

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

MONDAY, JANUARY 4, 2021  
6:00 P.M.

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

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

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

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.
5. THE BOARD TO CONSIDER RATIFICATION OF THE CHAIRMAN'S SIGNATURE ON THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE DEPARTMENT OF HOMELAND SECURITY, IN ORDER TO PARTICIPATE IN THE E-VERIFY PROGRAM, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
6. THE BOARD TO CONSIDER APPROVAL OF AMENDMENTS TO THE BOARD RULES OF PROCEDURE FOR FY 2021, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
7. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, SCOP ROAD PROJECT (EAST ELLISON ROAD FUND), SCOP/CGIP ROAD PROJECT (STEINHATCHEE/1<sup>ST</sup>. AVE) FUND, SCRAP ROAD PROJECT (NORTH ELLISON ROAD) FUND, MSTU FUND (2) AND SALES TAX REVENUE FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
8. THE BOARD TO CONSIDER APPROVAL OF PUBLIC OFFICIAL BONDS FOR SHAWNA BEACH, PROPERTY APPRAISER, JAMIE ENGLISH, COUNTY COMMISSIONER DISTRICT 1 AND MICHAEL NEWMAN, COUNTY COMMISSIONER DISTRICT 3.

**PUBLIC REQUESTS:**

9. BLAIR BEATY TO APPEAR TO DISCUSS FOLEY CUT-OFF ROAD PROJECT.
10. THE BOARD TO CONSIDER APPROVAL OF THE STEINHATCHEE FIDDLER CRAB FESTIVAL EVENT PERMIT FOR FEBRUARY 12-14, 2021, AS REQUESTED BY PAM WESSELS, STEINHATCHEE RIVER CHAMBER OF COMMERCE PRESIDENT.
11. PADRAIC JUAREZ, ADMINISTRATOR, TAYLOR COUNTY HEALTH DEPARTMENT, TO APPEAR TO PROVIDE UPDATE ON THE CORONAVIRUS.
12. THE BOARD TO CONSIDER APPROVAL OF REQUEST BY WASTE PRO USA, INC. TO INCREASE THE ANNUAL CPI BY 1.6%, AS REQUESTED BY TODD MITCHELL, DIVISION MANAGER.

**CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:**

13. MARTY TOMPKINS, UNDERSHERIFF, TO APPEAR TO DISCUSS EQUIPMENT NEEDS AT DISPATCH.

**COUNTY STAFF ITEMS:**

14. GREG MULLINS, PARKS AND RECREATION MANAGER, TO APPEAR TO DISCUSS SPRING BASEBALL AND SPORTS COMPLEX OPERATIONS.

**COUNTY ATTORNEY ITEMS:**

15. THE COUNTY ATTORNEY TO DISCUSS LAKEY V. TAYLOR COUNTY MEDIATION NOTICE.
16. THE COUNTY ATTORNEY, COUNTY ADMINISTRATOR, AND THE COUNTY ENGINEER TO UPDATE THE BOARD ON THE STATUS OF THE FOLEY CUT-OFF ROAD CONSTRUCTION PROJECT CONTRACTUAL DISPUTE.

**COUNTY ADMINISTRATOR ITEMS:**

17. THE BOARD TO CONSIDER APPROVAL OF SCOPE OF SERVICES FOR SPECIAL ASSESSMENT STUDY FOR SOLID WASTE SERVICES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

18. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH GOVERNMENT SERVICES GROUP (GSG), INC., AS AGENDAED BY THE COUNTY ADMINISTRATOR.
19. THE COUNTY ADMINISTRATOR TO DISCUSS EMERGENCY PAID SICK LEAVE.
20. THE COUNTY ADMINISTRATOR TO PROVIDE OPERATIONAL UPDATE.
21. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
22. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
23. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

**FOR YOUR INFORMATION:**

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

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

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



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

The Board to ratify the signature of the Chairperson on the Memorandum of Understanding with the Department of Homeland Security in order to participate in the E-Verify program.

**MEETING DATE REQUESTED:**

January 4, 2020

**Statement of Issue:** To approve agreement in order to participate in the mandatory E-Verify program.

**Recommended Action:** Ratify the signature of the Chairperson

**Fiscal Impact:** None

**Budgeted Expense:** N/A

**Submitted By:** LaWanda Pemberton, County Administrator

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

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** E-Verify is a web-based system that allows enrolled employers to confirm the eligibility of their employees to work in the United States. E-Verify employers verify the identity and employment eligibility of newly hired employees by electronically matching information provided by employees on the Form I-9, Employment Eligibility Verification, against records available to the Social Security Administration (SSA) and the Department of Homeland Security (DHS).

On June 30, 2019 Florida enacted a new law that makes the use of E-Verify mandatory for all government employees and certain private employees, effective January 1, 2020. Every public employee, contractor and subcontractor in Florida must enroll in and use the E-Verify system to confirm the eligibility of all new employees.

**Options:** N/A

**Attachments:** Memorandum of Understanding  
Letter from County Attorney

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Taylor County Board of County Commissioners (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1613247

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

Company ID Number: 1613247

**Approved by:**

<b>Employer</b> Taylor County Board of County Commissioners	
<b>Name (Please Type or Print)</b> THOMAS DEMPS	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 12/02/2020
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 12/02/2020

Company ID Number: 1613247

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Taylor County Board of County Commissioners
Company Facility Address	201 E Green St Perry, FL 32347
Company Alternate Address	
County or Parish	TAYLOR
Employer Identification Number	596008790
North American Industry Classification Systems Code	921
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

Company ID Number: 1613247

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

FLORIDA

1 site(s)



Company ID Number: 1613247

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Traci M Rowell  
Phone Number (850) 838 - 3500 ext. 8  
Fax Number (850) 838 - 3501  
Email Address TRowell@taylorcountygov.com

Name MARSHA DURDEN  
Phone Number (850) 838 - 3500 ext. 2  
Fax Number  
Email Address MDURDEN@TAYLORCOUNTYGOV.COM

Name THOMAS DEMPS  
Phone Number (850) 838 - 6861  
Fax Number (850) 838 - 3501  
Email Address TDEMPS@taylorcountygov.com

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

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CONRAD C. "SONNY" BISHOP, III  
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411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

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

December 28, 2020

(VIA EMAIL & REGULAR MAIL)

LaWanda Pemberton  
County Administrator  
201 East Green St.  
Perry, FL 32347

Re: MOU E-Verify Contract

Dear LaWanda:


Just a note, I reviewed the "E-Verify Memorandum of Understanding for Employers".

It is my understanding that it will be on the January 4, 2021 agenda.

I will be glad to discuss it with you. Please give me a call.

Thank you and Happy New Year.

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/jr

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

(6)

# **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**



**FY 2021**

**RULES OF PROCEDURE**

JAMIE ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

January 4, 2021

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

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

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

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

Adopted in regular session \_\_\_\_\_, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
GARY KNOWLES, Clerk Ad Interim

\_\_\_\_\_  
THOMAS DEMPS, Chairperson

*Revised December 22, 2020*  
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## SECTION I - PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

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

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

(b) Because of the need to comply with seating capacity requirements of the fire code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. At the sole discretion of the Commission, when an unusually large crowd is anticipated the Commission may consider holding the meeting in the County courtroom or other large public facility.

Limited seating may also be imposed due to public health concerns, such as pandemics, and meetings may be made available to the public through virtual media platforms.

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

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

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

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

(a) After being recognized, the person shall:

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

Chair or the Board may require those wishing to speak to fill a "Request to Speak on Agendaed Items form," see attachment 2, page 20.

- (b) The Commission may discuss the matter, assign it to a committee, or refer it to the County Administrator and/or County Attorney for review and comment.
- (c) No person other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.
- (d) A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking that has been properly recognized by the Chair.
- (e) If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. If the person does not do so, s/he is subject to removal pursuant to Rule 19 Sergeant-at-Arms.
- (f) Prior to the beginning of a meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their name and home address, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so.
- (g) The Chair, subject to concurrence of the majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.
- (h) Employees of the County may address the Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter or a personnel dispute will not be entertained as a part of Citizen Comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.

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

- (a) If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the County Attorney and/or the County Administrator for review and recommendation, or may take other actions it deems appropriate.
- (b) If administrative, and the complaint is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Administrator; the Chair shall then refer the complaint directly to the County Administrator for her/his review, if said complaint has not been so reviewed. The Commission may direct that the County Administrator report to the Commission when her/his

review is completed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Regularly Scheduled Board Workshop. The Board usually conducts a workshop once a month normally scheduled to start at 6:00 p.m. on the 4<sup>th</sup> Tuesday of the month (following the 1<sup>st</sup> Board meeting of the month) in the Commission Chambers at the County Commissioners' Administrative Complex, 201 East Green Street, Perry, Florida. From time-to-time, regular workshop meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible. No motions are made or passed at a workshop unless an unforeseen emergency arises and then the Commission would have to declare an emergency and enter into an emergency meeting as detailed above.



## **8: Public Hearings; Time; Location.**

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

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

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

## **9: Public Hearing; Procedures.**

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

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

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

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

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

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

(1) Prior to the commencement of quasi-judicial hearings, the County Attorney will

provide the public with an explanation of quasi-judicial hearing proceedings and shall read the following statement:

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

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

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

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

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

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

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

- (5) The applicant for a land use change or his/her representative will make a presentation pertaining to the application. The Chair will once again inquire as to whether

Commissioners and then parties to the proceeding have questions of the applicant and the applicant's representatives.

