED BY ROGER WESTE IN DECEMBER OF 2019. THE POSITION HAS BEEN ADVERTISED BY PLACING THE OPEN POSITION ON OUR WEB-SITE, IN THE LOCAL NEWSPAPER AND BY PLACING POSTERS ON COMMERCIAL ESTABLISHMENTS WITHIN THE DISTRICT.

THE TERM OF THIS POSITION BEGAN ON MAY 3, 2020 AND WILL END ON MAY 3, 2024.

**Recommendation:**

**APPROVE THE REQUEST**

**Fiscal Impact:**

\$ 0

**Budgeted Expense:**

Yes ☐

No ☐

N/A ☒

**Submitted By:**

LYNETTE SENTER, OFFICE MANAGER, TAYLOR COASTAL WATER AND SEWER DISTRICT

**Contact:**

TAYLOR COASTAL WATER AND SEWER DISTRICT OFFICE- 850-578-3043 e-mail tcwsd@fairpoint.net

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

1. \_\_\_\_\_

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

**Attachments:**

1. APPLICATION

2. COPY OF TAYLOR COUNTY FL PROPERTY APPRAISER INFORMATION VERIFYING OWNERSHIP OF PROPERTY WITHIN THE DISTRICTS BOUNDARIES

**Taylor County, FL**

**Summary**

Tax District: CO Millage Rate: 15.2486  
 Site Location: 270 KINGFISHER RD  
 Section Township: 01-08-07  
 Range: 07135-100  
 Parcel ID: N/A  
 Exemptions: HUNTING CAMP/NON CONF  
 Property Usage: LEG 0000.25 ACRES - CEDAR ISLAND URS - COM NW COR CEDAR ISLAND BAHIA UNIT - RUN N11DE 260 FT 578DE 209 FT FOR - POB TH CONT 578DE 109 FT N11DE 100 - FT N78DW 109 FT S11DW 100 FT TO POB - OR 337-136 - SUBJ TO ESMT IN OR 509-728 OR 762-247  
 Legal Description: (Note: Not to be used on legal documents)

**Owner**

REICHARD THOMAS A & LORI L  
 614 N PIKE RD  
 CABOT PA 16023

**Land**

Land Use: 0115R  
 Number of Units: 0.25  
 Unit Type: AC  
 Assessed Value: \$20,000

**Building Data**

Building #: 1  
 Actual Year Built: 2005  
 Base (Heated/Cooled) Area: 304 (gross base sq ft)  
 Gross Area: 320 (total gross sq ft for all subareas)  
 Description: NON CONFORMING  
 Occupancy: HUNTING CAMP/NON CONF  
 Construction Class: N/A  
 Exterior Walls: 100% T-111  
 Roof Structure: 100% GABLE/HIP  
 Roof Cover: 100% PAINTED METAL  
 Floor Cover: 100% VINYL TILE/ROLL  
 Interior Walls: 100% PLYWOOD PANELING  
 Heating Type: 100% CONVECTION  
 Cooling Type: 100% WINDOW UNIT  
 Frame Type:  
 Ceiling Finish:  
 Plumbing: 1 BATH  
 Wall Height: Standard  
 Floors: 0  
 Plumbing Fixtures: 0  
 Avg. Rooms Per Floor:

**Sales History**

Sales Date	Type of Document	Book/Page	Amount
04-25-2017	WARRANTY DEED	762/247	\$100
04-01-1994	WARRANTY DEED	337/134	\$4,900
01-01-1992	QUIT-CLAIM DEED	297/605	\$0
04-01-1991	CORRECTIVE DEED	289/132	\$15,000
07-01-1988	WARRANTY DEED	248/148	\$4,750
12-01-1986	WARRANTY DEED	227/134	\$4,000
05-01-1978	WARRANTY DEED	137/192	\$1,400

TAYLOR COASTAL WATER AND SEWER DISTRICT  
COMMISSIONER APPLICATION

NAME: Lori L. Reichard  
MAILING ADDRESS: 270 Kingfisher Rd  
CITY: Perry STATE: Fla. ZIP CODE: 32348  
HOME PHONE: 724-504-7679  
ALTERNATE PHONE: \_\_\_\_\_  
EMAIL: prettyfilly@yahoo.com  
EMPLOYER: Retired  
JOB TITLE: \_\_\_\_\_

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 3

ARE YOU A REGISTERED VOTER IN TAYLOR COUNTY? ☒ YES ☐ NO

DO YOU OWN HOMESTEAD PROPERTY IN THE TCSWD SERVICES AREA? ☒ YES ☐ NO

EXPLAIN WHAT KNOWLEDGE OR INTEREST QUALIFIES YOU FOR CONSIDERATION FOR APPOINTMENT TO THIS BOARD.  
ATTACH ADDITIONAL SHEETS IF NEEDED.

I am interested to be on the board as to help or be aware of what I can do for our community. I have over 45 yrs experience with Supervisor, Clerical and Secretarial positions. I have worked for Allegheny County, Pittsburgh, PA - Local School districts in Pennsylvania areas and Local YMCA - etc.

"I do solemnly swear or affirm that I am a registered voter with the State of Florida and that I own real property within the boundaries of the Taylor Coastal Water and Sewer District as designated in Taylor County Ordinance No. 2000-10."

Signature: Lori L. Reichard

Received by TCWSD: <u>9/2/20 LS</u>	Received by BCC:	Action Taken:
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*The Bishop Law Firm, P.A.*  
*Attorneys at Law*

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

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

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

September 9, 2020

VIA E-MAIL AND REGULAR MAIL

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

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

Re: Ordinance Amending Ordinance No. 2017-07


Dear Annie Mae and LaWanda:

Pursuant to the Board's instructions, please find enclosed the revised Ordinance and Notice Amending Ordinance No. 2017-07.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/kp

enclosures

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

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PURSUANT TO CHAPTER 212.055(3) FLORIDA STATUTES TITLED SMALL COUNTY SURTAX WHICH AMENDS ORDINANCE NO. 2017-07 TO PROVIDE THAT SECTION 4 USE OF FUNDS OF SAID ORDINANCE IS AMENDED TO READ "THE PROCEEDS OF THE SURTAX LEVIED AND ANY INTEREST ACCRUED THERETO SHALL BE USED (1) FUNDING OR PARTIAL FUNDING OF CAPITAL IMPROVEMENTS INCLUDING BUT NOT LIMITED TO CANALS AND ALSO EMERGENCY MEDICAL SERVICES OPERATIONAL EXPENSES OF THE COUNTY"; PROVIDING SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 212.055(3) Florida Statutes the Board of County Commissioners passed Ordinance No. 2017-07, and

**WHEREAS**, the Board has determined that said Ordinance No. 2017-07 needs to be amended to provide that the said proceeds and interest should also be used for emergency medical services operational expenses, and

**WHEREAS**, the Board of County Commissioners of Taylor County have voted by extraordinary vote to amend Ordinance No. 2017-07.

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

**Section 1.**

That Section 4 Use of Funds in Ordinance No. 2017-07 is amended to read,

**"Section 4. Use of Funds.** The proceeds of the surtax levied and any interest accrued thereto shall be used for the following:

- (1) Funding or partial funding of capital improvements including but not limited to canals and also emergency medical services operational expenses of the County."

**Section 2.**

In all other respects Ordinance No. 2017-07 shall remain the same.

Section 3. Severability. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion.

Section 4. Effective Date. This Ordinance shall be effective as provided by law.

**PASSED and ADOPTED** in regular session by the Board of County Commissioners of Taylor County, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

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

ATTEST:

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



NOTICE (PURSUANT TO FLORIDA  
STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance which amends Ordinance No. 2017-07 to provide that Section 4 of said Ordinance be amended, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on \_\_\_\_\_, 2020, at \_\_\_\_\_. The title of the proposed ordinance is:

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PURSUANT TO CHAPTER 212.055(3) FLORIDA STATUTES TITLED SMALL COUNTY SURTAX WHICH AMENDS ORDINANCE NO. 2017-07 TO PROVIDE THAT SECTION 4 USE OF FUNDS OF SAID ORDINANCE IS AMENDED TO READ "THE PROCEEDS OF THE SURTAX LEVIED AND ANY INTEREST ACCRUED THERETO SHALL BE USED (1) FUNDING OR PARTIAL FUNDING OF CAPITAL IMPROVEMENTS INCLUDING BUT NOT LIMITED TO CANALS AND ALSO EMERGENCY MEDICAL SERVICES OPERATIONAL EXPENSES OF THE COUNTY"; PROVIDING SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE BOARD TO CONSIDER APPROVAL OF CARES ACT EXPENDITURE REQUESTS.



**MEETING DATE REQUESTED:**

**OCTOBER 5, 2020**

**Statement of Issue:** TO CONSIDER APPROVAL OF PHASE EXPENDITURES OF CARES ACT FUNDING

**Recommended Action:** APPROVE EXPENDITURES

**Fiscal Impact:**

**Budgeted Expense:** FUNDING AVAILABLE IN CURRENT BUDGET

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

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

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

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

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

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

**PHASE ONE:**

25% MATCH FOR COVID EXPENDITURES SUBMITTED TO FEMA	\$10,414
AUDIO-VISUAL UPGRADES TO BOARD ROOM: INCLUDES NEW CAMERA, SPEAKERS, SOUNDBOARD AND MICROPHONES, ETC. TO FACILITATE PUBLIC PARTICIPATION AND ENGAGEMENT.	\$15,000
DEPARTMENT OF HEALTH-TEMPORARY STAFFING TEMPORARY STAFFING FOR DEPARTMENT OF HEALTH, TO REPLACE STAFF LOST BY STATEWIDE REDUCTION OF FUNDING. THIS FUNDING WOULD PROVIDE 2 TRACERS @\$21/HOUR, 1 LPN @\$23/HOUR, 1 EPIDEMIOLOGIST @ \$25/HOUR AND 1 <u>CLERK@16.50/HOUR</u> DEDICATED TO COVID-19 RESPONSE. THIS FUNDING WOULD ALLOW ADDITIONAL STAFFING THROUGH THE END OF DECEMBER.	\$34,000
DEPARTMENT OF HEALTH- TENT COVERED AREA FOR TESTING	\$9,000
SHERIFFS OFFICE DISPATCH EXPANSION EXPANSION OF DISPATCH IN EOC TO ALLOW FOR SOCIAL DISTANCING FOR DISPATCH OPERATIONS (SEE QUOTE)	\$22,000
SHERIFFS OFFICE LAPTOPS PURCHASE OF 20 LAPTOPS FOR DEPUTIES THAT WILL ALLOW REMOTE WORK CAPABILITIES (SEE QUOTE)	\$56,222
SUPERVISOR OF ELECTIONS SCANNER HIGH SPEED SCANNER TO TABULATE GREATER NUMBER OF MAIL BALLOTS REQUESTED DUE TO COVID-19. (SEE QUOTE)	\$27,502
COURTHOUSE JUDGE BLUE – PARTITIONS	\$562
JUDGE PARKER- PPE	\$10,120
PROPERTY APPRAISER- PARTITIONS	\$714
TAX COLLECTOR PPE, ROAD COURSE	\$2,200
PARTITIONS	\$6,885
COUNTY FIRE PATIENT CARE MONITORS AND SUCTION UNITS	\$15,000

PUBLIC BUILDINGS PPE  
HAND SANITIZER STATIONS, MASKS, SANITIZER

\$15,000

**TOTAL**

**\$224,619**

ALL PURCHASES, WITH THE EXCEPTION OF THE DEPARTMENT OF HEALTH,  
WOULD BE MADE BY THE COUNTY PURCHASING DEPARTMENT AND  
WOULD FOLLOW THE BOARD APPROVED PURCHASING POLICIES.