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

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

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

(c) Ex-Parte Communications

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

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

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

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

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

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

(b) Requests for copies of public information (including the Chair's mail and videotapes of



County Commission meetings and workshops) shall be fulfilled pursuant to the Board's policy specifically addressing the handling of public records requests.

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

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

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

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

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

## **SECTION II -PREPARATION OF AGENDA; ORDER OF BUSINESS**

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

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

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

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

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

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

### **14: Meeting; Order of Business.**

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

(1) Invocation and Pledge of Allegiance - The Commission may maintain a clergy rotational roster for the invocation. Members of the Commission as well as others may also be designated to present the invocation. The Chair shall lead the pledge.

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

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

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

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

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

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

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

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

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

**19: Sergeant at Arms.** The Sheriff's designee shall be sergeant-at-arms of the Commission meetings. The Taylor County Sheriff's Office is authorized to assist the Board in performing this duty. The Sheriff's designee shall carry out all orders and instructions given by the County

Commission for the purpose of maintaining order and decorum at the Commission meeting. The following policy will provide guidance in handling disruptions:

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

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

(c) If the disruption fails to stop:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**25: Motions.** An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the county. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. All motions shall be made and seconded before debate.

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

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

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

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

### **SECTION III -GENERAL PROVISIONS**

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

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

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

(a) In the years when there is not an election, the Commission elects a Chairperson from among its members at the 2<sup>nd</sup> regularly scheduled meeting, or as soon thereafter as possible. The Clerk calls for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.

(b) In the years when there is an election, the Commission elects a chairperson from among its members on the "Day" the swearing in of the new Commission (ers) occur(s). The Clerk calls for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting select a Chair for the remainder of the term.

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

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

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

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

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

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



- (d) Expedite business in every way compatible with the rights of members;
- (e) Remain objective while enjoying the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while presiding. The Chair shall have nothing to say on the merits of pending questions until the Commissioners and citizens have fully debated the question. On certain occasions which should be extremely rare the Chair may believe that a crucial factor relating to such a question has been overlooked and that his/her obligation as a member to call attention to the point outweighs the duty to preside at that time. If the Chair wishes to place a motion, the gavel must be relinquished.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JAMIE ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### Request to Speak on Non-Agendaed Items

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

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

Only those who have completed and submitted the "Request to Speak for Non Agendaed Items" form are allowed to speak on non-agendaed items. Each individual is allowed to speak for three (3) minutes. In most cases you will not receive an immediate response. The Board may direct the County Administrator or the County Attorney research the issue and respond to you directly or to agenda the issue at a future Board meeting. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you. If you have received this form via mail, fax or email, you may email it to [county.admin@taylorcountygov.com](mailto:county.admin@taylorcountygov.com) or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 7. Thanks for helping us conduct an open and orderly meeting.

### Request to Speak on Non-Agendaed Items

Name

Date

Group/Organization you represent, if any:

Phone:

Email:

Topic:

## Attachment 2: Request to Speak for Agendaed Items.

JAMIE ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
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### Request to Speak on Agendaed Items

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

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

When specified by the Board only those who have completed and submitted the "Request to Speak for Agendaed Items" form are allowed to speak on agendaed items. Each individual is allowed to speak for two minutes per item requested. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you. If you have received this form via mail, fax or email, you may email it to [county.admin@taylorcountygov.com](mailto:county.admin@taylorcountygov.com) or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 6. Thanks for helping us conduct an open and orderly meeting.

### Request to Speak on Agendaed Items

Name \_\_\_\_\_

Date \_\_\_\_\_

Group/Organization you represent, if any: \_\_\_\_\_

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

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

Agenda item Number: \_\_\_\_\_

Topic: \_\_\_\_\_



### Attachment 3: Request to Amend Suggested Agenda.

JAMIE ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



## **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

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(850) 838-3501 Fax

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

### Request to Amend Suggested Agenda

1: Date of Meeting Agenda to be amended.

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

County Commissioner,      Clerk,      County Administrator,      County Attorney

3: Name of Person Making the request.

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

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

Please sign \_\_\_\_\_ date \_\_\_\_\_

## Attachment 4: Board and Committee Applicants' Ranking Form

JAMIE ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

## Board and Committee Applicants Ranking Form

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

Commissioner: \_\_\_\_\_

Commissioner Signature \_\_\_\_\_

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

Applicant Name:	Rank Applicants 1-10

## **Attachment 5: Examples of Motions.**

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

### **2: Subsidiary Motions:**

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

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

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

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

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

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

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

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



### 3: Incidental Motions.

- a. **Point of Order:** “Mr. Chair/Madam Chair, Point of Order” After recognition by the Chair, the member states his/her objection. There can be no discussion on the Point of Order. No vote, unless a motion arises out of the Point of Order.
- b. **Divide a Motion:** “Mr. Chair/Madam Chair, I move to divide the motion so as to consider separately... (stating the issues to be considered).” Second is required – majority vote necessary for passage – discussion shall be allowed on why it should be divided.
- c. **Consider by paragraph or seriatim:** “Mr. Chair/Madam Chair, I move that the motion be considered by paragraph (or seriatim).” Second is required – majority vote necessary for passage – discussion shall be brief on the necessity for the action.
- d. **Withdrawing a Motion:** “Mr. Chair/Madam Chair, I withdraw the motion.” The maker of a motion or the person who seconded the motion may withdraw their motion or second at any time before the motion has been called for a vote.
- e. **Appeal the decision (of the Chair):** “I appeal the decision of the Chair.” Second is required – a majority or tie vote upholds the Chair’s decision – debate on motion to appeal is allowed with the Chair speaking first and last.

### 4: Privileged Motions.

- a. **Adjourn:** “Mr. Chair/Madam Chair, I move to adjourn.” Requires a second – majority vote necessary for passage – there can be no discussion.
- b. **Motions of Privilege:** “I rise to a question of privilege affecting the meeting.” OR “I rise to a question of personal privilege.” The Chair will then request that the member state his/her question or point of privilege. There can be no discussion on the question.
- c. **Recess:** “Mr. Chair/Madam Chair, I move to recess until ... (state exact limit of recess).” Second is required – majority vote necessary for passage – there can be no discussion on the motion. The Chair may call for a recess, when necessary.

## **Attachment 6: Definition of Parliamentary Terms.**

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

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

**Adjourn:** to officially terminate a meeting.

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

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

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

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

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

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

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

**Convene:** to open a meeting.

**Debate:** formal discussion of a motion under the rules of parliamentary law. (More often in

these rules referred to as discussion.)

**Defer:** to not take action by either referring it to a committee; County Administrator or County Attorney for further action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Precedence:** the rank or priority governing the motion.

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

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

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

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

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

**Request:** a statement to the Chair asking a question or some “right.”

**Rescind:** to nullify or cancel a previous action.

**Resolution:** a formal motion, usually in writing, and introduced by the word “resolved,” that is presented to the Board for a decision.

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

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

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

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

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

**Seriatim:** consideration by sections or paragraphs.

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

**Statute:** a law passed by the Legislature.

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

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

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

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

## COMMISSIONERS CODE OF CONDUCT

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

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

R E S O L U T I O N

(7)

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

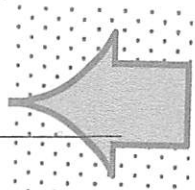
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SALES TAX REVENUE FUND** budget for the fiscal year ending September 30, 2021.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$135,042	150-3899010	Cash Brought Forward
\$135,042	1504-56400	DMH-Capital Improvements Capital Outlay - Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 4<sup>th</sup> day of January, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman



**SIGN  
HERE**

Carry Forward balance at FYE '20 in excess of the 2021 budget

✓

SALES TAX REVENUE / HOSPITAL (FUND 150)  
2020/2021 BUDGET

REVENUE:

Estimated Fund Balance (Cash Carry Forward) \$41,471  
\*at 09/30/20

**TOTAL REVENUE BUDGET \$41,471**

EXPENDITURES:

Reserve for Capital – Hospital Building \$41,471

**TOTAL EXPENDITURE BUDGET \$41,471**

→ Budget CF  
Based on estimated  
expenses (completion  
of chiller installation)

\*remaining balance of 1 cent discretionary tax after making final hospital debt payment in December 2017 – to be used for capital improvements / capital equipment for the hospital.



Chiller installation not  
Completed.

000  
176,873.00  
41,471.00  
135,402.00

amend budget  
DWelch

Actual CF @ FYE  
\$176,873

DWelch  
12/29/20



SUNGARD PENTAMATION, INC.  
DATE: 12/29/2020  
TIME: 09:27:45

TAYLOR COUNTY BOARD OF COMMISSIONERS  
PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 1  
STATMN11

SELECTION CRITERIA: genledgr.fund='150'  
ACCOUNTING PERIOD: 13/20

FUND - 150 - SALES TAX REVENUE FD/HOSP

ACCOUNT	TITLE	DEBITS	CREDITS
1010000	CASH IN BANK	.00	
1011010	CASH OPERATING/CHECKING	73,229.50	
1011021	FLGIT-DAY FUND	637.27	
TOTAL CASH IN BANK		73,866.77	.00
1310000	DUE FROM OTHER FUNDS	.00	
TOTAL DUE FROM OTHER FUNDS		.00	.00
1330000	DUE FROM OTHER GOV UNITS	.00	
1331010	DUE FROM STATE	.00	
TOTAL DUE FROM OTHER GOV UNITS		.00	.00
1510000	INVESTMENTS-CURRENT	.00	
1511021	SBA-POOL B/"AT-RISK" SEC.	.00	
1511030	SBA-LOC.GOV.INFRASTRUCTUR	2,119.44	
1511034	BANK NY-ESCROW	.00	
TOTAL INVESTMENTS-CURRENT		2,119.44	.00
1511061	GF MONEY MARKET INVEST	100,887.23	
TOTAL CASH IN BANK		100,887.23	.00
1659000	ACCUMULATED DEPRECIATION	.00	
TOTAL ACCUMULATED DEPRECIATION		.00	.00
TOTAL ASSETS		176,873.44	.00
2010000	VOUCHERS PAYABLE		.00
TOTAL VOUCHERS PAYABLE		.00	.00
2020000	ACCOUNTS PAYABLE		.00
TOTAL ACCOUNTS PAYABLE		.00	.00
2070000	DUE TO OTHER FUNDS		.00
TOTAL DUE TO OTHER FUNDS		.00	.00
2080000	DUE TO OTHER GOVT UNITS		.00
TOTAL DUE TO OTHER GOVT UNITS		.00	.00
2231010	DEFERRED REVENUE		.00
TOTAL DEFERRED REVENUE		.00	.00
TOTAL LIABILITIES		.00	.00
2400000	CONTROLS		.00
2410000	BUDGET FUND BALANCE		1,024,377.09
2410001	EXPENDITURE BUDGET CNTRL		476,848.00
2410002	REVENUE BUDGET CONTROL	476,848.00	
2420001	EXPENDITURE CONTROL	300,623.88	
2430000	ENCUMBRANCE CONTROL		.00

actual CF  
@ FYE

Tulch  
\$176,873

# RESOLUTION

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

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$40,198	107-3342014	FL Firefighter Assistance Grant
Expenditures:		
\$40,198	0197-01-56400	Capital Outlay - Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 4th day of January, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

**New Fire Grant FY' 21 - FL Firefighter Assistance Grant**



**JIMMY PATRONIS**  
CHIEF FINANCIAL OFFICER  
STATE FIRE MARSHAL  
STATE OF FLORIDA

October 7, 2020

**RETURN RECEIPT MAIL**

Taylor County Fire Rescue  
Attn: Dan Cassel, Fire Chief  
501 Industrial Park Dr  
Perry, FL 32348

Re: Florida Firefighter Assistance Grant Program

Dear Chief Cassel:

On behalf of the Division of State Fire Marshal, we are pleased to inform you that your grant application submitted under the Fiscal Year 2020/21 Florida Firefighter Assistance Grant Program has been approved. The Bureau of Fire Standards and Training carries out the responsibilities of administering your grant. The approved project is to purchase five (5) Self-contained Breathing Apparatus not to exceed a cost of \$40,197.95. Please be advised that the approved project amount has been adjusted to include a spare cylinder for each SCBA purchased. There would be no cost to you, unless you exceed the maximum amount of the award.

In order for your department to participate in this grant award, you are required to accept the grant award within 30 calendar days of receipt. Please send your acceptance/denial email to [firefightergrant@myfloridacfo.com](mailto:firefightergrant@myfloridacfo.com). Additionally, the department/fire service provider is required to approve and execute the Agreement and submit a copy of the entire contract document by email to [firefightergrant@myfloridacfo.com](mailto:firefightergrant@myfloridacfo.com). Due to COVID-19, mailed copies of the entire original contract document is not required at this time.

If you have any questions, concerns, or need assistance with regards to this process, please call Charles Frank at 352-369-2830.

Charles Frank

Cc: Michael Tucker, Chief

Att: Grant Agreement

CHARLES FRANK • STATE VOLUNTEER FIRE COORDINATOR  
STATE FIRE MARSHAL • BUREAU OF FIRE STANDARDS AND TRAINING  
11655 NW GAINESVILLE ROAD • OCALA, FLORIDA 34482-1486 • TEL. 352-369-2830 • FAX 352-732-1374  
EMAIL • [CHARLES.FRANK@MYFLORIDACFO.COM](mailto:CHARLES.FRANK@MYFLORIDACFO.COM)  
AFFIRMATIVE ACTION • EQUAL OPPORTUNITY EMPLOYER

# RESOLUTION

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

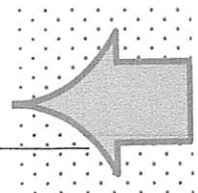
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2021.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$ 5,677	107-3312012	Vol. Fire Assistance(Federal)Grant
Expenditures:		
\$11,355	0195-55201	Vol. Fire Asst. Grant- General Operating Supplies
\$ (5,678)	0192-55201	Transfer Match Requirement - Fire - Gen. Op.Supplies
\$ 5,677		<b>Net Increase in Overall Budget</b>

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 4<sup>th</sup> day of January, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman



**SIGN  
HERE**

New Grant Awarded 2021 FY



Florida Department of Agriculture and Consumer Services  
Florida Forest Service

**VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION**

NICOLE "NIKKI" FRIED  
COMMISSIONER

LEGAL NAME Taylor County Board of County Commissioners		FORM OF ORGANIZATION: (Municipal, Fire District, Non-Profit, County)	
ADDRESS 201 E. Green Street		County	
CITY Perry		IF COUNTY, LIST VFD'S BENEFITING FROM GRANT:	
STATE Florida	ZIP 32347	Shady Grove (North) and Woods Creek (West)	
COUNTY Taylor	COUNTY #		
EMPLOYER IDENTIFICATION NUMBER (EIN)			
5 9 - 6 0 0 0 8 7 9			

IS FIRE DEPARTMENT LOCATED IN AN INCORPORATED TOWN?		WHAT IS THE FIRE DEPARTMENT ISO RATING? 5/9	
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, NAME OF TOWN:		IS FIRE DEPARTMENT NIMS COMPLIANT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
POPULATION OF TOWN:		CURRENT COOPERATIVE AGREEMENT WITH FFS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
PROTECTED AREA: EST. POPULATION: 8,000 SIZE: (SQ. MILES) 650		DISTANCE OF CLOSEST MUTUAL AID FIRE DEPARTMENT: 8-35	
		NAME OF FIRE DEPARTMENT: City of Perry	

NUMBER OF FIREFIGHTERS: PAID: 16 VOLUNTEERS: 20		HAS APPLICANT RECEIVED GRANT FUNDS FROM ANY SOURCE IN THE PAST 12 MONTHS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
NO. OF INCIDENTS PAST YEAR: WILDLAND FIRE: 54 OTHER: 497		IF YES, WHERE? FL Division of Forestry	
NO. OF FIREFIGHTERS CERTIFIED AS:		AMOUNT: \$ 5,144.22	
WILDLAND FIREFIGHTER I 2 WILDLAND FIREFIGHTER II 34		LIST TOTAL FUNDS RECEIVED FROM OTHER TAXING AUTHORITIES SUCH AS CITY, COUNTY, TAXING DISTRICTS (Past 12 Months)	
		AMOUNT: \$ 28,562.00	

LIST OF FIREFIGHTING VEHICLES:			
TYPE	MAKE/YR.MODEL	PUMP CAPACITY (GPM)	WATER CAPACITY (GAL.)
Brush Truck	Ford/2005 550	120	300
Engine	Ford/2001 550	1250	1000
Engine	Chevy/1986 C60	1000	1000
Engine	Ford/1999 550	1250	1000

ESTIMATED GRANT FUNDING REQUEST:		LIST OF EQUIPMENT OR SUPPLIES TO PURCHASE WITH GRANT FUNDS:		
FEDERAL	\$5,677.20	NUMBER	DESCRIPTION	AMOUNT
APPLICANT	\$5,677.20	5	Bunker Gear	\$ 11,354.40
COUNTY	\$			
TOTAL	\$11,354.40			
(Federal not more than 50% of total. Applicant at least 50% of total in matching funds.)				

We understand that this is a 50 percent maximum cost-share program (Cooperative Forestry Assistance Act of 1978, PL 95-313), and that funds on deposit up to 50 percent of the actual purchase price of the items approved will be committed to our project. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE GOVERNING BODY OF THE APPLICANT HAS DULY AUTHORIZED THIS DOCUMENT.

Type Name of Authorized Representative Pam Feagle	Title Chairman	Telephone Number: ( 850 ) 838-3500 FAX: ( 850 ) 838-3501
Signature of Authorized Representative <i>Pam Feagle</i>	Date Signed and Submitted 12/09/2019	Email: melody.cox@taylorcountygov.com

## R E S O L U T I O N

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP/CGIP ROAD PROJECT (Steinhatchee/1<sup>st</sup> Avenue) FUND** for the fiscal period ending September 30, 2021, to be in excess of the advertised budget.