**Options:** APPROVE/DO NOT APPROVE

**Attachments:** QUOTES

**Taylor County, FL****Q00004487**

Prepared by:

Barry Herron

barry.herron@dominionvoting.com

Updated Budgetary Quote

Product/Service	Description	Qty	Unit Price	Extension
<b>Central Scanning: Absentee / Vote By Mail Hardware</b>				
ImageCast Central Kit - G1130 (5270)	4.14.37	1	\$25,000.00	\$25,000.00
Windows 10 Pro				
Sub-Total				<b>\$25,000.00</b>
<b>Consumables/Parts</b>				
Compact Flash Memory Card 16GB		2	\$36.75	\$73.50
Sub-Total				<b>\$73.50</b>
<b>Election Management Hardware</b>				
CompactFlash Reader/Writer		2	\$26.00	\$52.00
Sub-Total				<b>\$52.00</b>
<b>Support Services</b>				
On-Site Services - Non-Election Day (/day)		1	\$2,000.00	\$2,000.00
Sub-Total				<b>\$2,000.00</b>
<b>Estimated Shipping</b>				
ICC Kit Shipping G1130 (estimated)		1	\$376.00	\$376.00
Sub-Total				<b>\$376.00</b>

**Total Purchase Sub-Total      \$27,501.50**

**Year 1 Purchase Total      \$27,501.50**

<b>Annual Licenses</b>				
ImageCast Central Annual Firmware License - G1130		1	\$2,575.00	\$2,575.00
Sub-Total				<b>\$2,575.00</b>
<b>Annual Warranties</b>				
ImageCast Central Annual Hardware Warranty - G1130		1	\$1,500.00	\$1,500.00
Sub-Total				<b>\$1,500.00</b>

**Annual Fees      \$4,075.00**

**Terms and Conditions**

This quote is valid for 90 days and subject to change for scope and configuration updates. All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions. Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation. After we receive your order, we will confirm our ability to fulfill the order in time for August use. At that time you may keep the order in place or cancel. Annual warranties are optional.

**Signatures**

Customer Name (printed)	Title	Signature	Date (MM/DD/YYYY)

# RMJ Construction FL Inc

Jennifer Crain

General Contractor

Lic. No. CGC#1526799

Perry, FL 32348

## INVOICE

Date: September 11, 2020

TO: Sheriff Wayne Padgett

TCSO

108 N Jefferson St Ste 103

Perry, FL 32347

Phone #

Job Location 589 US Hwy 27 (911 Dispatch)

Perry, FL 32347

RMJ Construction FL Inc. will furnish all materials and perform all labor necessary to complete the following:

enclose front office

build shelves for radio system with entrance door

open wall in 911 office to extend the office

install laminate flooring in two offices and in open meeting room

paint interior walls

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of

twenty two thousand

Dollars ( \$22,000.00 )

Progress payments to be made:

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Contractors are required by laws to be licensed and regulated by the Contractor's State License Board.

Please make all checks payable to:  
RMJ Construction FL Inc

## ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which you agree to pay the amount mentioned in said proposal and according to the terms thereof.

Accepted

Date

You the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.



## **ODELL CONSTRUCTION SERVICES LLC.**

1885 East US Highway 27, Perry, Fla. 32348

Office 850-223-2522, Fax 407-850-223-1768, Toll Free 877-904-1900

Full Service General Contracting, New, Remodel, Renovations, Repairs, Plumbing

CGC1521542, CFC1428127

### **PROPOSAL**

Date: September 9, 2020

Taylor County EMA Building  
Taylor County Sheriff Office

---

We appreciate the opportunity to submit our proposal as requested as per specification provided for scope of work. Site visit and field dimensions verified

#### **Scope of work:**

We will remove carpet and move furniture, Install new flooring, paint walls – 2 coats, take out part of wall and case it in. Add 8ft tall wall in front office with door in the wall.

#### **Includes:**

1. Supervision and labor
2. Materials as required
3. Equipment, tools, consumable
4. Construction Debris removal from site

#### **General Notes:**

1. All Safety will be adhered to at all time per ODELL Construction and Customer standard Safety procedures.
2. Clean up and housekeeping will be performed on a daily basis
3. Any additional required repairs will be brought to and shown to Owner attentions and written Up and quoted separately

#### **Customer Responsibility:**

1. Provide adequate access to jobsite
2. Schedule of work hours

Michael Lynn Inc.

Estimate

P.O. Box 313  
Perry, 32348

9/23/2020	
31	

Name : Address
Taylor County Sheriff's Office/EOC

Description			Qty	Cost	Total
Enclose front office					
Build shelves for radio system with entrance door					
Open wall in 911 to extend the office					
Install laminate floor in entire EOC					
Paint interior walls of entire EOC					
Total cost			1	26,000.00	26,000.00
Thank you for the opportunity to quote.				Total	\$26,000.00

Customer Signature

Phone # 850-584-9035

Fax # 850-584-9039

builder@gtcom.net



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

<b>Quote No.</b>	<b>3000064045584.1</b>	<b>Sales Rep</b>	Bill Murray
<b>Total</b>	<b>\$112,442.40</b>	<b>Phone</b>	(800) 456-3355, 7252773
<b>Customer #</b>	11869620	<b>Email</b>	Bill_Murray@Dell.com
<b>PO Number</b>	LE-054-CovidGrant	<b>Billing To</b>	ACCOUNTS PAYABLE
<b>Quoted On</b>	Jun. 29, 2020		TAYLOR CO SHERIFF'S OFFICE
<b>Expires by</b>	Jul. 29, 2020		108 N JEFFERSON ST
			STE 103
			PERRY, FL 32347-3252

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Bill Murray

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
GREG MELVIN	Standard Delivery
TAYLOR CO SHERIFF'S OFFICE	
108 N JEFFERSON ST	
PERRY, FL 32347	
(850) 584-4225	

Product	Unit Price	Qty	Subtotal
Dell Latitude 5424	\$2,811.06	40	\$112,442.40

20 - 56,221.20  
10 - 28,110.40

## Shipping Group Details

### Shipping To

GREG MELVIN  
TAYLOR CO SHERIFF'S OFFICE  
108 N JEFFERSON ST  
PERRY, FL 32347  
(850) 584-4225

### Shipping Method

Standard Delivery

<b>Dell Latitude 5424</b>	<b>\$2,811.06</b>	<b>Qty 40</b>	<b>Subtotal \$112,442.40</b>
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Estimated delivery if purchased today:  
Jul. 21, 2020  
Contract # C000000010853  
Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5424 Rugged, CTO	210-AQPY	-	40	-
8th Gen Intel Core i5-8350U Processor (Quad Core, 6M Cache, 1.7GHz, 15W, vPro)	379-BDHC	-	40	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	40	-
No AutoPilot	340-CKSZ	-	40	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	40	-
Intel Core i5-8350U Processor Base with Integrated Intel UHD 620 Graphics	338-BPVI	-	40	-
No Out-of-Band Systems Management - vPro Disabled	631-ABWH	-	40	-
32GB, 2x16GB, 2666MHz DDR4 Non-ECC	370-AEVD	-	40	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BBTW	-	40	-
No Additional Hard Drive	401-AADF	-	40	-
14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch	391-BDXO	-	40	-
Dell Top Case and Palmrest without Security	346-BEVG	-	40	-
Regulatory Label for Keyboard	389-DOPO	-	40	-
Sealed Internal RGB Backlit English Keyboard	580-ABYR	-	40	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 (No BT) Driver (Later upgrade not possible for the system)	555-BEPC	-	40	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	40	-
WLAN Bracket	575-BBYW	-	40	-
Qualcomm Snapdragon X20 (DW5821e) Vrz	556-BBZJ	-	40	-
WWAN Bracket	575-BBYX	-	40	-
3 Cell 51Whr ExpressCharge Capable Battery	451-BCHG	-	40	-
90 Watt AC Adapter	492-BCNQ	-	40	-
No Anti-Virus Software	650-AAAM	-	40	-
OS-Windows Media Not Included	620-AALW	-	40	-
E5 US Power Cord	537-BBBD	-	40	-
Setup and Features Guide	340-CHMZ	-	40	-
Factory Installed Rigid handle tied sku	540-BCIH	-	40	-
US Order	332-1286	-	40	-
Dummy Airbay Cover	325-BDEH	-	40	-

## Important Notes

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

**FW: CARES ACT FUNDING**

Kristy Anderson <kristy.anderson@taylorsheriff.org>

Wed 9/30/2020 10:06 AM

To: LaWanda Pemberton <LPemberton@taylorcountygov.com>

**From:** Juarez, Padraic R [mailto:Padraic.Juarez@flhealth.gov]

**Sent:** Wednesday, September 30, 2020 10:05 AM

**To:** Kristy Anderson <kristy.anderson@taylorsheriff.org>

**Cc:** lawanda <lpemberton@taylorcountygov.com>; Young, Martine <Martine.Young@flhealth.gov>

**Subject:** RE: CARES ACT FUNDING

Hi Kristy;

I appreciate your double checking. Yes, the funding is to fill in the gap created by the legislature pulling back their funding. All funds are expected to be expended by December 31, 2020. All funds are being used to pay for Contract Tracers/Testing Swabbers for COVID-19.

If you have any other questions don't hesitate to ask.

Good luck to us both.

Paddy

**From:** Kristy Anderson <kristy.anderson@taylorsheriff.org>

**Sent:** Wednesday, September 30, 2020 9:56 AM

**To:** Juarez, Padraic R <Padraic.Juarez@flhealth.gov>

**Cc:** lawanda <lpemberton@taylorcountygov.com>; Young, Martine <Martine.Young@flhealth.gov>

**Subject:** RE: CARES ACT FUNDING

Good morning Pad:

In reference to our phone call this morning, Taylor DOH is requesting \$34,000 for staff to be directly related to COVID-19 response. The funding will help fill the deficit until December 31<sup>st</sup>. I am only double checking myself, LOL. ☺

Thank you and have a great day!

Kristy

**From:** Juarez, Padraic R [mailto:Padraic.Juarez@flhealth.gov]

**Sent:** Monday, September 28, 2020 9:38 AM

**To:** Kristy Anderson <kristy.anderson@taylorsheriff.org>

**Cc:** lawanda <lpemberton@taylorcountygov.com>; Young, Martine <Martine.Young@flhealth.gov>

**Subject:** RE: CARES ACT FUNDING

Sorry, I didn't include that in the information below. \$34K The amount that they cut from the budget.

Thank you and good luck to us this afternoon.

Paddy



**From:** Kristy Anderson <[kristy.anderson@taylorsheriff.org](mailto:kristy.anderson@taylorsheriff.org)>  
**Sent:** Monday, September 28, 2020 9:34 AM  
**To:** Juarez, Padraic R <[Padraic.Juarez@flhealth.gov](mailto:Padraic.Juarez@flhealth.gov)>  
**Cc:** lawanda <[lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com)>; Young, Martine <[Martine.Young@flhealth.gov](mailto:Martine.Young@flhealth.gov)>  
**Subject:** RE: CARES ACT FUNDING

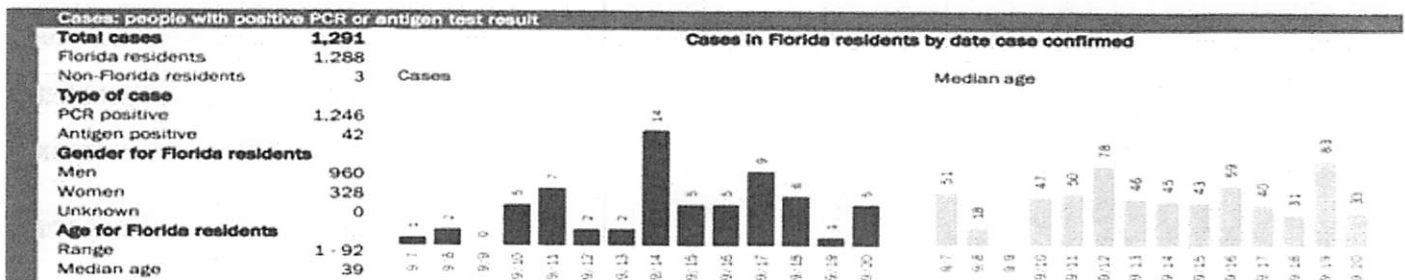
Good morning Pad:

Can you please provide us with a total amount your staffing request? The Cares Act Committee will be meeting today at 1:00 and I will need to be prepared with the total amount.