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 107,508	185-3344904	CTY INC GRT PRG (CIGP) - Revenue
\$2,500,000	185-3344905	SCOP Grant - Revenue
<u>\$2,607,508</u>		
\$ 303,474	0354-53101	Professional Services (SCOP)
\$2,196,526	0354-53401	Contractual Services (SCOP)
\$ 13,050	0354-01-53101	Professional Services (CIGP)
\$ 94,458	0354-01-53401	Contractual Services (CIGP)
<u>\$2,607,508</u>		

**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 4th day of January, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

**New SCOP/CGIP Grant**

✓

To: kimberly.evans@dot.state.fl.us

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1J93

2/25/2020

### CONTRACT INFORMATION

Contract:	G1J93
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	TAYLOR COUNTY BOCC
Vendor ID:	F596000879041
Beginning Date of This Agreement:	02/24/2020
Ending Date of This Agreement:	06/30/2024
Contract Total/Budgetary Ceiling:	ct = \$2,607,508.00
Description:	design, construction and CEI for resurfacing including pedestrian path including sidewalk along 1st Avenue from SR 51 to

### FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 2/25/2020

Action:	Original	Original
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55024010206	55024010206
Expansion Option:	AJ	A8
Object Code:	751000	751000
Amount:	\$2,500,000.00	\$107,508.00
Financial Project:	43966915401	43966915401
Work Activity (FCT):	215	215
CFDA:		
Fiscal Year:	2020	2020
Budget Entity:	55150200	55150200
Category/Category Year:	085576/20	088572/20
Amendment ID:	O001	O001
Sequence:	00	01
User Assigned ID:		
Enc Line (6s)/Status:	0001/04	0002/04

(SCOP) (CIGP)

Total Amount: \$2,607,508.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
07/19

FPN: <u>439669-1-54-01</u>	Fund: <u>CIGP</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>088572</u> FLAIR Obj: <u>751000</u>
FPN: <u>439669-1-54-01</u>	Fund: <u>SCOP</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>085576</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>71</u>	Contract No: <u>G1J93</u>	Vendor No: <u>F596000879041</u>

2/25/2020 | 4:08 PM EST

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_  
(This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and Taylor County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
  - ☒ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - ☐ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design, construction and CEI for resurfacing including pedestrian path including sidewalk along 1<sup>st</sup> Avenue from SR 51 to SR 51 in Steinhatchee, Florida, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.



## RESOLUTION

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

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$25,000	171-3344906	SCRAP Grant - Revenue
		SCRAP North Ellison Road
\$25,000	0333-53401	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 4th day of January, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman

**Additional Grant Funding**

✓

To: Stephen.Anderson@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL**

ARB12

11/17/2020

**CONTRACT INFORMATION**

Contract:	ARB12
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	TAYLOR COUNTY BOCC
Vendor ID:	F598000879041
Beginning Date of This Agreement:	01/22/2014
Ending Date of This Agreement:	11/30/2021
Contract Total/Budgetary Ceiling:	ct = \$264,068.00
Description:	CR 252 (N. Ellison) from CR 356 / Green St. to CR 255A (E. Ellison Road)

**FUNDS APPROVAL INFORMATION**

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/17/2020

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55024010206
Expansion Option:	AI
Object Code:	751000
Amount:	\$25,000.00
Financial Project:	43164315801
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2021
Budget Entity:	55150200
Category/Category Year:	085575/21
Amendment ID:	S001
Sequence:	00
User Assigned ID:	SA#1
Enc Line (6s)/Status:	0002/04

**Total Amount: \$25,000.00**

SCRAP | N. Ellison  
Additional Funds  
+  
Time Extension

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT  
SUPPLEMENTAL AGREEMENT**

825-016-00  
PROGRAM MANAGEMENT  
12/16  
Page 1 of 2

SUPPLEMENTAL NO.

1

CONTRACT NO.

ARB12

FPN

431643-1-58-01

Recipient: Taylor County

11/18/2020 | 9:58 AM EST

This Supplemental Agreement ("Supplemental"), dated \_\_\_\_\_ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 1/22/2014 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

---

The parties agree that the Agreement is to be amended and supplemented as follows:

- 1) Add funds to assist with bid shortfall
- 2) Extend contract completion date from December 31, 2020 to November 30, 2021
- 3) Update Invoicing frequency from "quarterly" to "at least quarterly"
- 4) Update Conflict of Interest Language
- 5) Update Public Records Law Provision of the contract

Reason for this Supplemental and supporting engineering and/or cost analysis:

1) Additional Funds

Add funds in the amount of \$25,000 to assist with bid shortfall

2) Contract Time / Previous Contract Amendments

Contract was originally executed on January 22, 2014 and had a completion date of June 30, 2015, which was extended by Time Extension # 1 from June 30, 2015 to June 30, 2016 and by Time Extension # 2 from June 30, 2016 to June 30, 2017 and by Time Extension # 3 from June 30, 2017 to December 31, 2018 and by Time Extension # 4 from December 31, 2018 to December 31, 2019 and by Time Extension # 5 from December 31, 2019 to December 31, 2020. This agreement will further extend contract completion date to November 30, 2021, based on the written project award schedule and request from Taylor County, see letter attached as "Exhibit A".

3) Invoice Frequency

Invoice frequency language is updated from "quarterly" to "at least quarterly".

4) Conflict of Interest

The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the

## RESOLUTION

**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 **GENERAL FUND** for the fiscal period ending September 30, 2021, to be in excess of the advertised budget.

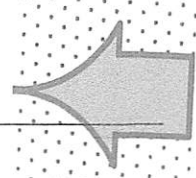
**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2021.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$10,322	001-3342007	911 Rural County Maintenance (Fall) Grant
Expenditures:		
\$10,322	0255-54630	R&M - Office Machine/Equipment

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 4th day of January, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman



**New Grant Awarded for 2021 FY - 2020 Fall Grant**

✓

**911 Rural County Maintenance Reimbursement Grant Dept #0255**

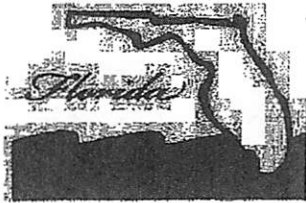
<b>Revenue</b>	Department of Management Services for Upkeep And Maintenance of 911 System in Rural Areas	\$10,321.21
<b>Total Revenue</b>		<b>\$10,321.21</b>

<b>Expenditures</b>	R&M OFFICE MACHINES/EQUIPMENT Cost associated with repair and maint of 911	\$10,321.20
<b>Total Expenditures</b>		<b>\$10,321.20</b>

RECEIVED

DEC - 8 2020

GARY KNOWLES  
CLERK CIRCUIT COURT  
TAYLOR COUNTY, FLORIDA



Florida E911 Board  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-0950  
Tel: 850-922-7451  
Fax: 850-488-9837

October 16, 2020

Taylor County Board of County Commissioners  
ATTN: Finance & Accounting  
P.O. Box 620  
Perry, FL 32348

RECEIVED

DEC - 8 2020

GARY KNOWLES  
CLERK CIRCUIT COURT  
TAYLOR COUNTY, FLORIDA

FEID #: 59-6000879

Subject: Fall 2020 Rural County - Reimbursement Grant Program

Dear Taylor County Board of County Commissioners:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county.

Please see the attached grant award agreement for details regarding applicable funding rules for the NG-911 Federal grant program that your grant award may requires.

The following provides details concerning the Fall 2020 grant(s) to Taylor County:

<u>GrantNumber</u>	<u>CSFA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Federal Funding</u>
20-10-17	72.001	\$10,321.20	\$10,321.20		
			\$10,321.20	E911 System and Backup Power Generator Maintenance	No Association
Total Grant Awards:			\$10,321.20		

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

[http://www.leg.state.fl.us/STATUTES/index.cfm?App\\_mode=Display&StatuteSearch\\_String=URL=0200-0299/0215/Sections/0215.97.html](http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display&StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html)

*Additionally, since your grant award may include funds that are being used in accordance with rules and laws pertaining to the Federal NG-911 Grant Program as either federal or state matching funds, the attached grant agreement incorporates these additional terms and conditions and is hereby incorporated into this grant agreement. You must return a signed copy prior to the authorization to transfer funds from the Florida Department of Management Services to your County.*

Board Members: Laurene J. Anderson • Carolyn Dill-Collier • Chesley Dillon • Mathew E. Matney  
Christie A. Pontis • Casey E. Reed • Brad Swanson

Fall 2020 Rural County - Reimbursement Grant Program  
Page Two

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

DocuSigned by:

*Matthew Matney*

F420FD5AF5C945D...