Thank you,

Kristy

**From:** Juarez, Padraic R [<mailto:Padraic.Juarez@flhealth.gov>]  
**Sent:** Tuesday, September 22, 2020 11:15 AM  
**To:** Kristy Anderson <[kristy.anderson@taylorsheriff.org](mailto:kristy.anderson@taylorsheriff.org)>  
**Cc:** lawanda <[lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com)>; Young, Martine <[Martine.Young@flhealth.gov](mailto:Martine.Young@flhealth.gov)>  
**Subject:** RE: CARES ACT FUNDING



Good Morning Kristy and LaWanda;

Thank you for that call yesterday. Let me summaries some recent events and changes we would like to make in our previous requests.

Since we last put a request into you, we have slowly been able to hire some staff. During this same period of time the legislature decided that they are retracting funding that they allocated to DOH. This funding is what we were using to hire the Temporary staff (OPS). Originally, they had given us \$126K. This was for us to use until December 31<sup>st</sup>. They have now reduced that to \$92K. This will mean we will need to layoff some of that staff. Some of the reason (I believe) for this reduction is the Statewide reduction in new COVID cases. That being said, that same is not true for us in Taylor County. Please reference the graphic above. Our cases continue to be steady and with at least 2-3 outbreaks per week. I will not be surprised if the funding gets reduced again, before November.

So, I am changing our request for the county to go hire a couple nurses to work with us at the CHD, to allocate us funding to cover the cost of funding the OPS employees we have hired until our need to perform contract tracing is reduced to a level we can cover that work with our existing staff. I have included below the cost of those employees. This is what we are paying.

Since we had sent you the request for a drive through tent in August, the weather has begun to change. Looking at our 10-day forecast we no longer have weather going above 90°F. Therefore, the tent is not as needed for the upcoming seasons. However, if you believe a vaccination will

become available in the future, this tent will be very hand to have available for vaccine distribution.

2 tracers @ \$21.00/hour  
1 LPN @ \$23.00/hour  
1 epidemiologist @ \$25.00/hour  
1 clerk @ \$16.50/hour

Thank you for considering this funding

Paddy

**From:** Kristy Anderson <[kristy.anderson@taylorsheriff.org](mailto:kristy.anderson@taylorsheriff.org)>  
**Sent:** Monday, September 21, 2020 5:01 PM  
**To:** Juarez, Padraic R <[Padraic.Juarez@flhealth.gov](mailto:Padraic.Juarez@flhealth.gov)>  
**Cc:** lawanda <[lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com)>; Young, Martine <[Martine.Young@flhealth.gov](mailto:Martine.Young@flhealth.gov)>  
**Subject:** CARES ACT FUNDING

Good afternoon Pad:

It was nice speaking with you this afternoon. As a recap of our conversation, please provide all information for nursing staff or other needs that Taylor Health department wishes to place under CARES ACT funding. I do have the pop-up tent as part of the health department needs. If you do not think that the tent is necessary for the future, please advise and I will remove.

Thank you,

*Kristy Anderson*

Director  
Taylor County Sheriff's Office  
Division of Emergency Management  
591 Highway 27 East Perry, Florida 32348  
850-838-3575 (Office)  
850-843-4834 (Cell)



**ALERT** ))) **TAYLOR**

To sign up for Alert Taylor, please visit [www.taylorsheriff.org](http://www.taylorsheriff.org)

*"It always seems impossible until it's done..." Nelson Mandela*

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW EXECUTIVE ORDER NUMBER 20-244,  
THE LOCAL STATE OF EMERGENCY AND COUNTY  
FACILITIES AND OPERATIONS.



MEETING DATE REQUESTED:

OCTOBER 5, 2020

Statement of Issue: TO REVIEW CURRENT COVID-19 MITIGATION AND  
RESPONSE

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: GOVERNOR RON DESANTIS ISSUED EXECUTIVE ORDER 20-244 ON SEPTEMBER 25, 2020. THIS EXECUTIVE ORDER INITIATED PHASE 3 OF THE SAFE.SMART.STEP-BY-STEP. PLAN FOR FLORIDA'S RECOVERY. PHASE 3 OF THE PLAN (PAGE 27) SETS FORTH MINIMUM RECOMMENDED HEALTH PROTOCOLS.

COUNTY STAFF IS RECEIVING REQUESTS FROM THE PUBLIC TO ALLOW RENTALS OF COUNTY FACILITIES AND TO RESUME ACTIVITIES AT THE SPORTS COMPLEX. DUE TO THE GUIDANCE FROM THE DEPARTMENT OF HEALTH AND THE CDC, ATTENDANCE ALLOWED AT COUNTY FACILITIES HAS BEEN LIMITED TO THE NUMBER OF PARTICIPANTS THAT CAN SOCIAL DISTANCE. ALL RENTAL REQUESTS REQUIRE A SAFETY PLAN AND A SIGNED WAIVER OF LIABILITY.

PRIOR TO OPENING COUNTY FACILITIES, THERE SHOULD BE CONSIDERATION OF ANY REQUIREMENTS THE BOARD WOULD LIKE TO CONTINUE REGARDING THE WEARING OF MASKS, TAKING TEMPERATURES AND SOCIAL DISTANCING.

**Options:**

**Attachments:**

**LOCAL STATE OF EMERGENCY  
EXECUTIVE ORDER 20-244  
SAFE.SMART.STEP-BY-STEP. PLAN**



# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-244

(Phase 3; Right to Work; Business Certainty; Suspension of Fines.)

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, on April 29, 2020, I issued Executive Order 20-112 initiating Phase 1 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery; and

**WHEREAS**, on May 14, 2020, I issued Executive Order 20-123 for Full Phase 1; and

**WHEREAS**, on June 3, 2020, I issued Executive Order 20-139 initiating Phase 2 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery.

**WHEREAS**, the State of Florida has suffered economic harm as a result of COVID-19-related closures, exacerbating the impacts of the State of Emergency, and Floridians should not be prohibited by local governments from working or operating a business.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution and Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order:

Section 1. Phase 3

This order supersedes and eliminates any and all restrictions of Executive Orders 20-112, 20-123 and 20-139, as well as Executive Orders 20-192, 20-214 and 20-223, except as modified herein.

**Section 2.** Right to Work and Operate a Business

No COVID-19 emergency ordinance may prevent an individual from working or from operating a business. This preemption is consistent with Executive Order 20-92.

**Section 3.** Restaurants

Pursuant to Chapter 252, including sections 252.36(5)(b), (g) and (h), Florida Statutes, and in order to safeguard the economic vitality of this state, any restaurant may operate as set forth below.

A. Restaurants, including any establishment with a food service license, may not be limited by a COVID-19 emergency order by any local government to less than fifty percent (50%) of their indoor capacity. If a restaurant is limited to less than one hundred percent (100%) of its indoor capacity, such COVID-19 emergency order must on its face satisfy the following:

- i. quantify the economic impact of each limitation or requirement on those restaurants; and
- ii. explain why each limitation or requirement is necessary for public health.

B. Nothing in this order preempts or supersedes a non-COVID-19 municipal or county order.

**Section 4.** Suspension of COVID-19-related Individual Fines and Penalties

This order, consistent with Executive Order 20-92, suspends the collection of fines and penalties associated with COVID-19 enforced upon individuals.

Section. 5      Effective Date

This order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 25th day of September, 2020.

  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

  
\_\_\_\_\_  
SECRETARY OF STATE

FILED  
2020 SEP 25 PM 4:06  
TALLAHASSEE, FLORIDA



**Safe. Smart. Step-by-Step.**

**PLAN FOR FLORIDA'S RECOVERY**



*Report to Governor DeSantis from the Re-Open Florida Task Force*

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*Message from Lieutenant Governor Jeanette Nuñez*

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## Message From Lieutenant Governor Jeanette Nuñez

Governor DeSantis:

As you know, the onset of this pandemic has truly tested the fiber of the state of Florida. We have, indeed, been living in uncertain times, fighting a faceless opponent, but rising to the occasion thanks to selfless medical professionals, health administrators, first responders, our National Guard, and your unwavering leadership.

During this unprecedented health crisis, your actions have been thoughtful, measured and critical to minimizing the spread of COVID-19. When you delivered your inaugural address, you pledged to Floridians that you would use your best judgment and courage of your convictions, and during this crisis, you have done just that.

Early on and throughout this pandemic, our Administration's focus has been on flattening the curve, protecting our most vulnerable residents, and ensuring access to testing and hospital capacity. With a strategic and preventive approach in our nursing homes, assisted living facilities, and long-term care facilities, our elderly were prioritized to curtail the spread of the virus and ensure their well-being.

Your prompt and unrelenting emphasis on testing capabilities aided us in pinpointing the areas of our state with the highest infection rates. Your swift action to allow recently retired law enforcement, first responders and healthcare personnel to return to the workforce emphasized an all-hands-on-deck approach to combating this silent disease.

These are just a few examples of the mitigation measures that saved lives in Florida, however, we have not yet turned the page on this virus and the health and economic impact it has left behind. I have all the faith in our Administration, our healthcare professionals, our economic and industry leaders and our community to emerge even stronger.

The Task Force demonstrated a commitment to a safe, incremental, and comprehensive approach. With input from public and private sector leaders, business executives and residents from the Florida Keys to the Emerald Coast, we are vested in initiatives that support our workforce, while renewing and restoring our economy. Attached herein is a report based on presentations, discussions, and public commentary.

Thank you for entrusting me to lead our Re-Open Florida Task Force Executive Committee. I am honored to have moderated comprehensive discussions that explored the best way to open up the Sunshine State with public health-driven data at the forefront.

God Bless,

A handwritten signature in black ink that reads "Jeanette M. Nuñez". The signature is fluid and cursive, with a large, stylized "J" and "N".

Lieutenant Governor Jeanette Nuñez

# Re-Open Florida Task Force

## EXECUTIVE COMMITTEE

Lieutenant Governor Jeanette Nuñez, Lieutenant Governor of Florida  
Jimmy Patronis, Florida Chief Financial Officer  
General Ashley Moody, Florida Attorney General  
President Bill Galvano, President, Florida Senate  
Speaker Jose Oliva, Speaker, Florida House  
Senator Wilton Simpson, President-Designate, Florida Senate  
Representative Chris Sprowls, Speaker-Designate, Florida House  
Commissioner Richard Corcoran, Commissioner of Education  
Jamal Sowell, President & CEO, Enterprise Florida, Inc.  
Mayor Carlos Gimenez, Mayor, Miami-Dade County  
Mayor Dale Holness, Mayor, Broward County  
Mayor David Kerner, Mayor, Palm Beach County

John Couris, President & CEO, Tampa General Hospital  
Josh D'Amaro, President, Walt Disney World Resort  
Todd Jones, CEO, Publix Super Markets  
Syd Kitson, Chairman, Board of Governors for the State University System  
Paul Reilly, Chairman & CEO, Raymond James Financial  
Alex Sanchez, President & CEO, Florida Bankers Association  
Eric Silagy, President & CEO, Florida Power & Light Company  
John Sprouls, CEO, Universal Orlando Resort, Executive Vice President, Universal Parks & Resorts  
Patrick Sunderlin, Vice President of Operations, Global Supply Chain, Lockheed Martin Corporation  
Joe York, President, AT&T Florida and Caribbean

## INDUSTRY WORKING GROUP

### Agriculture, Finance, Government, Health Care, Management and Professional Services

Senator Wilton Simpson, Senate President-Designate, Florida Senate  
Senator Rob Bradley, Appropriations Chairman, Florida Senate  
Representative Travis Cummings, Appropriations Chairman, Florida House  
Representative Tom Leek, Representative, Florida House  
Representative Anika Omphroy, Representative, Florida House  
Secretary Mary Mayhew, Secretary, Florida Agency for Health Care Administration  
Secretary Richard Prudom, Secretary, Florida Department of Elder Affairs  
David Altmaier, Florida Insurance Commissioner  
Shannon Shepp, Executive Director, Florida Department of Citrus  
Sheriff Wayne Ivey, Sheriff, Brevard County  
Sheriff Dennis Lemma, Sheriff, Seminole County  
Commissioner Brian Hamman, Lee County Commission  
John Hoblick, President, Florida Farm Bureau  
Matt Joyner, Director of Governmental Affairs, Florida Citrus Mutual  
Alan Shelby, Executive Vice President, Florida Forestry Association