Matthew Matney, Chief  
Bureau of Public Safety - E911

MM/KR

cc: Taylor County 911 Coordinator



## R E S O L U T I O N

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

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$300,000	172-3344905	SCOP Grant - Revenue
		SCOP East Ellison Road
\$300,000	0334-53401	Contractual

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 4th day of January, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman

**Additional Grant Funding**

✓

## Dannielle Welch

---

**From:** Kenneth Dudley <county.engineer@taylorcountygov.com>  
**Sent:** Wednesday, November 18, 2020 3:13 PM  
**To:** Dannielle Welch  
**Subject:** FW: Ellison Road Projects (East and North)  
**Attachments:** ARC92 SA#2 exe.pdf; BIDS 10.5.2020.pdf; AQX74 - SA2 exe.pdf; ARB12 - SA#1 add funds - extend contract exe.pdf; 431643-1 CR 252 (N Ellison) Invoice Template.xlsx; 430741-1 ARC92 Invoice Template.xlsx; 430741-1 AQX74 Invoice Template.xlsx

FYI,  
Budget Amendments (add to the respective Contractual Services cost center(s))

**From:** Evans, Kimberly <Kimberly.Evans@dot.state.fl.us>  
**Sent:** Wednesday, November 18, 2020 3:12 PM  
**To:** Kenneth Dudley <county.engineer@taylorcountygov.com>  
**Cc:** Cerlanek, William <William.Cerlanek@dot.state.fl.us>  
**Subject:** Ellison Road Projects (East and North)

Attached are fully executed contracts ARC92, AQX74, ARB12 related to the Ellison Road Project in Taylor County. These executed agreements are as follows:

### East Ellison Road

- \* ARC92 – SCOP funds (add \$300,000 SCOP funds and time extension to 11-30-21)
- \* AQX74 – SCRAP funds (time extension only to 11-30-21)

### North Ellison Road

- \* ARB12 (add \$25,000 SCRAP funds and extend the contract time to 11-30-21)

- I've included revised invoice templates with adjusted funds. AQX74 didn't change but I included as part of the package.

Low bid for the project was from Anderson Columbia (FDOT prequalified contractor) for \$1,398,449.29. Taylor County will make up the difference in the FDOT grant funding and the total project costs. CHW will be the CEI.

Work must be completed by 11/30/2021.

Please consider this email as your Concurrence in Award. Please ensure quarterly invoicing with photos.



Kim Evans, CPM, FCCM  
Program Management  
Local Programs Section – MS 2014  
1109 South Marion Avenue  
Lake City, Florida 32025  
386-961-7402  
[kimberly.evans@dot.state.fl.us](mailto:kimberly.evans@dot.state.fl.us)



To: Stephen.Anderson@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

ARC92  
11/17/2020

CONTRACT INFORMATION

Contract:	ARC92
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	TAYLOR COUNTY BOCC
Vendor ID:	F596000879041
Beginning Date of This Agreement:	04/11/2014
Ending Date of This Agreement:	11/30/2021
Contract Total/Budgetary Ceiling:	ct = \$554,856.00
Description:	widening of East Ellison Rd from CR 252 to CR 225A


FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/17/2020

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55024010206
Expansion Option:	AJ
Object Code:	751000
Amount:	\$300,000.00
Financial Project:	43074115801
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2021
Budget Entity:	55150200
Category/Category Year:	085576/21
Amendment ID:	S001
Sequence:	00
User Assigned ID:	SA#1
Enc Line (6s)/Status:	0002/04

Contractual Svs.  
E. Ellison

Total Amount: \$300,000.00

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
<b>SUBJECT/TITLE:</b>  	<b>FOLEY CUTOFF</b>
<b>MEETING DATE REQUESTED:</b>	01/04/2021

**Statement of Issue:** The state Foley Cutoff Rd paving project, due diligence, and questions about the administration on this contract

**Recommended Action:** Complete project within the stated budget as soon as possible, hold contractor liable.

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** Blair Beaty

**Contact:** 850-509-4541

#### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**

10

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

SUBJECT/TITLE:



Meeting Date:

4 January 2021

Statement of Issue: Fiddler Crab Festival Permit for February 12-14, 2021

Recommendation:

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

Submitted By: Pam Wessels, SRCC Pres

Contact: 352-356-1086

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This would be 13th Annual Festival. It plays a huge part in economy of Stenhatchee

and actually all of Taylor County by bringing in sales tax and bed tax dollars over a three day holiday weekend. The Festival

was designed to bring folks to town during a month that was economically dry because trout season was closed. Businesses

have since become to depend on its revenue to hold them out until scallop season starts again.

Options:

1. Approve festival permit or approve with stipulations

2. Deny

Attachments:

1.

2.

# COVID-19 SAFETY PLAN FOR

## STEINHATCHEE FIDDLER CRAB FESTIVAL

The Taylor County Board of Commissioners along with the Steinhatchee River Chamber are committed to providing a safe and healthy environment for all. To ensure that, we have developed the following Preparedness and Safety Plan in response to the COVID-19 pandemic. Our goal is to mitigate the potential for transmission of COVID-19 during our festival and within the facility, and that requires full cooperation among Chamber members, volunteers, vendors and visitors. Only through this cooperative effort can we establish and maintain the safety and health of our participants and facility users.

Our Preparedness and Safety Plan follows the Centers for Disease Control and Prevention (CDC), Florida Department of Health (FDH) guidelines, as well as federal OSHA standards related to COVID-19. Our guidelines may change as guidance changes. Failure to adhere to these guidelines will result in loss of facility use privileges. Our plan addresses the following:

- Hygiene and Respiratory etiquette
- Social distancing
- Cleaning, disinfecting and decontamination
- Personal equipment
- Food and drink
- Screening Procedures
- Communications and training for staff and participants
- Additional Informational Links

### Hygiene

Basic infection prevention measures are being implemented throughout our festival area, both indoors and outdoors. All participants are encouraged to sanitize their hands frequently by one of the following methods:

- Visitors to indoor facilities may use the nearest restroom to wash hands immediately after entering.
- Individuals are instructed to wash their hands for at least 20 seconds with soap and water or use an alcohol-based hand sanitizer frequently while on site.
- Wash Your Hands Posters will be posted in all four bathrooms and also near the sink in the kitchen area.
- Visitors may use hand sanitizer when available for use upon entry or bring their own alcohol-based hand sanitizer to use while in the building.
- All vendors will be required to have hand sanitizer in their booths both for their personal use and for use by customers.

- All food vendors will be required to wear gloves when in their trailers and especially when handling food.
- Handwashing stations have always been located at every set of porta-potties. A hand sanitizer stand with masks attached will be added to each of those stations as well.
- No wristbands will be sold at the gate. Attendees can make donations online to help offset costs.

## **Respiratory Etiquette**

The Steinhatchee River Chamber is following FDH recommendations. FDH does not require face masks, but recommends wearing cloth face coverings in settings where other social distancing measures are difficult to maintain. All food vendors will be required to wear masks when in their trailers and especially when handling food. Craft vendors will be encouraged to do so also.

Individuals are instructed to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing and to avoid touching their face; in particular their mouth, nose and eyes, with their hands. They should dispose of tissues in the trash and wash or sanitize their hands immediately afterward. Cover Your Cough Signs will be posted throughout the festival area.

## **Social Distancing**

Social distancing is being implemented in the Fiddler Crab Festival area in the following ways:

Group sizes – it will not be possible to limit attendees to the festival. Each vendor has always been assigned a 12 foot area even though the tents are 10 ft square. In addition to the 12 feet, Vendors will be assigned their spaces with at least 3-4 feet between booth spaces to provide more space between them. Since the majority of the event is outdoors this should be sufficient. No new vendors will be accepted unless these space requirements can be met.

Activities normally held inside the Community Center such as breakfast and raffle will be modified in the following manner: Breakfast will be limited to take out only, limiting inside persons to kitchen staff only. Kitchen staff will be abiding by the same safety guidelines as food vendors. Raffle items will be moved to the outside porch area with entrance up the ramp and exiting down the front step facing the river. In addition to two (2) staff members, vendors and volunteers checking in will be limited to two (2) at a time in the office. Presales of T-shirt, cups and raffle tickets on Friday will done in the outside booth.

Only authorized participants may enter the facility. Signage will be posted inside and outside of the building to remind people to maintain social distance of 6 feet whenever possible. Prominent areas where signs may be posted are building entrances, restrooms, and other areas where people generally gather.

## **Cleaning**

Regular cleaning practices are being implemented, including routine cleaning and disinfecting of work surfaces and areas in the facility, including restrooms and porta-potties. These duties will be performed by building custodial staff and extra help hired by the chamber.

- Hand sanitizer station will be added to the kitchen and office area
- Vendors are required to bring their own equipment and supplies as needed.
- Participants should bring their own water bottles or purchase single serve drinks from vendors.
- Doors will be propped open to reduce handling and promote ventilation when possible.

## **Participant Waiver**

ALL participants working inside the Steinhatchee Community Center will be required to sign an Indemnification & Hold Harmless Waiver. Signs will be posted near all festival entrances notifying attendees they are assuming personal risk by entering the festival area.

## **Personal Food and Drink**

To maintain good infection control and social distancing we will have take-out only for breakfast in order to limit the number of persons in the community to the required 14 or less. Inside restroom will only be available to those who are working inside the building.

## **Screening and Procedures**

Individuals or anyone in their immediate family (living in the same home) reporting the following symptom(s) will not be permitted into building and will be asked to return home:

- A fever (100.0°F or higher) within the last 72 hours
- A cough or sore throat
- Shortness of breath
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- New loss of taste or smell
- Had direct household contact with a person experiencing undiagnosed symptoms
- Diarrhea and/or vomiting in the last 24 hours

Anyone entering the building will be required to be temperature screened. The screener will stand behind a physical barrier, such as a glass or plastic window or partition. Using disposable gloves,



the screener checks the participant's temperature by reaching around the barrier with a thermometer. If the screener is using a disposable or non-contact thermometer (i.e., non-contact infrared thermometers, tympanic thermometers, and thermal scanners) and he or she does not make physical contact with the participant, then the CDC states that the screener need not change his or her gloves after each check.