Alvin Cowans, President, McCoy Federal Credit Union  
Alex Sanchez, President & CEO, Florida Bankers Association  
Amy Mercer, Executive Director, Florida Police Chiefs Association  
Carlos Migoya, CEO, Jackson Health System  
Aurelio Fernandez, President & CEO, Memorial Healthcare Systems  
John Couris, President & CEO, Tampa General Hospital  
Dr. Kevin Cairns, Florida Board of Medicine  
Maggie Hansen, Chief Nurse Executive, Memorial Healthcare Systems  
Dr. Wael Barsoum, President & CEO, Florida Cleveland Clinic  
David Strong, President & CEO, Orlando Health  
Dr. Sunil Desai, Senior Vice President, Orlando Health, President, Orlando Health Medical Group  
Dr. Patricia Couto, Infectious Disease, Orlando Health  
Dr. Rudy Liddell, President, Florida Dental Association, Brandon Dental Care  
Steve Bahmer, President & CEO, LeadingAge Florida  
Melanie Brown-Woofter, President & CEO, Florida Behavioral Health Association

## INDUSTRY WORKING GROUP

### Tourism, Construction, Real Estate, Recreation, Retail and Transportation

Dana Young, President & CEO, VISIT FLORIDA  
Secretary Halsey Beshears, Secretary, Florida Department of Business and Professional Regulation  
Secretary Kevin Thibault, Secretary, Florida Department of Transportation  
Mayor Lenny Curry, Mayor, Jacksonville  
Mayor David Kerner, Mayor, Palm Beach County  
Sheldon Suga, Chairman, Florida Restaurant and Lodging Association  
Blake Casper, CEO, Caspers Company  
Amy Schwartz, Owner, Bella Bella Restaurant  
Collier Merrill, President, Merrill Land Company  
Philip Goldfarb, President & COO, Fontainebleau Miami Beach  
John Tolbert, President & Managing Director, Boca Resort and Club  
Jose Cil, CEO, Restaurant Brands International  
Josh D'Amaro, President, Walt Disney World Resort  
John Sprouls, CEO, Universal Orlando Resort, Executive Vice President, Universal Parks & Resorts  
Tim Petrillo, Co-Founder & CEO, The Restaurant People  
Dev Motwani, President & CEO, Merrimac Ventures  
Chad Harrod, CEO, Harrod Properties, Inc.  
Walter Carpenter, Chairman, NFIB Florida Leadership Council

Len Brown, Executive Vice President & Chief Legal Officer, PGA Tour, Inc.  
Gary Lester, Vice President, The Villages for Community Relations  
Glen Gilzean, President & CEO, Central Florida Urban League  
Max Alvarez, President, Sunshine Gasoline Distributors, Inc.  
Tom Crowley, CEO, Crowley Maritime Corporation  
Joe Lopano, CEO, Tampa International Airport  
Ted Christie III, President & CEO, Spirit Airlines  
Rick Sasso, Chairman of North America, MSC Cruises USA  
Maury Gallagher Jr., Chairman & CEO, Allegiant Air  
AJ de Moya, Vice President & General Manager, The de Moya Group, Inc.  
Paul Anderson, CEO, Port Tampa Bay  
Ken Stiles, CEO, Stiles Corporation  
Bob Flowers, President, C.W. Roberts Contracting, Inc.  
Rob Kornahrens, President & CEO, Advanced Roofing & Green Technologies  
Monesia Brown, Director of Public Affairs & Government Relations, Walmart  
Cody Kahn, Owner, Holiday Inn Resort  
Matthew Caldwell, President & CEO, Florida Panthers Hockey Club  
Sheldon Suga, Chairman, Florida Restaurant and Lodging Association  
Richard Fain, Chairman & CEO, Royal Caribbean Cruise Line

## INDUSTRY WORKING GROUP

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# **The COVID-19 Pandemic in Florida**

## **HISTORY**

In late 2019, a novel infectious disease was detected in Wuhan, China. This virus, eventually named Coronavirus disease 2019 (COVID-19), rapidly spread throughout China and eventually the world, leading the World Health Organization to declare a Public Health Emergency of International Concern and a global pandemic.

The virus reached the West Coast of the United States in January of 2020. When two Florida residents tested positive the first week of March, Governor Ron DeSantis responded by issuing Executive Order 20-51, directing the Florida Department of Health to declare a Public Health Emergency. Eight days later, Governor DeSantis declared a State of Emergency.

As of the date of this report, over 3 million cases of COVID-19 have been reported across 185 countries and territories, resulting in over 200,000 deaths. Over 32,000 Floridians have tested positive, and over 1,200 have lost their lives.

## **STATE RESPONSE**

Since the introduction of COVID-19 into the State of Florida, the state has taken a strategic and methodical approach to combat the spread of this deadly virus. On March 1, Governor DeSantis instructed the State Surgeon General to declare a Public Health Emergency. On March 9, Governor DeSantis placed Florida in a State of Emergency, which provided the Governor and his team of experts with the needed flexibility to take decisive actions to prepare for and respond to the COVID-19 pandemic in Florida. Governor DeSantis worked to ensure that our most high-risk and vulnerable populations were protected. As a result, Governor DeSantis prohibited visitors to our state's nursing homes, assisted living facilities and long-term care facilities statewide and directed our State Surgeon General to issue a public health advisory urging all persons over the age of 65—as well as all persons with serious underlying medical conditions—to stay home.

Governor DeSantis did not take a “one size fits all” approach to mitigating the threat of COVID-19 in our large and diverse state. The plan was measured and mitigation efforts were targeted. Governor DeSantis worked with local governments where the spread of COVID-19 proliferated—primarily in Southeast Florida—to limit physical movement and mitigate the further spread of COVID-19 in these areas.

When Governor DeSantis implemented statewide mitigation efforts, he did so carefully. Governor DeSantis took actions designed to limit movement and interaction across industries that posed a higher risk for transmitting the virus, like restaurants, bars, nightclubs and gyms, while preserving the capacity of our health care system. Any medically unnecessary surgical procedures were prohibited—freeing up imperative hospital bed capacity. Additionally, Governor DeSantis took important steps to limit the entry of COVID-19 into our state by requiring those traveling into our state from areas with substantial community spread to isolate for a period of 14-days upon entry into Florida.



# The COVID-19 Pandemic in Florida (continued)

As the curve is flattening statewide and our health care system's capacity remains steady, Governor DeSantis is leading the charge to safely re-open the state's economy.

## COVID-19 IN FLORIDA

At the close of April 2020, the state of Florida has achieved several critical benchmarks relating to syndromic surveillance, epidemiology and outbreak decline, and health care capability indicating successful management of the COVID-19 pandemic.

During the final weeks of April, the state saw a downward trajectory of emergency department visits for influenza-like and COVID-19-like illness (Figures 1-3).

Figure 1

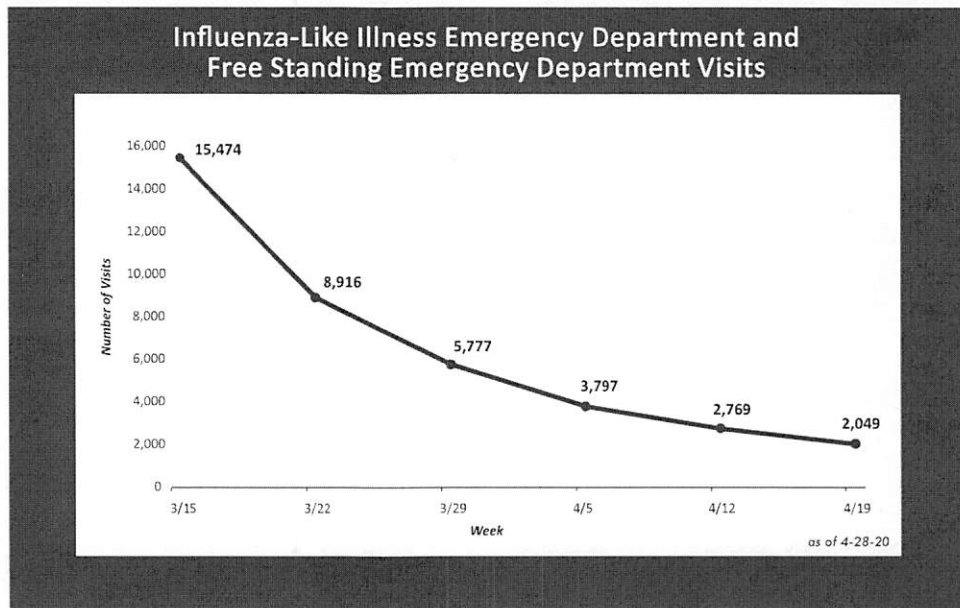
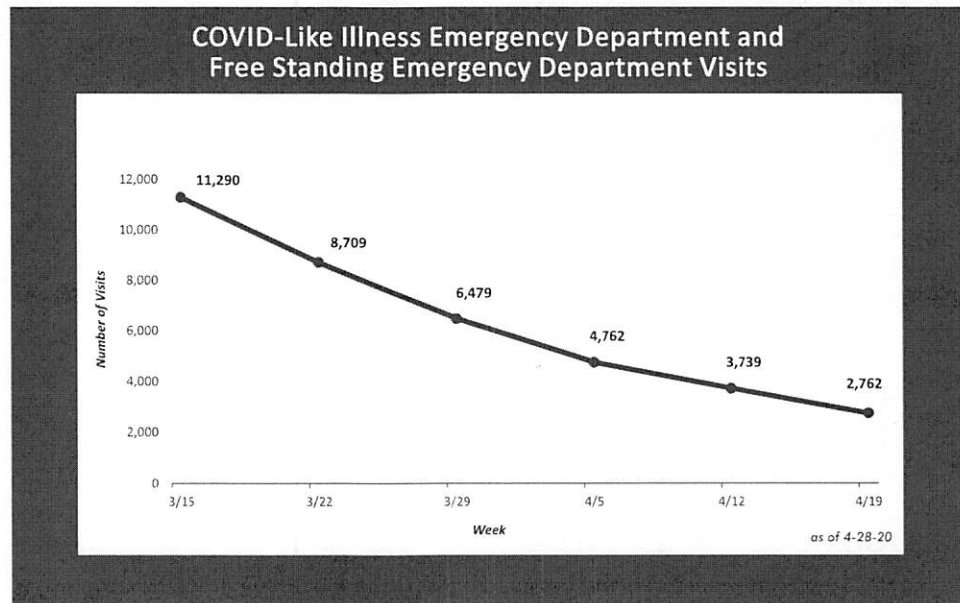
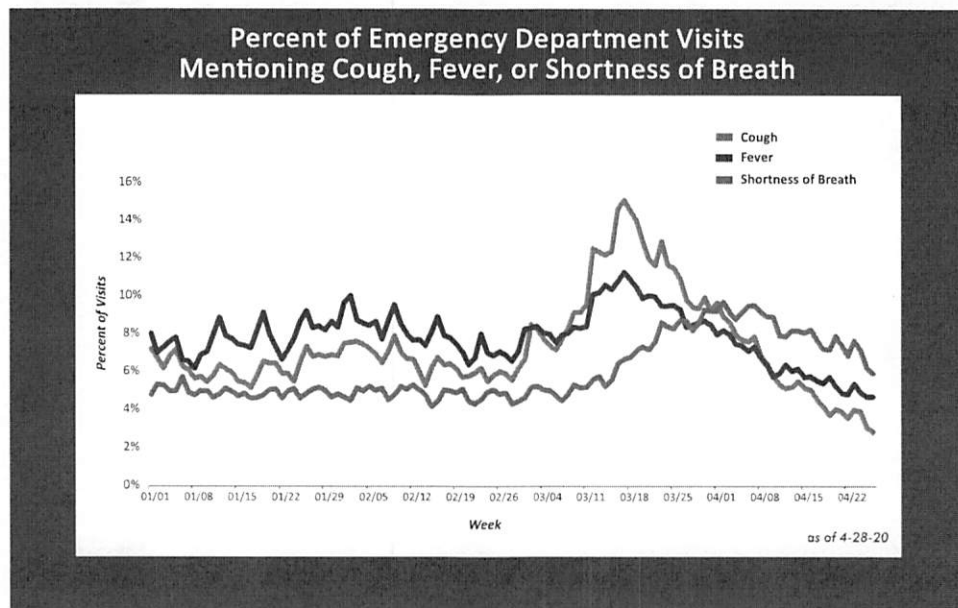