The CDC confirms that participants found to have a temperature of 100.4 degrees or higher should be sent home immediately and instructed to promptly contact their doctor.

## **Entering the Facility after Illness**

If you or someone in your household is having respiratory symptoms (cough OR sore throat OR difficulty breathing) and no test was done to confirm diagnosis you may return to the facility when these three (3) things have happened:

- Fever free for at least 72 hours without the use of fever reducing medication AND
- Other symptoms have improved AND
- At least seven (7) days have passed since your symptoms first appeared

## Marsha Durden

---

**From:** LaWanda Pemberton  
**Sent:** Tuesday, December 29, 2020 10:56 AM  
**To:** Marsha Durden; Agenda  
**Subject:** FW: Safety Plan for festival attached

---

**From:** LaWanda Pemberton  
**Sent:** Monday, December 21, 2020 11:03 AM  
**To:** Marsha Durden <mdurden@taylorcountygov.com>; Agenda <agenda@taylorcountygov.com>  
**Subject:** FW: Safety Plan for festival attached

---

**From:** Pam Wessels [<mailto:trustanchor@bellsouth.net>]  
**Sent:** Monday, December 21, 2020 11:02 AM  
**To:** LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)>  
**Subject:** Re: Safety Plan for festival attached

Yes please - thank you!

*Pam Wessels, GRI*  
Realtor/Broker  
Anchor Trust Properties  
220 Tenth St SE, PO Box 647  
Steinhatchee, FL 32359  
352-356-1086 Cell  
352-498-7770 Office  
352-498-7772 Fax

**WARNING! WIRE FRAUD ADVISORY:** Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow or closing transaction with us and you receive an email containing Wire Transfer Instructions, DO NOT RESPOND TO THE EMAIL! Instead, call your escrow officer/closer immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds.

On Monday, December 21, 2020, 10:58:41 AM EST, LaWanda Pemberton <[lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com)> wrote:

Please see below. Let me know if you would like to add to the January 4<sup>th</sup> agenda for Board consideration.

Thank you,

LaWanda

---

**From:** Hobby, Tonya X [<mailto:Tonya.Hobby@flhealth.gov>]  
**Sent:** Monday, December 21, 2020 9:48 AM  
**To:** LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)>  
**Cc:** Young, Martine <[Martine.Young@flhealth.gov](mailto:Martine.Young@flhealth.gov)>; Juarez, Padraic R <[Padraic.Juarez@flhealth.gov](mailto:Padraic.Juarez@flhealth.gov)>  
**Subject:** RE: Safety Plan for festival attached

Good Morning,

The recommendation are to wear masks if you are not able to social distance. Thanks

*Tonya Hobby M.A.*

*Assistant Administrator*

Florida Department of Health -Wakulla & Taylor

Work: 850-888-6075

Cell: 850-528-6537

Email: [Tonya.Hobby@flhealth.gov](mailto:Tonya.Hobby@flhealth.gov)



The Florida Department of Health, nationally accredited by the Public Health Accreditation Board, works to protect, promote and improve the health of all people in Florida through integrated state, county and community efforts.

Follow us on Twitter at @HealthyFla and on Facebook. For more information about the Florida Department of Health, please visit [www.FloridaHealth.gov](http://www.FloridaHealth.gov).

*NOTE: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your email communication may therefore be subject to public disclosure.*

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**From:** LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)>  
**Sent:** Monday, December 21, 2020 8:13 AM  
**To:** Hobby, Tonya X <[Tonya.Hobby@flhealth.gov](mailto:Tonya.Hobby@flhealth.gov)>  
**Cc:** Young, Martine <[Martine.Young@flhealth.gov](mailto:Martine.Young@flhealth.gov)>; Juarez, Padraic R <[Padraic.Juarez@flhealth.gov](mailto:Padraic.Juarez@flhealth.gov)>  
**Subject:** Re: Safety Plan for festival attached

Just to be clear... is the recommendation to not hold the event due to the number of participants or to recommend the use of masks and social distancing ?

Thank you !

LaWanda

Sent from my iPhone

On Dec 19, 2020, at 12:11 PM, Hobby, Tonya X <[Tonya.Hobby@flhealth.gov](mailto:Tonya.Hobby@flhealth.gov)> wrote:

Actually I looked at cdc recommendations there is not number, it just states the larger the event the more risk of spreading the virus. I think if it is strongly recommend to maintain social distancing or wear mask when you can't that is all we can do. Thanks

Get [Outlook for iOS](#)

---

**From:** LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)>  
**Sent:** Saturday, December 19, 2020 11:59:56 AM  
**To:** Hobby, Tonya X <[Tonya.Hobby@flhealth.gov](mailto:Tonya.Hobby@flhealth.gov)>  
**Cc:** Young, Martine <[Martine.Young@flhealth.gov](mailto:Martine.Young@flhealth.gov)>; Juarez, Padraic R <[Padraic.Juarez@flhealth.gov](mailto:Padraic.Juarez@flhealth.gov)>  
**Subject:** Re: Safety Plan for festival attached

Thank you, is there a specific definition for number of attendees to large events, even if they are held outdoors ?

Sent from my iPhone

On Dec 19, 2020, at 10:15 AM, Hobby, Tonya X <[Tonya.Hobby@flhealth.gov](mailto:Tonya.Hobby@flhealth.gov)> wrote:

**Good Morning LaWanda,**

**Just one minor change. I would also take in a count where Taylor county is with COVID numbers before deciding host an event this large. As it sit right now they are still not recommending large events.**

**Please let me know if you have any other questions.**

**Recommendations:**

## **Respiratory Etiquette**

The Steinhatchee River Chamber is following FDH recommendations. FHD strongly recommends wearing face masks in settings where social distancing measures are difficult to maintain. All food vendors will be required to wear masks when in their trailers and especially when handling food. Craft vendors will be encouraged to do so also.

Individuals are instructed to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing and to avoid touching their face; in particular their mouth, nose and eyes, with their hands. They should dispose of tissues in the trash and wash or sanitize their hands immediately afterward. Cover Your Cough Signs will be posted throughout the festival area.

*Tonya Hobby M.A.*

*Assistant Administrator*

Florida Department of Health -Wakulla & Taylor

Work: 850-888-6075

Cell: 850-528-6537

Email: [Tonya.Hobby@flhealth.gov](mailto:Tonya.Hobby@flhealth.gov)

<image001.jpg>

<image002.jpg>

The Florida Department of Health, nationally accredited by the Public Health Accreditation Board, works to protect, promote and improve the health of all people in Florida through integrated state, county and community efforts.

Follow us on Twitter at @HealthyFla and on Facebook. For more information about the Florida Department of Health, please visit [www.FloridaHealth.gov](http://www.FloridaHealth.gov).

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---

**From:** LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)>  
**Sent:** Friday, December 18, 2020 1:38 PM  
**To:** Hobby, Tonya X <[Tonya.Hobby@flhealth.gov](mailto:Tonya.Hobby@flhealth.gov)>  
**Cc:** Young, Martine <[Martine.Young@flhealth.gov](mailto:Martine.Young@flhealth.gov)>  
**Subject:** FW: Safety Plan for festival attached

Good afternoon,

Have you had a chance to review the attached ? The Festival organizers are anxious for any recommendations.

Thanks so much,

LaWanda

---

**From:** LaWanda Pemberton  
**Sent:** Monday, December 14, 2020 11:08 AM  
**To:** Young, Martine <[Martine.Young@flhealth.gov](mailto:Martine.Young@flhealth.gov)>; Hobby, Tonya X <[Tonya.Hobby@flhealth.gov](mailto:Tonya.Hobby@flhealth.gov)>  
**Subject:** FW: Safety Plan for festival attached

Please see attached and below... can you please give me your thoughts ?

Thank you,

LaWanda

---

**From:** LaWanda Pemberton  
**Sent:** Saturday, December 12, 2020 4:29 PM  
**To:** REHS Padraic Juarez <[padraic.juarez@flhealth.gov](mailto:padraic.juarez@flhealth.gov)>  
**Subject:** Fwd: Safety Plan for festival attached

Good afternoon,

Will you please review the attached safety plan for the Fiddler Crab Festival that is held annually in Steinhatchee ?

It is scheduled for February at this present time .

Thank you,

LaWanda

Sent from my iPhone

Begin forwarded message:

**From:** Pam Wessels <[trustanchor@bellsouth.net](mailto:trustanchor@bellsouth.net)>  
**Date:** December 12, 2020 at 3:30:45 PM EST  
**To:** LaWanda Pemberton <[lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com)>  
**Cc:** "MICHAEL E. NEWMAN" <[michaelenewman@yahoo.com](mailto:michaelenewman@yahoo.com)>  
**Subject:** Safety Plan for festival attached

Let me know if there is something we need to tweak

*Pam Wessels, GRI*  
Realtor/Broker  
Anchor Trust Properties  
220 Tenth St SE, PO Box 647  
Steinhatchee, FL 32359  
352-356-1086 Cell  
352-498-7770 Office  
352-498-7772 Fax

**WARNING! WIRE FRAUD ADVISORY:** Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow or closing transaction with us and you receive an email containing Wire Transfer Instructions, **DO NOT RESPOND TO THE EMAIL!** Instead, call your escrow officer/closer immediately, using previously known contact information and **NOT** information provided in the email, to verify the information prior to sending funds.