Figure 2



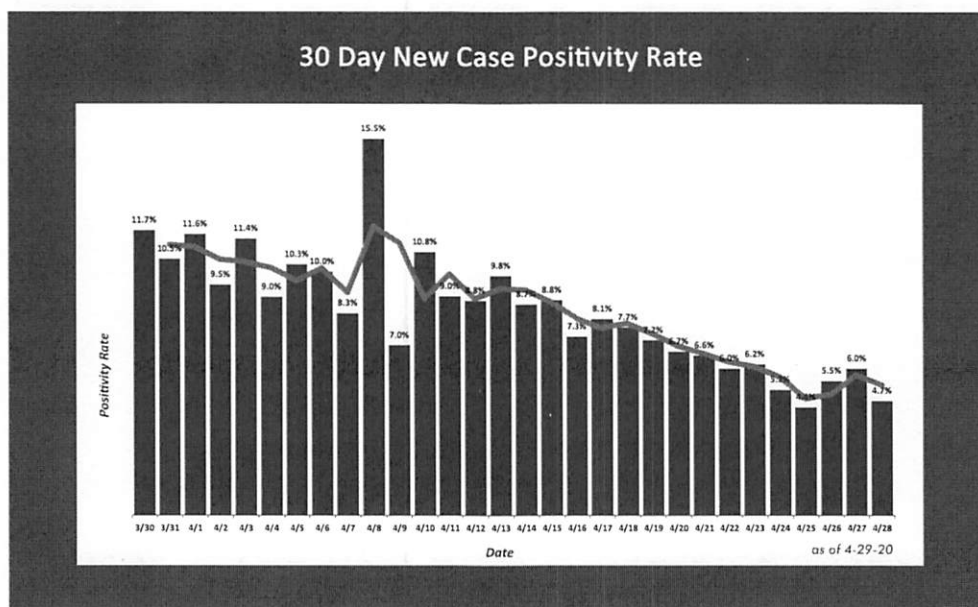
# The COVID-19 Pandemic in Florida (continued)

Figure 3



Statewide, Florida has seen the percent of new positive cases steadily decrease (Figure 4).

Figure 4



## The COVID-19 Pandemic in Florida (continued)

Finally, Florida continued to expand its testing program for first responders, at-risk health care workers, and vulnerable populations. The state deployed Mobile Testing Teams in conjunction with the National Guard to obtain samples in nursing homes, and pharmacies began offering on-site testing for eligible individuals. In addition, the state's hospital system demonstrated the ability to treat patients without resorting to surge capacity models (Figure 5).

Figure 5

Florida Hospital Bed Availability							
	FLORIDA	MIAMI-DADE	BROWARD	PALM BEACH	HILLSBOROUGH	ORANGE	DUVAL
Total Licensed Beds	68,735	9,455	6,816	4,332	4,378	4,751	3,927
Total Staffed Beds	58,742	8,102	5,403	4,044	3,982	3,743	3,794
Total Available Beds	22,060	2,991	1,739	1,815	1,470	1,204	1,684
Available Capacity	37.55%	32.19%	32.19%	44.88%	36.92%	32.17%	44.39%
Hospitalizations Change in Last 24 Hours	30	38	-12	7	4	-1	-3
Hospitalizations	2,131	767	324	230	41	52	58
as of 4-29-20							

With these critical benchmarks achieved and a flattening of the curve, the state stands ready to begin Phase 1 of a multi-phase path toward the gradual elimination of restrictions on movement, congregation, and participation in society. As we recommend lifting these restrictions, it is important to continue implementing measures that mitigate and reduce the spread of COVID-19 in Florida while prioritizing the protection of individuals over the age of 65 and those who have serious underlying medical conditions.

# **The COVID-19 Pandemic in Florida**

**(continued)**

## **AGENCY RESOURCES**

For additional information on COVID-19 in Florida, several of Florida's agencies provide updated, detailed reports of COVID-19-related information.

The Department of Health maintains a dashboard providing daily updates regarding positive cases, sources of exposure, hospitalizations, and deaths. These data are available to the public at <https://floridahealthcovid19.gov/>.

The Florida Agency for Health Care Administration maintains a publicly accessible database of up-to-date information regarding hospital capacity, including bed availability and intensive care unit bed availability by hospital and county. The information is accessible at [http://ahca.myflorida.com/covid-19\\_alerts.shtml](http://ahca.myflorida.com/covid-19_alerts.shtml)

In addition to making information available, Florida has deployed novel tools to gather data and predict needs. Florida partnered with Google to launch a survey that collects information regarding symptom prevalence, travel history, mitigation behaviors, and exposure to COVID-19. The survey is available to Floridians and non-Floridians alike and can be accessed at <https://strongerthanc19.com>.



## Guiding Principles for Re-Opening



### PUBLIC HEALTH & SAFETY

The first priority in re-opening is maintaining the health and safety of all Floridians. Every measure taken by state and local governments, businesses, and individuals should consider the general health and safety of the public.



### PROTECTION OF THE VULNERABLE

Targeted measures should focus on Floridians over the age of 65 and those who have serious underlying medical conditions to prevent exposure to COVID-19.



### HEALTH CARE SYSTEM READINESS

Health facilities should be able to return to normal operations through a prudent approach that ensures available capacity to treat COVID-19 patients in the event of a medical surge. Health care systems also need to develop models for the sustainability of medical supplies and preservation of medical resources without the need for public augmentation of medical supplies.



### ECONOMIC RECOVERY

The **Safe. Smart. Step-by-Step.** plan to re-open Florida should support the highest practicable level of business operation while maintaining public health and safety, so that all Floridians can return to work and the economy can recover.



### PROTECTION OF CIVIL LIBERTIES & MAINTAINING INDIVIDUAL RIGHTS

Measures taken by the government must not impair the fundamental rights of Floridians, and when restrictive measures are imposed they should be the least restrictive measures feasible to accomplish a specific medically necessary objective.



### PUBLIC CONFIDENCE

The **Safe. Smart. Step-by-Step.** plan to re-open Florida must be rooted in sound medical judgement and driven by health metrics so that every Floridian feels safe as they return to work and their daily activities. An effective communications strategy is critical to ensuring public confidence in the COVID-19 mitigation strategies.



### PARTNERSHIP WITH LOCAL COMMUNITIES

Local communities are partners with the state as the **Safe. Smart. Step-by-Step.** plan to re-open Florida is implemented. Florida is a geographically large and diverse state and each of our local communities has unique insight into their individual circumstances. Local communities will play an important role in the plan to re-open Florida.



## Roadmap for Re-Opening

Florida's **Safe. Smart. Step-by-Step.** plan to re-open is grounded in up-to-date data measuring COVID-19 spread, risk, and readiness. This plan is designed to mitigate the risk of resurgence and to protect the most vulnerable, while allowing for a phased path to economic recovery.

This plan should occur in four phases: Phase 0, which is the current phase we are in today; Phase 1; Phase 2; and Phase 3. Entry into each phase will be consistently evaluated in close consultation with public health experts and local government officials.

**Current  
Phase**

**Phase 1**

**Phase 2**

**Phase 3**

### BENCHMARKS



Florida should track critical benchmarks on a statewide basis, the most important of which is hospital capacity to respond in the event of an unexpected surge of COVID-19. If the state shows consistent success, these guidelines contemplate advancement to the next phase. If, however, COVID-19 data suggests increased spread, the state should remain in the current phase. The state should continually review any sudden, unexplained spikes in the number of COVID-19 cases, while factoring in increases in testing and monitor any increases in hospitalizations. In extreme situations, the Governor may deploy a geographically targeted response in consultation with public health officials.



# Benchmarks for Re-Opening

Using the *White House Guidelines for Opening up America Again* as a baseline, the Florida Department of Health has identified three data components that should be considered.

## SYNDROMIC SURVEILLANCE

Syndromic surveillance methods look at individual and population health indicators (such as characteristic symptoms of a particular disease). The objective of this surveillance system is to provide the data and analytic tools needed to identify outbreaks or unusual trends more rapidly, leading to timely public health responses.

### Metric

a. Downward trajectory of influenza-like illnesses (ILI)

**AND**

b. Downward trajectory of COVID-19-like illnesses (fever, cough, shortness of breath)

*Data Source: Early Notification of Community-Based Epidemics (ESSENCE): Florida's syndromic surveillance system.*

## EPIDEMIOLOGY & OUTBREAK DECLINE

Outbreak data captures actual reports of positive cases and traces the causes of health outcomes and diseases. It includes the study of the distribution (frequency, pattern) and determinants (causes, risk factors) of diseases.

The objective of monitoring these data is to ensure the state is managing the spread of COVID-19 and employing effective mitigation measures.

### Metric

a. Downward trajectory of documented COVID-19 cases

**OR**

b. Downward trajectory of positive tests as a percent of total tests (flat or increasing volume of tests)

*Data Source: Merlin, Florida's reportable disease data base.*

## HEALTH CARE CAPABILITY

Data about hospital capacity and readiness shows whether the health care system is ready to respond in the event of an unexpected surge of COVID-19 illness. The ideal situation is for the system to be able to treat all patients without needing to use emergency surge plans and to have a robust COVID-19 testing program in place.

### Metric

a. Capability to treat all patients without triggering surge capacity

**AND**

b. Robust testing program in place for at-risk healthcare workers, including emerging antibody testing

*Data Source: Emergency Status System (ESS) for bed availability data.*

## Roadmap (continued)

### HEALTH CARE CAPABILITY ADDITIONAL REQUIREMENTS

Hospitals satisfy the benchmark for health care capability if they:

1. Have the capacity to immediately convert additional facility-identified surgical and intensive care beds for treatment of COVID-19 patients in a surge capacity situation; and,
2. Have adequate personal protective equipment (PPE) available.
  - o Hospitals must have a well-established supply chain management structure and controls to maintain appropriate levels of PPE and report regularly both PPE levels and bed capacity to the Agency for Health Care Administration.
  - o The adequacy of supplies must take into consideration universal masking of all staff and patients and other guidelines per the Centers for Disease Control and Prevention (CDC) and the Florida Department of Health.
  - o Hospitals should maintain, an adequate supply of N95 masks, surgical masks, gloves, surgical gowns, and other critical resources for current needs with sufficient supply remaining in the event of a surge.
  - o Hospitals must confirm the reliability of their commercial supply chains to ensure timely and adequate supplies of PPE.
  - o Hospitals should not be seeking any additional federal or state assistance requesting PPE supplies upon resuming elective procedures.
  - o Protocols to conserve PPE should be well established and hospitals must provide effective training in PPE conservation including appropriate donning and doffing of PPE.

### TESTING

Testing for COVID-19 is a critical component to Florida's plan to re-open in a **Safe. Smart. Step-by-Step.** approach. As the state re-opens, the amount of testing should be further expanded so state and local health officials can adequately monitor the prevalence of the virus within communities.

The state, in coordination with local governments, healthcare providers, private laboratories, and educational institutions, should have the capacity to reach the following average amount of tests per day over a 7-day period:

- 30,000 average tests per day by May 15;
- 40,000 average tests per day by June 15.

Importantly, Florida has more testing capacity than actual demand. We must work to encourage the expansion of testing up to our capacity.



## **Roadmap (continued)**

The state should pursue an aggressive strategy to further expand testing. Strategies should include:

- Optimizing existing state data dashboards by leveraging the current reporting process for the Department of Health and Agency for Health Care Administration.
- Leveraging private sector partners to scale up testing by partnering with health systems throughout the state.

Local governments should develop testing strategies that expand their rate of testing in the population and reduce the need for state and federal supported testing locations. This plan should provide law enforcement agencies, health care professionals and first responders with priority access to rapid testing, either at point-of-care, when available, or when tests are sent to laboratories.

Local governments should coordinate with health care facilities within their jurisdiction in the development of their testing strategy. The rate of testing within a county should not decline as the state progresses through the phases of re-opening and each community should maintain a minimum level of testing with the goal of achieving and maintaining recommended testing capabilities.

### **CONTACT TRACING**

To enhance the state and local health system's contact tracing process, collaboration methods should be pursued for state-wide expansion of rigorous contact tracing. These methods should prioritize adoption of digital applications, increased work force and use of technological innovations. Specific objectives for an expanded contract tracing program:

- Scale and implement contact tracing programs throughout the state using a phased-in approach targeting geographic regions to contain new outbreaks of COVID-19.
- Leverage private sector and university partners to scale up contact tracing throughout the state.