# SCHEDULE OF FORMS AND ENDORSEMENTS

Effective Date: 02/11/2021

Policy No: Quote

Named Insured:

Steinhatchee River Chamber of Commerce, Inc.

The following schedule of coverage declarations, forms and endorsements make up your policy as of the effective date shown above.

## COMMON POLICY DECLARATIONS - S1D-IL (9/05)

The following forms and endorsements apply to coverage parts as stated on the form or endorsement:

S1-IL (9/05)	Commercial Insurance Policy
S1D-IL (9/05)	Common Policy Declarations
S1D-ILS (9/05)	Schedule of Forms and Endorsements
N-3384 (7/08)	Important Notice - Producer Compensation
IL 00 17 (11/98)	Common Policy Conditions
IL 00 21 (09/08)	Nuclear Energy Liability Exclusion Endorsement
S1030-IL (7/08)	Service of Suit
IL T4 14 (01/21)	Cap on Losses From Certified Acts of Terrorism
S2765-IL (1/14)	Amendment - Minimum Earned Premium
S2887-IL (6/20)	Limitation - When Two or More Policies or Coverage Parts Apply to the Same Claim or Suit
S2965-IL (3/15)	Amendment of Common Policy Conditions Prohibited Coverage - Unlicensed Insurance and Trade or Economic Sanctions

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS - S2584D-CG (9/05)

### LIQUOR LIABILITY COVERAGE PART DECLARATIONS - S2669D-LL (1/11)

The following forms and endorsements apply to coverage parts as stated on the form or endorsement:

S2584D-CG (9/07)	Commercial GL Coverage Part Declarations
CG 00 01 (12/07)	General Liability Coverage Form
S19-CG (3/17)	Amendment - Contractual Liability
S21-CG (6/16)	Deductible Liability Insurance
S22-CG (1/16)	Exclusion - Mechanical Amusement Ride
S23-CG (3/19)	Exclusion - Assault or Battery
S42-CG (2/16)	Total Pollution Exclusion with Exceptions for Building Heating, Cooling, Dehumidifying and Personal Hot Water Heating Equipment and Hostile Fire
S44-CG (4/20)	Exclusion - Fireworks Or Pyrotechnics
S46-CG (2/16)	Exclusion - Independent Contractors
S94-CG (11/17)	Exclusion - Injury to Employees, Workers Or Contracted Persons
S120-CG (1/16)	Exclusion - Special Events With Exception For Scheduled Special Events
S267-CG (6/14)	Combination Endorsement Bodily Injury and Property Damage Liability
S1156-CG (11/15)	Exclusion - Athletic Participants

## SCHEDULE OF FORMS AND ENDORSEMENTS

S2582-CG (1/13)	Exclusion - Aircraft, Auto or Watercraft
IL T3 68 (01/21)	Federal Terrorism Risk Insurance Act Disclosure
S2623-CG (6/14)	Combination Endorsement Personal and Advertising Injury Liability
S2681-CG (1/16)	Exclusion - Concert Performers
S2996-CG (5/16)	Exclusion - Cross Liability - Broad Form
CG 02 20 (03/12)	Florida Changes - Cancellation and Nonrenewal
CG 21 32 (05/09)	Communicable Disease Exclusion
CG 21 36 (03/05)	Exclusion - New Entities
CG 24 26 (07/04)	Amendment of Insured Contract Definition
S43-CG (1/14)	Exclusion - Punitive or Exemplary Damages
S56-CG (2/20)	Amendment - Deposit Premium and Minimum Premium
S311-CG (7/18)	Exclusion - Professional Services
S354-CG (2/14)	Exclusion - Liquor - Absolute
S2669D-LL (1/11)	Liquor Liability Coverage Part Declarations
CG 00 33 (12/07)	Liquor Liability Coverage Form
S216-LL (7/19)	Exclusion - Special Events With Exception For Scheduled Special Events - Liquor Liability
S2888-LL (3/19)	Exclusion - Assault or Battery
S2890-LL (5/16)	Liquor Liability Combination Endorsement

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

**B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:** Waste Pro



**MEETING DATE REQUESTED:** January 4<sup>th</sup>, 2021

**Statement of Issue:** CPI for 2021

**Recommended Action:** Approve

**Fiscal Impact:** 1.6%

**Budgeted Expense:** Contractual

**Submitted By:** Waste Pro

**Contact:** Todd Mitchell

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**



---

264 Commerce Lane, Midway, FL 32343 | 850-328-0365 | [tmitchell@wasteprousa.com](mailto:tmitchell@wasteprousa.com)

**Date 12-1-22020**

LaWanda Pemberton  
County Administrator  
Taylor County  
201 E. Green St.  
Perry, FL 32347

**Dear LaWanda Pemberton:**

Waste Pro would like to thank you and the County for the continued opportunity to service you community and look forward to a long relationship.

As per contract page 5 section 6, it is time for our annual CPI increase using the Nov indices. As of Jan 1, 2021 the rates will increase by 1.6% as indicated on attached sheets. If you have any questions please call me at 850-378-5927.

**Sincerely,**

**Todd Mitchell**

15

*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

December 23, 2020

VIA E-MAIL

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

Re: Lakey v. Taylor County Board of County Commissioners

Dear Lawanda:

Please find enclosed a Notice of Mediation in the Lakey case. The Mediation will be done by video on April 2, 2021 at 9:00 a.m.

Please put this on the agenda so the Board can pick a Commissioner to attend for the County.

Thank you and I hope you are doing fine.

Happy Holidays.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

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

IN THE CIRCUIT COURT FOR THE THIRD JUDICIAL CIRCUIT  
IN AND FOR TAYLOR COUNTY, FLORIDA

TED LAKEY,

Plaintiff,

Case No. 19-CA-561

v.

TAYLOR COUNTY BOARD OF COUNTY  
COMMISSIONERS,

Defendant.

---

**NOTICE OF MEDIATION**

PLEASE TAKE NOTICE THAT a mediation session in the above-styled matter will be held by video conference on Friday, April 2, 2021, to begin at 9:00 a.m. eastern time. The mediator will be Ralph Haben from the offices of Ralph Haben & Associates. Mr. Haben's office will provide video conference information.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served this 18th day of December 2020, by electronic service to Erika Goodman and Marie A. Mattox at Marie A. Mattox, P.A., 203 North Gadsden Street, Tallahassee, FL 32301 on the following e-mail addresses:

marie@mattoxlaw.com  
marlene@mattoxlaw.com  
michelle@mattoxlaw.com  
erika@erikagoodmanlaw.com  
sherry@mattoxlaw.com  
michelle2@mattoxlaw.com

THE KRIZNER GROUP

s/ Jason C. Taylor  
Jason C. Taylor  
Florida Bar No. 497525  
Email: jtaylor@thekriznergroupp.com  
1550 Village Square Blvd., Suite 3  
Tallahassee, FL 32309  
Phone: (850) 386-3747  
Fax: (850) 907-1246

Attorney for Defendant  
TAYLOR COUNTY BOARD OF  
COUNTY COMMISSIONERS



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

The Board to review and consider approval of Scope of Services for Special Assessment Study for Solid Waste Services.



**MEETING DATE REQUESTED:**

January 4, 2021

**Statement of Issue:** To consider authorizing Special Assessment Study.

**Recommended Action:**

**Fiscal Impact:** \$18,000

**Budgeted Expense:** No

**Submitted By:** LaWanda Pemberton, County Administrator

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Board of County Commissioners tasked the County Administrator to bring back to the Board a Scope of Services to further consider a solid waste study. Government Services Group has provided the Scope of Services and will authorize piggy-backing from Dixie County's recently contracted Special Assessment Study.

Should the Board decide to move forward there would be additional costs related to implementation (legal fees, consulting fees, notices, etc.). Additionally, the County would need to adopt a Resolution of Intent to use the Tax Bill. Generally this is done prior to January 1st, however given the advertising requirements (weekly for 4 consecutive weeks) the County can get an extension if both the property appraiser and tax collector agree.

The Study will require 90-120 days for completion.

**Options:** Approve agreement/ Do not approve

**Attachments:** Scope of Services Agreement  
Contract between Government Services Group and Dixie County, Florida

# Taylor County, Florida

## Scope of Services for Special Assessment Study (Solid Waste Services)

**Presented by:**

Government Services Group, Inc.  
1500 Mahan Drive, Suite 250  
Tallahassee, Florida 32308  
(850) 681-3717  
(850) 224-7206 Fax

Jeff Rackley, Senior Project Manager  
[JRackley@govserv.com](mailto:JRackley@govserv.com)

# Project Approach and Scopes of Service

The project approach outlined in this section has been designed and structured based on GSG's experience and the necessary work effort that we believe needs to be performed to guarantee the County the goal of developing a solid waste services special assessment program in a way that will ensure the greatest likelihood of political and community acceptance.