# General Mitigation Guidance

There is currently no vaccine to prevent contraction of COVID-19. We must bear in mind that, as Floridians, we are all in this together and we have a responsibility to continue practicing mitigation measures.

These general mitigation guidelines are minimum recommended health protocols and are designed to be utilized at every phase of re-opening. Individuals and employers should continue to adhere to federal, state and local guidance, including information from the CDC.

## INDIVIDUALS

Individuals are encouraged to practice good hygiene and engage in healthy activities, including outdoor activities, while practicing social distancing.

The following general guidance is recommended for all individuals throughout each phase of re-opening:

- Practice social distancing, as the virus is most transmissible indoors under close, sustained contact. If you are around other people, try to maintain 6 feet of separation.
- Avoid hugs, handshakes, large gatherings and close quarters.
- Frequently wash hands with soap and water for at least 20 seconds or use hand sanitizer with at least a 60 percent alcohol base if soap and water are not available.
- Consider wearing a face mask or cloth face cover when entering a business, or within close proximity to members of the public.
- Avoid touching eyes, nose and mouth.
- Cover your cough or sneeze with your elbow or a tissue and dispose of the tissue.
- Clean and disinfect frequently touched items and surfaces as much as possible.
- Monitor your symptoms carefully. If you feel sick, stay home.
- If you believe you are infected with COVID-19, contact your health care provider immediately.
- If you are older than 65 years of age or have a serious underlying medical condition, avoid large crowds.

## EMPLOYERS

Employers should prepare their workplaces and consider how to minimize the spread of COVID-19 and lower the impact in their workplace.

## **General Mitigation (continued)**

The following general guidance is recommended for all employers throughout each phase of re-opening:

- Practice social distancing, as the virus is most transmissible indoors under close, sustained contact. If you are around other people, try to maintain 6 feet of separation.
- Avoid hugs, handshakes, large gatherings and close quarters.
- Clean and disinfect high-touch, high-traffic surface areas.
- Develop and implement policies and procedures to train employees on personal hygiene expectations, including increased frequency of hand washing, the use of hand sanitizers with at least 60 percent alcohol and, clear instruction to avoid touching hands to face.
- For businesses that are close contact or have a high potential for exposure to COVID-19, require employees to wear masks, cloth face coverings or other PPE while inside or within close proximity to members of the public.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees and customers.
- Encourage employees who feel sick to stay home and monitor employees for COVID-19 symptoms.
- Do not allow symptomatic people to physically return to work until they meet CDC criteria to do so and are cleared by a medical provider.
- Develop and implement policies and procedures for workforce tracing following a positive COVID-19 test by an employee or an employee who has come into contact with an individual testing positive for COVID-19.



# General Protocols

These general protocols are applicable statewide and at every phase of re-opening.

## VISITS TO LONG-TERM CARE FACILITIES & CORRECTIONAL FACILITIES

Visits to nursing homes, assisted living facilities, adult family-care homes, long-term care facilities, adult group homes and correctional facilities should remain prohibited. Those who interact with residents and patients must adhere to strict hygiene protocols. These restrictions may be lifted by order of the Governor in consultation with state health officials and should not be a component of the phased-in the **Safe. Smart. Step-by-Step.** plan.

## HOSPITAL REGIONAL COLLABORATION WITH SKILLED NURSING FACILITIES, ASSISTED LIVING FACILITIES & OTHER RESIDENTIAL PROVIDERS

- To support safe and effective infection prevention and control strategies at long-term care facilities, hospitals should proactively engage and collaborate with skilled nursing facilities, assisted living facilities, and other long-term care residential providers to share best practices on infection control.
  - If a resident at a skilled nursing facility, assisted living facility, or other long-term care residential facility is admitted to a hospital, the hospital should only discharge those residents for return to their skilled nursing facility, assisted living facility, or other long-term care residential facility only after a negative COVID-19 test result.
- If available, hospitals should provide timely access to testing for residents and staff.
- An alert system in hospital electronic medical record systems should be established to identify emerging COVID-19 cases at local facilities.
- Additionally, hospitals should provide other identified and important resources to support the care of frail elderly and others with underlying medical conditions in these residential facilities to:
  - Prevent the introduction of the virus into the facility;
  - Appropriately care for those with COVID-19; and
  - Prevent the spread of the virus in these facilities.

## ELECTIVE PROCEDURES AT HEALTH CARE FACILITIES

Upon the expiration of Executive Order 20-72 on May 8, 2020, healthcare practitioners should resume all inpatient and outpatient elective procedures at hospitals, ambulatory surgical centers, office surgery centers, dental, orthodontic and endodontic offices, and other health care practitioners' offices. The Governor should authorize the Agency for Health Care Administration and the Florida Department of Health to take actions necessary to limit elective procedures if:

## **General Protocols (continued)**

- Hospitals do not have the capacity to immediately convert additional facility-identified surgical and intensive care beds for treatment of COVID-19 patients in a surge capacity situation;
- Hospitals do not have adequate PPE available to complete all medical procedures and respond to COVID-19 treatments needs;
- Hospitals seek any additional federal, state, or local assistance regarding PPE supplies once resuming elective procedures; and
- Hospitals fail to provide support to and proactively engage with skilled nursing facilities, assisted living facilities, and other long-term care residential providers.

### **CHILDCARE FACILITIES (i.e. Daycares and Summer Camps)**

Childcare facilities, including daycares and voluntary pre-kindergarten programs, should continue to operate throughout each phase of the **Safe. Smart. Step-by-Step.** plan and follow general mitigation protocols as outlined in this report. Childcare facilities should consider implementing the following mitigation techniques:

- Require all staff to wear masks or cloth face coverings and other PPE while on premises.
- Limit class size to maximize social distancing, where feasible, as the virus is most transmissible indoors under close, sustained contact.
- Institute handwashing at regular intervals (i.e. every hour).
- Conduct temperature checks daily.



## **The Plan: Phases For Re-Opening PHASE 0: CURRENT PHASE**

Floridians are operating under the Current Phase as of the date of this report. Executive Order 20-91, which permitted only essential services and activities, expires on April 30, 2020.

### **INDIVIDUALS**

#### **Vulnerable Populations**

Individuals older than 65 years of age with a serious underlying medical condition (such as chronic lung disease, moderate-to-severe asthma, serious heart conditions, immune-compromised status, cancer, diabetes, severe obesity, renal failure and liver disease) are urged to stay at home and only leave their homes when necessary to obtain or provide essential services or conduct essential activities.

#### **Social Gatherings**

All individuals are urged to continue to maximize physical distance from others in public, particularly in enclosed environments. Individuals are urged to avoid socializing in groups of more than 10 people.

#### **Travel**

Individuals are urged to avoid all non-essential travel and cruises, including to U.S. states and cities outside of Florida with community spread of COVID-19. Individuals coming to Florida from an area with substantial community spread, including the New York Tri-State Area (Connecticut, New Jersey and New York) and Louisiana, should isolate for 14 days upon arrival in Florida.

### **EMPLOYERS**

#### **Telework**

Employers are encouraging teleworking, where practical.

#### **Employee Screening**

All employers are urged to screen employees before entering the premises for symptoms of COVID-19 or influenza like illness and, where practical, take the temperature of each employee.

#### **Travel**

Employers are urged to avoid non-essential travel and adhere to CDC guidelines regarding isolation following travel.

#### **Local Government Meetings**

Requirements for in-person quorum for a local government body to meet are suspended and the use of technology and video conferencing for local government meetings is authorized.

## **The Plan: Phase 0, Current Phase**

### **(continued)**

#### **OTHER**

##### **Bars, Pubs and Nightclubs**

Bars, pubs, and nightclubs that derive at least 50 percent of sales from alcohol are currently closed.

##### **Restaurants**

Currently, all restaurants and food establishments are limited to take-out service only.

##### **Gyms and Fitness Centers**

Gyms and fitness centers are closed unless they are:

- Amenities of hotels which have a capacity of 10 persons or less,
- Amenities of a residential building,
- Interior to any fire or police stations, or
- Located inside any single-occupant office building.

##### **Recreation**

- **Public Beaches:** Beach access is limited to parties of 10 or less with 6-foot distance required between groups. Beach closures remain a local government decision.
- **Large Venues:** (i.e. movie theaters, concert halls, auditoriums, bowling alleys, arcades, playhouses, casinos) These facilities are not deemed essential activities.

##### **Large Sporting Event and Theme Parks**

These facilities are currently operating under restricted business measures or have closed.

##### **Vacation Rentals**

Vacation Rentals are currently suspended if:

- Rented for periods of less than 30 days or one calendar month, whichever is less;
- Advertised or held out to the public as a place regularly rented to guests; or
- Otherwise regulated by the Department of Business and Professional Regulation as a vacation rental pursuant to section 509.241, Florida Statutes.
- This prohibition does NOT include:
  - Hotels, motels, inns, resorts, non-transient public lodging establishments, or time share projects;
  - Long-term rentals; or
  - Rentals to persons performing military, emergency, governmental, health or infrastructure response, or travelers engaged in non-vacation commercial activities.

## **The Plan: Phase 0, Current Phase (continued)**

### **Personal Services Businesses**

Currently, personal services businesses such as cosmetology salons, barber shops and nail salons are operating under restricted business measures or have closed.

### **Retail Businesses**

Currently, many retail establishments are operating under restricted business measures or have closed.





## **The Plan: Phases For Re-Opening PHASE 1**

**Phase 1** should begin based on the benchmarks provided for in the Roadmap for Re-Opening which includes a downward trajectory of the syndromic and epidemiology criteria while maintaining adequate health care capacity.

The **Safe. Smart. Step-by-Step.** plan sets forth minimum recommended health protocols. Individuals and businesses should adhere to all public guidance by federal, state and local officials, including state regulatory agencies.

### **INDIVIDUALS**

#### **Vulnerable Populations**

Individuals older than 65 years of age and individuals with a serious underlying medical condition (such as chronic lung disease, moderate-to-severe asthma, serious heart conditions, immune-compromised status, cancer, diabetes, severe obesity, renal failure and liver disease) should continue to stay at home. When leaving home, these individuals should follow social distancing and other general mitigation guidance. Those living with vulnerable individuals should be aware of the exposure risk that they could carry the virus back home after returning to work or other environments where distancing is not practical. Vulnerable populations should affirmatively inform their employer that they are a member of the vulnerable population so that their employer can plan accordingly.

#### **Social Gatherings**

All individuals should continue to maximize physical distance from others in public, particularly in enclosed environments. Individuals should avoid socializing in groups of more than 10 people in circumstances that do not readily allow for appropriate social distancing of at least 6 feet.

#### **Travel**

Individuals should avoid all non-essential travel and cruises, including to U.S. states and cities outside of Florida with substantial community spread of COVID-19. Individuals coming to Florida from an area with substantial community spread, such as the New York Tri-State Area, should adhere to CDC guidelines regarding isolation for 14 days upon arrival in Florida.

### **EMPLOYERS**

#### **Telework**

All employers should encourage teleworking, where practical. Employers should develop plans for employees to return to work in phases, which should be implemented in subsequent phases of the **Safe. Smart. Step-by-Step.** plan.

#### **Employee Screening**

All employers should screen employees before entering the premises for symptoms of COVID-19 or influenza like illness and, where practical, take the temperature of each employee.

## **The Plan: Phase 1**

### **(continued)**

#### **Travel**

Employers should avoid non-essential travel and adhere to CDC guidelines regarding isolation following travel.

#### **Local Government Meetings**

The in-person quorum for a local government body to meet should remain suspended and the use of technology and video conferencing for local government meetings should be encouraged.

### **OTHER**

#### **Bars, Pubs and Nightclubs**

Bars, pubs, and nightclubs that derive at least 50 percent of sales from alcohol should remain closed.

#### **Restaurants**

Restaurants and food establishments should operate at no more than 50 percent capacity, with appropriate social distancing and a minimum of 6 feet separating parties, as the virus is most transmissible indoors under close sustained contact.

- Parties should not exceed 10 people. Businesses should limit inside waiting areas for patrons waiting to be seated.
- Businesses should thoroughly clean and disinfect all surfaces after each use.
- Businesses should consider a reservations-only business model or call-ahead seating to manage spacing in restaurant.
- Outdoor dining areas should be prioritized.
- Businesses should consider posting signs to remind staff and patrons of safety and sanitization protocols.
- Businesses should screen employees before work and should consider requiring employees to wear face masks or cloth face coverings while inside or within close proximity to members of the public.
- Bar areas should remain closed.
- Menus, if laminated, should be cleaned after each usage. Paper menus should be designed for single use and then disposed of immediately after use.
- Businesses should avoid cafeteria-style dining arrangements. If salad bars or buffets are permitted efforts to mitigate risk should include barriers to block virus spread from sneezes and coughs and service utensils should be handled by staff and/or washed frequently.

#### **Gyms and Fitness Centers**

Gyms and fitness centers may re-open but should at a minimum:

- Operate at no more than 50 percent of building capacity.
- Adhere to strict social distancing and sanitation protocols, including cleaning and disinfecting all surfaces.
- Separate patrons by at least 6 feet.

## **The Plan: Phase 1**

### **(continued)**

- Encourage appointment only or scheduled use of equipment.
- Prohibit indoor group sessions or classes.

#### **Recreation**

- **State Parks:** A limited number of state parks should open for daytime use only. During this phase, visitors will not have access to certain amenities, such as pavilions, picnic areas and campsites, due to sections of the park being closed or staff and visitor safety considerations.
- **Public Beaches:** Beach access should be limited to parties of 10 or less with 6-foot distance between groups. Beach closures should remain a local government decision.
- **Large Venues:** (i.e. movie theaters, concert halls, auditoriums, bowling alleys, arcades, playhouses, casinos) These venues should utilize strict social distancing protocols and should operate at no more than 50 percent capacity, with a minimum of 6 feet separating parties. Additional guidance includes:
  - Parties should not exceed 10 people.
  - Operators should clean and disinfect all surfaces after each use.
  - Businesses should consider screening employees before work and require workers to wear face masks or cloth face coverings while inside or within close proximity to members of the public.

#### **Large Sporting Events and Theme Parks**

- Large spectator sporting events should use strict social distancing guidelines and limit occupancy of venues to 25 percent of building capacity.
- Theme parks should remain closed.

#### **Vacation Rentals**

Vacation rentals should remain suspended.

#### **Personal Services Businesses**

Personal Services Businesses, such as cosmetology salons, barber shops and nail salons, should limit occupancy to 50 percent of building capacity and should consider the following mitigation measures:

- Welcome patrons by appointment only and avoid group appointments that increase occupancy during the same time periods.
- Regularly sanitize working stations and equipment between interactions with customers to the greatest frequency feasible.
- Require all employees to wear face masks, cloth face coverings and other PPE while inside or within close proximity of members of the public.
- Encourage customers to wear face masks or cloth face coverings when entering the premises and provide face masks or cloth face coverings upon request, if available.
- Post signage to direct customers against congregating outside of the premises.
- Remove all unnecessary, frequent-touch items such as magazines, newspapers, service menus, any other unnecessary paper products and décor from customer service areas.

## **The Plan: Phase 1**

**(continued)**

### **Retail Businesses**

These types of businesses should consider the following mitigation measures:

- Operate at no more than 50 percent of building capacity.
- Post signage to direct the flow of customers within the premises to promote social distancing, as the virus is most transmissible indoors under close, sustained contact.
- Regularly sanitize work stations and frequently touched surfaces.
- Develop and implement policies and procedures to train employees on personal hygiene expectations, including increased frequency of hand washing, the use of hand sanitizers with at least 60 percent alcohol and, clear instruction to avoid touching hands to face.
- Consider dedicating a certain time each day for vulnerable populations.



## **The Plan: Phases For Re-Opening PHASE 2**

**Phase 2** will begin after the successful conclusion of Phase 1, which includes a downward trajectory of the syndromic and epidemiology criteria while maintaining adequate health care capacity. This will occur when there is no evidence of a rebound or resurgence of COVID-19 cases and satisfies the benchmarks outlined in this **Safe. Smart. Step-by-Step.** plan.

The **Safe. Smart. Step-by-Step.** plan sets forth minimum recommended health protocols. Individuals and businesses should adhere to all public guidance by federal, state and local officials, including state regulatory agencies.

### **INDIVIDUALS**

#### **Vulnerable Populations**

Individuals older than 65 years of age and individuals with a serious underlying medical condition (such as chronic lung disease, moderate-to-severe asthma, serious heart conditions, immune-compromised status, cancer, diabetes, severe obesity, renal failure and liver disease) should continue to stay at home. When leaving the home, these individuals should follow social distancing and other general mitigation guidance. Those living with vulnerable individuals should be aware of the exposure risk that they could carry the virus back home after returning to work or other environments where distancing is not practical. Vulnerable populations should affirmatively inform their employer that they are a member of the vulnerable population so that their employer can plan accordingly.

#### **Social Gatherings**

All individuals should continue to maximize physical distance from others in public, particularly in enclosed environments.

- Individuals should avoid socializing in groups of more than 50 people in circumstances that do not readily allow for appropriate social distancing of at least 6 feet.

#### **Travel**

Individuals may resume non-essential travel.

### **EMPLOYERS**

#### **Telework**

All employers should continue to encourage teleworking where practical. Employers should begin implementing plans for employees to return to work in phases.

#### **Employee Screening**

All employers should screen employees before entering the premises for symptoms of COVID-19 or influenza like illness and, where practical, take the temperature of each employee.

## **The Plan: Phase 2**

### **(continued)**

#### **Travel**

Employers should minimize non-essential travel and adhere to CDC guidelines regarding isolation following travel.

#### **Local Government Meetings**

In-person quorum for local government bodies should resume, allowing no more than 50 people in attendance, as long as social distancing guidelines can still be maintained.

Continue to allow authorized technology and video conferencing for public participation at local government meetings.

### **OTHER**

#### **Bars, Pubs and Nightclubs**

Bars, pubs, and nightclubs that derive more than 50 percent of sales from alcohol should operate at 50 percent of building capacity with an emphasis on diminished standing room capacity and prioritizing outdoor service. Owners should consider:

- Spacing tables at least six feet apart and reducing and spreading the arrangement of seating at the bar to incorporate appropriate social distancing between patrons as well as between patrons and the bar staff.
- Restricting coupling of tables or table groups to 10 or fewer patrons.
- Encouraging beverage orders to be taken at the table by bar or wait staff rather than at the bar counter.
- Incorporating intentional and manageable traffic flows to enable responsible social distancing for patrons waiting on service when accepting orders directly at the bar.
- Cleaning and disinfecting all surfaces after each use.
- Menus, if laminated, should be cleaned after each usage. Paper menus should be designed for single use and then disposed of immediately after use.

#### **Restaurants**

Restaurants and food establishments should operate at no more than 75 percent of building capacity, with appropriate social distancing and a minimum of 6 feet separating parties, as the virus is most transmissible indoors under close, sustained contact.

- Parties should not exceed 10 people. Businesses should limit inside waiting areas for patrons waiting to be seated.
- Allow walk-ins but continue to emphasize a reservations-only business model or call-ahead seating to manage spacing effectively in restaurant.
- Outdoor dining areas should continue to be prioritized.
- Operators should clean and disinfect all surfaces after every use.
- Businesses should consider posting signs to remind staff and patrons of safety and sanitization protocols.
- Businesses should continue to screen employees before work and consider requiring employees to wear face masks or face coverings while inside or within close proximity to members of the public.

## **The Plan: Phase 2**

### **(continued)**

- Menus, if laminated, should be cleaned after each usage. Paper menus should be designed for single use and then disposed of immediately after use.
- Businesses should avoid cafeteria-style dining arrangements. If salad bars or buffets are utilized, efforts to mitigate risk should include barriers to block virus spread from sneezes and coughs and service utensils should be handled by staff and/or washed frequently.

### **Gyms and Fitness Centers**

Gyms and fitness centers should:

- Operate at no more than 75 percent of building capacity.
- Adhere to strict social distancing and sanitation protocols, including cleaning and disinfecting all surfaces after each use.
- Separate patrons by at least 6 feet.
- Resume indoor group sessions and classes with restricted capacity to promote social distancing, as the virus is most transmissible indoors under close, sustained contact.

### **Recreation**

- **State Parks:** All state parks should be opened for daytime use. Some facilities within state parks—including overnight accommodations, pavilions, interpretive programs, any large group activities or events—will remain closed.
- **Public Beaches:** Beaches should be fully open.
- **Large Venues:** (i.e. movie theaters, concert halls, auditoriums, bowling alleys, arcades, playhouses, casinos) These venues should utilize strict social distancing protocols and should operate at no more than 75 percent capacity, with a minimum of 6 feet separating parties. Additional guidance includes:
  - Parties should not exceed 10 people.
  - Operators should clean and disinfect all surfaces after each use.
  - Businesses should consider screening employees before work and requiring workers to wear face masks or cloth face coverings while inside or within close proximity to members of the public.

### **Large Sporting Events and Theme Parks**

- Large spectator sporting events should limit occupancy of venues to 50 percent of building capacity and use strict social distancing.
- Theme parks may consider re-opening with capacity limits, strict social distancing and proper measures to clean and disinfect.

### **Vacation Rentals**

Vacation rentals should consider the following:

- Vacation rentals should open and operate for in-state reservations only (i.e. only Florida residents).
- Prohibit rentals to persons traveling internationally or from a state or locality with a substantial community spread of COVID-19.

## **The Plan: Phase 2**

### **(continued)**

- Maintain 72 hours between guest check-ins to allow for effective cleaning and disinfecting of the rental unit.
- Thoroughly clean and disinfect the property between rentals and post signage in all units detailing cleaning and sanitation procedures.

#### **Personal Services Businesses**

Personal Services Businesses, such as cosmetology salons, barber shops and nail salons, should limit occupancy to 75 percent of building capacity and should consider the following mitigation measures:

- Allow service for walk-in patrons at the discretion of the business owner, so long as patron waiting areas can accommodate proper social distancing protocols, as the virus is most transmissible indoors under close, sustained contact.
- Regularly clean and disinfect working stations and equipment between interactions with customers to the greatest frequency feasible.
- Suggest all employees wear face masks, cloth face coverings and other PPE while inside or within close proximity to members of the public.
- Encourage customers to wear face masks or cloth face coverings when entering the premises and provide face masks or cloth face coverings upon request, if available.
- Post signage to discourage customers against congregating outside of the premises.
- Remove all unnecessary, frequent-touch items such as magazines, newspapers, service menus, any other unnecessary paper products and décor from customer service areas.

#### **Retail Businesses**

Retail businesses should consider the following mitigation measures:

- Operate at no more than 75 percent of building capacity.
- Post signage to direct the flow of customers within the premises to promote social distancing.
- Regularly clean and disinfect working stations and commonly touched surfaces at the greatest frequency feasible.





## **The Plan: Phases For Re-Opening PHASE 3**

**Phase 3** will begin after the successful conclusion of Phase 2, which includes a downward trajectory of the syndromic and epidemiology criteria while maintaining adequate health care capacity. This will occur when there is no evidence of a rebound or resurgence of COVID-19 cases and satisfies the benchmarks outlined in this **Safe. Smart. Step-by-Step.** plan.

The **Safe. Smart. Step-by-Step.** plan sets forth minimum recommended health protocols. Individuals and businesses should adhere to all public guidance by federal, state and local officials, including state regulatory agencies.

### **INDIVIDUALS**

#### **Vulnerable Populations**

Individuals older than 65 years of age and individuals with a serious underlying medical condition (such as chronic lung disease, moderate-to-severe asthma, serious heart conditions, immune-compromised status, cancer, diabetes, severe obesity, renal failure and liver disease) can resume public interactions, but should practice social distancing, minimizing exposure to social settings where distancing may not be practical, unless precautionary measures are observed. Vulnerable populations should affirmatively inform their employer that they are a member of the vulnerable population so that their employer can plan accordingly.

#### **Social Gatherings**

Non-vulnerable populations should consider minimizing time spent in crowded environments.

#### **Travel**

Non-essential travel may continue.

### **EMPLOYERS**

#### **Telework**

Employees should resume unrestricted staffing of worksites and implement the final phasing in of employees returning to work. For vulnerable populations, teleworking can be considered.

#### **Employee Screening**

Employers should take prudent and practical measures to ensure employees do not enter the premises if they believe they are infected with COVID-19 or show symptoms of influenza like illness.

## **The Plan: Phase 3**

### **(continued)**

#### **Travel**

Employees should resume non-essential travel and adhere to CDC guidelines regarding isolation following travel.

#### **Local Government Meetings**

These meetings should return to in-person quorum and public participation for local government bodies.

### **OTHER**

#### **Bars, Pubs and Nightclubs**

Bars, pubs, and nightclubs that derive more than 50 percent of sales from alcohol should operate at full capacity with limited social distancing protocols. Businesses should maintain adequate sanitation practices among employees and patrons during all hours of operation. Menus, if laminated, should be cleaned after each usage. Paper menus should be designed for single use and then disposed of immediately after use.

#### **Restaurants**

Restaurants and food service establishments may operate at full capacity with limited social distancing protocols. Businesses should maintain adequate sanitation practices among employees and patrons during all hours of operation. Menus, if laminated, should continue to be cleaned after each usage. Paper menus shall be designed for single use and then disposed of immediately after use.

#### **Gyms and Fitness Centers**

Gyms and fitness centers should open to full capacity but should maintain adequate sanitation practices among employees and patrons during all hours of operation.

#### **Recreation**

- **State Parks:** State parks should be fully opened, including overnight accommodations.
- **Public Beaches:** Beaches should remain fully opened.
- **Large Venues:** (i.e. movie theaters, concert halls, auditoriums, bowling alleys, arcades, playhouses, casinos) These venues should re-open fully with limited social distancing protocols.

#### **Large Sporting Events and Theme Parks**

- Large spectator sporting events should consider reducing capacity with limited social distancing protocols.
- Theme parks may return to normal operations with limited social distancing protocols.

## **The Plan: Phase 3**

### **(continued)**

#### **Vacation Rentals**

Vacation Rentals should resume normal operating procedures but should continue to thoroughly clean and disinfect the property between rentals.

#### **Personal Services Businesses**

Personal Services Businesses, such as cosmetology salons, barber shops and nail salons, should operate under full capacity but should consider the following mitigation measures:

- Continue to maintain adequate sanitation practices for employees and patrons.
- Regularly clean and disinfect working stations and equipment between interactions with customers to the greatest frequency feasible.
- Remove all unnecessary, frequent-touch items such as magazines, newspapers, service menus, any other unnecessary paper products and décor from customer service areas.

#### **Retail Businesses**

Operators of retail businesses should operate at full capacity but should continue to maintain adequate sanitation practices for employees and patrons.



## Ongoing Considerations

### EDUCATION

The Department of Education and the State University System, in consultation with state health officials, should monitor the re-opening phases as set by this report. However, plans should be developed to resume on-campus learning, full-time, for the 2020-2021 school year.

- The Department of Education should develop a plan to phase-in education, safely, during the summer months to provide supplemental education for closing achievement gaps for early learning through K-12 students who may need additional supports due to COVID-19 school closures.
- Florida's postsecondary institutions should continue to implement distance learning measures to the extent possible and develop a plan for return to on-campus instruction.

### SMALL AND RURAL BUSINESSES

Small businesses are the backbone of the Florida economy. Getting them up and working again is critically important for Florida's economic recovery. The guidance contained in Florida's **Safe. Smart. Step-by-Step.** plan is not a condition for a small business to operate, but the deployment of these recommended measures should occur to the greatest extent feasible to promote economic recovery while ensuring the public health and safety of all Floridians.

Businesses that frequently interact with customers should institute mitigation measures outlined in the guidance within specific phases to ensure that they can conduct their operations in a safe manner and prevent the spread of COVID-19. While these measures should be universally deployed, many small businesses will be unable to afford PPE and need assistance to provide PPE or other protective equipment.

As the state moves forward with the **Safe. Smart. Step-by-Step.** plan, resources should be provided to aid small businesses to acquire the protective materials needed to restart operations. These measures can include:

- Direct grant assistance to local governments focused on small business programs to acquire PPE and other protective infrastructure such as sneeze guards, thermometers, and sanitation supplies.
- Coordinated support from the Division of Emergency Management to local governments to provide protective health supplies when deficiencies exist that severely impair small business operations.

Additionally, rural communities have experienced the COVID-19 pandemic differently than urban areas. Florida's agriculture industry has felt significant economic strain through the supply chain from mitigation measures taken by restaurants and retail businesses.

## Ongoing Considerations (continued)

Through all stages of economic recovery, Florida's rural communities should be a focus of efforts to restore stability to the state's diverse economic base. Some examples of measures include:

- Policies developed by Florida's social services programs for food assistance should prioritize buying from Florida growers and producers, and state vendors should prioritize Florida businesses as a condition of all procurement.
- Florida economic development planning should develop marketing and branding strategies to further promote rural communities and products and food produced in Florida to Floridians.

The Florida Department of Economic Opportunity, through its emergency operation function, should continue to partner with local governments and small businesses to communicate successful mitigation strategies for businesses.

## TOURISM

Tourism is vital to Florida's economic well-being. Tourism marketing by VISIT FLORIDA should be reintroduced in phases that acknowledge the progression the state makes through the **Safe. Smart. Step-by-Step.** plan. Currently, VISIT FLORIDA is engaged in limited marketing. During the initial phases of the **Safe. Smart. Step-by-Step.** plan, VISIT FLORIDA should focus on promoting in-state travel when businesses are ready.

## HURRICANE PREPAREDNESS: BUSINESS DISASTER PLANNING

### Before a Disaster Strikes

A disaster of any size could have an impact on business. All businesses should build a disaster continuity plan and encourage employees to create a family emergency plan. It is important to consider how a disaster could affect employees, customers and workplaces. Important considerations include: how to manage a business if access to the workplace is limited by road closures, streets are impassable, or communication is limited.

Additionally, businesses should similarly plan for the unique challenges of a hurricane during a pandemic and set aside disaster supplies. This may include warehousing or storage of emergency masks, cloth face coverings or other PPE along with generators and other equipment.

### During a Disaster

During a disaster, safety is the main concern. Businesses are encouraged to review their Business Continuity Plan to ensure the information is up to date and employees are aware of the plan and their responsibilities. It is important to monitor relevant emergency management news for weather and safety updates. In case an evacuation is ordered, business owners should secure their businesses and follow instructions by local emergency management on evacuation orders. If local emergency management officials order an evacuation and a business owner makes the decision to remain at their business, emergency responders will not be able to respond during the disaster.

## **Ongoing Considerations**

**(continued)**

Regarding COVID-19, the unique issues of this public health crisis may require emergency management officials to consider stay-at-home orders instead of evacuating people in a storm's path. If evacuations are required, transportation network companies, such as Uber and Lyft, may be considered in addition to buses to assist in evacuations. Further, utilizing additional school locations to add capacity to allow for greater social distancing as well as hotels may be considered in addition to current evacuation centers.

**LOCAL STATE OF EMERGENCY DECLARATION  
COVID-19 #1**

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the World Health Organization (WHO) has declared a pandemic related to COVID-19, and

WHEREAS, the Center for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as “high”, both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida; and

WHEREAS, on March 9, 2020 Governor Ron DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, under certain circumstances, certain people will have an increased risk of infection, for example healthcare, first responders, and emergency medical services workers caring for patients with COVID-19 and other close contacts of persons with COVID-19; and

WHEREAS, it is the duty of Taylor County to take protective measures – including activation of the emergency operations center when necessary, procurement of personal protective equipment, consequence management, and similar activities to support the public health and safety of the community.

WHEREAS, The President of the United States has declared a State of Emergency for the Country to address the public health threat to the United States of America as a result of COVID-19; and

WHEREAS, certain specialized equipment and personnel may be required to adequately respond to the needs of its citizens; and

WHEREAS, other measures may have to be taken in order to mitigate the potential for causing further threatening conditions with the County; and

WHEREAS, Chapter 253.38(3)(a), Florida Statutes, provides authority for a political subdivision such as Taylor County to declare a state of local emergency and to exercise certain power and authority to safeguard the lives and property of its citizens.

NOW THEREFORE, IT IS RESOLVED this 17<sup>th</sup> day of March 2020, that the COVID-19 pandemic poses a serious threat to the health and lives of residents and guests

of Taylor County and that a State of Local Emergency is declared effective this 17<sup>th</sup> day of March 2020, for all the territory within the legal boundaries of Taylor County, including all the territory within the legal boundaries of Taylor County, including all of the unincorporated and incorporated areas.

BE IT FURTHER RESOLVED that the Board of County Commissioners of Taylor County, through its designated Policy Group, hereby incorporate the above WHEREAS clauses herein and hereby authorize the exercise of its authority and powers pursuant to Florida Statutes 252.38(3) (a) which include the authority and power to:

[1] **CONTRACTS, EQUIPMENT, SUPPLIES:** Appropriately expend funds; make contracts; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any emergencies; and direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the Federal and State Emergency Management Agencies.

[2] **ADDITIONAL PERSONNEL:** Appoint, employ, remove, or provide (with or without compensation), coordinators, rescue teams, fire and police personnel, and other emergency management workers.

[3] **EMERGENCY OPERATING CENTERS:** Establish as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

[4] **ASSIGNMENT - COUNTY PROPERTY/PERSONNEL:** Assign and make available for the duty the offices and agencies which operate under the Board of County Commissioners of Taylor County, including employees, property, and equipment thereof relating to sheltering, firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency operation purposes, as the primary emergency management forces of Taylor County. Furthermore, the County Administrator is authorized to adjust work conditions including leave policies and suspend union bargaining agreements pursuant to the relevant articles therein, if necessary.

[5] **REQUEST FOR ASSISTANCE:** Request State assistance or invoke emergency related mutual aid assistance by declaring a state of local emergency effecting Taylor County. The Local State of Emergency will remain in effect within the legal boundaries of Taylor County, Florida for seven (7) days from the date hereof and may be extended as necessary in seven (7) day increments. The County Administrator is hereby authorized to execute extensions of the Local State of Emergency as deemed necessary.

[6] **WAIVER OF PROCEDURES AND FORMALITIES OTHERWISE REQUIRED:** Due to the Local State of Emergency, effective immediately, the procedures and formalities required of the County by law or ordinance are hereby waived as they pertain to:

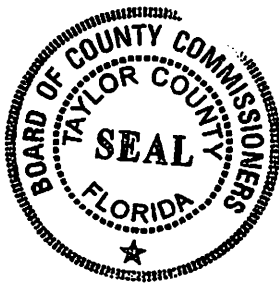


- (a) Performance of public work and taking whatever action is necessary to ensure the health, safety and welfare of the Community, including but not limited to denying or revoking permits for public gatherings and/or cancelling mass gatherings taking place in Taylor County during the Local State of Emergency. A mass gathering is defined by the Center for Disease Control as 50 people or greater, however, this number is subject to amendment should the circumstances of the situation change;
  - (b) Entering into contracts;
  - (c) Incurring obligations;
  - (d) Employment of permanent and temporary workers;
  - (e) Utilization of voluntary workers;
  - (f) Rental of equipment;
  - (g) Acquisition and distribution with or without compensation of supplies, materials and facilities, and;
8. Appropriation and expenditure of public funds.

**Alterations or Rescission:**

This declaration of a Local State of Emergency may be altered or rescinded either by the issuance of a subsequent Executive Order or by an appropriate Resolution of the Board of County Commissioners.

DONE, ORDERED AND ADOPTED this 17<sup>th</sup> day of March, 2020.



Pam Feagle  
Chairperson  
Taylor County Board of County Commissioners

ATTEST:

ANNIE MAE MURPHY  
Clerk of Court

## **ADDITIONS TO THE AGENDA**

**October 5, 2020**

## **REMOVE**

## **PUBLIC REQUESTS**

21. JACK SMITH, FLORIDA FOREST SERVICE AREA SUPERVISOR, AND JARED BEAUCHAMP, FLORIDA FOREST SERVICE SENIOR FORESTER, TO APPEAR TO PRESENT THE ANNUAL REPORT ON COOPERATIVE FORESTRY ASSISTANCE AND FOREST PROTECTION PROGRAMS.