Our general approach to developing a special assessment program is very straightforward. First, we would conduct an initial "kick off" meeting with County staff to review, in person, the project objectives, work plan, schedule and deliverables and ensure mutual understanding on as many aspects of the project as possible prior to proceeding. After conducting the "kick off" meeting, GSG will provide the County with a detailed Critical Events Schedule that identifies all pertinent deliverables along with a project timeline for completion.

We will then collect data from County staff, including all project descriptions, service delivery information, current and future budget impacts, financial forecasts and capital improvements plan and all related source data. GSG will review and analyze all data, making inquiries of County staff when necessary.

Once the review has been completed, GSG will review results and discuss the tentative findings with County staff. Following this, GSG will prepare revisions to the tentative analysis as needed.

GSG will then formulate a draft Assessment Memorandum that will be provided to County staff for review and discussion. The Assessment Memorandum will provide fully researched and documented answers to the following County questions:

1. Which expenditures of the department/project can be assessed as a special non-ad valorem assessment against real property in Taylor County?
2. How should the County apportion the assessment to each type of property?

GSG will conduct one or more workshop meetings with the County Commission and staff to review the draft Assessment Memorandum and seek input. The Assessment Memorandum will then be revised, as necessary, and a final memorandum will be prepared.

Below are detailed descriptions of the general tasks necessary to develop a solid waste services special assessment program for the County.



## SCOPE OF SERVICES – SOLID WASTE SERVICES SPECIAL ASSESSMENT PROGRAM

- Task 1: Evaluate Reports and Research Issues** Evaluate the County's existing legal documents, ad valorem tax roll information, waste stream analyses, budget and any other data, agreements and reports pertaining to the provision of solid waste services.
- Task 2: Determine Sufficiency of Data for Assessment Program** Based on the evaluation in Task 1, determine if all of the data available is sufficient for developing the assessment program. This includes the waste stream analysis, tonnage information, operations (disposal versus collection) and budget (disposal versus collection) information related to the provision of solid waste services.
- Task 3: Identify Full Costs of Service** Evaluate the full cost of the solid waste service delivery using the County's most current financial information and identify service delivery issues, which may affect the apportionment methodology. Determine the net service delivery revenue requirements. Based upon the nature of the County's delivery of solid waste services.
- Task 4: Develop a Method of Apportionment Methodology** Using the current solid waste tonnage data for both commercial and residential properties, develop a method of apportionment, classification of properties and the use of the data on the ad valorem tax roll. Review the assessment methodology for legal sufficiency and compatibility with the tax bill method of collection.
- Task 5: Determine Preliminary Revenue Requirements** Advise the County in determining the total solid waste assessment revenue requirements to ensure the County recovers the costs of: (a) net solid waste service delivery revenue requirements, (b) implementing the program, and (c) collecting the assessments.
- Task 6: Develop Preliminary Assessment Roll Database** Using the current ad valorem tax roll, create a preliminary assessment roll database. Test the sufficiency of the database by developing reports to access property information.
- Task 7: Apply Apportionment Methodology to Database** Apply the apportionment methodology to the preliminary assessment roll database to test the data validity and legal sufficiency. Revise the apportionment methodology as necessary.
- Task 8: Calculate a Preliminary Proforma Schedule of Rates** Using the preliminary assessment roll, calculate a pro forma schedule of rates based on the apportionment methodology and revenue requirements for the assessment program.
- Task 9: Prepare and Present Assessment Report** Prepare and present a draft Assessment Report to County staff that identifies the methodology for apportioning the assessment among the properties, and the calculation of the proforma assessment rates. The Assessment Report will provide options regarding the authority and collection method to be used for the special assessment program. The Assessment Report will also provide the next steps the County would have to follow to successfully implement the recommendations outlined in the document. GSG will incorporate any comments from County staff and prepare the Final Assessment Report. GSG will then present the Final Assessment Report to the County Commission.

## **EXPECTATION FOR INVOLVEMENT OF COUNTY STAFF**

This Scope of Services is based on the assumption that the County will be an active participant in collecting and providing the necessary information required to develop the assessment methodology.

The County will be responsible for conducting fieldwork for missing and/or incomplete call data and/or ad valorem tax roll information.

GSG also expects County staff to provide timely direction regarding the resolution of issues or assistance in obtaining additional data.

# Fees and Costs

For the professional services and specialized assistance described in the proposed Scope of Services, GSG will work under a “lump sum” fee arrangement of \$18,000 for the solid waste special assessment. The lump sum fee for professional services includes two (2) on-site visits by GSG to the County. While the purpose of these trips is negotiable, the recommended meetings will be included in the project critical events schedule upon notice to proceed on the project. The lump sum fee includes reimbursement for all travel-related out-of-pocket expenses. Meetings in excess of the included on-site visits may be arranged at our standard hourly rates provided below. All expenses related to additional meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for GSG are as follows:

## **GOVERNMENT SERVICES GROUP, INC.**

Senior Advisor .....	\$285
Vice President/Managing Director .....	\$285
Assistant Director .....	\$235
Project Manager/Project Coordinator .....	\$185
Database Analyst/Technical Services .....	\$150
Lead Project Analyst .....	\$100
Project Analyst .....	\$ 90
Administrative Support.....	\$ 75

The lump sum fee **does not include the costs of producing and mailing first class notices, if required.** Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.40 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The County is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The County is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt “home addresses” pursuant to Section 119.071, Florida Statutes.

The County is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that GSG works with the premise of developing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the County in its defense.



## PRELIMINARY DELIVERABLES SCHEDULE

Event	Schedule
Notice to Proceed	December 2020
Kick-off Meeting/Data Collection	January 2021
Data Analysis	January - February 2021
Determines Net Revenue Requirements	January - February 2021
Develop Apportionment Methodology	February - March 2021
Calculate Proforma Assessment Rates	February - March 2021
Prepare and Present Assessment Memorandum	February - March 2021

## PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable based on the following schedule and assuming that notice to proceed is received in December 2020. If notice to proceed occurs after this date, the payment schedule will be condensed over the anticipated number of months remaining to complete the project.

Payment Due	Percent of Total	Amount Due
February 2021	50% of professional services fee	\$9,000
April 2021	50% of professional services fee	\$9,000
<b>Total</b>		<b>\$18,000</b>

## ACCEPTED AND AGREED TO:

BY:

\_\_\_\_\_  
**Taylor County**

\_\_\_\_\_  
**Date**

TALLAHASSEE  
1500 Mahan Drive  
Suite 200  
Tallahassee, Florida 32308  
(850) 224-4070 Tel  
(850) 224-4073 Fax

**Nabors  
Giblin &  
Nickerson** P.A.  
ATTORNEYS AT LAW

TAMPA  
2502 Rocky Point Drive  
Suite 1060  
Tampa, Florida 33607  
(813) 281-2222 Tel  
(813) 281-0129 Fax

FORT LAUDERDALE  
110 East Broward Boulevard  
Suite 1700  
Fort Lauderdale, Florida 33301  
(954) 315-3852 Tel

September 30, 2019

**VIA ELECTRONIC TRANSMISSION**

M. Michael O'Steen  
Dixie County Attorney  
P. O. Box 1330  
Cross City, Florida 32628-1330

Re: Updating the County's Existing Fire Protection and Solid Waste Collection  
and Disposal Services Assessment Programs

Dear Michael:

Pursuant the County's recent request, I understand the County is interested in updating and reimplementing its fire protection and solid waste collection and disposal services assessment programs. As such, you have requested a proposal for Nabors, Giblin & Nickerson, P.A. ("NG&N") to assist the County in this project, including the rate consultant services of Government Services Group, Inc. ("GSG").

Please review the attached scopes of services, attached as Appendices A and B which include the proposed scope of services, fees, project deliverables and payments schedules to assist the County. Upon review and satisfactory determination, please sign the proposal where indicated to acknowledge acceptance of the scope of services and to serve as proper notice to proceed. Upon execution, please provide us with a signed copy for our files.

As we are currently preparing our schedule for the upcoming assessment season, we would appreciate your prompt reply which will help us to accommodate your program's schedule and ensure the continuation of this successful recurring revenue source.



M. Michael O'Steen  
September 30, 2019  
Page 2

If you have any questions, please do not hesitate to contact me. We look forward to working with Dixie County again this year.

Sincerely yours,



Heather J. Encinosa

HJE:sb

Attachment

cc: Tim Alexander, County Manager (w/att.)  
David G. Jahosky, GSG (w/att.)

ACCEPTED AND AGREED TO  
FOR FISCAL YEAR 2020-21 PROGRAMS:

BY

we muth  
Dixie County

11/7/2019  
Date

# **Appendix A**

NG&N'S SCOPE OF SERVICES  
FIRE AND SOLID WASTE SERVICES ASSESSMENT PROGRAM  
STUDY/UPDATE

FISCAL YEAR 2020-2021

# Scope of Services

## SCOPE OF SERVICES – FIRE PROTECTION

- Task 1:** Assist GSG and County staff in evaluating ad valorem tax roll information, fire incident data, agreements, reports and other data pertaining to the provision of fire protection services.
- Task 2:** Assist GSG and County staff in evaluating the full cost of the fire protection service delivery using the County's most current financial information and identify service delivery issues which may affect the apportionment methodology, identify the alternative sources of revenue to fund the service delivery costs and determine the net service delivery revenue requirements.
- Task 3:** Assist GSG and County staff in determining the total fire protection services assessment revenue requirements to ensure the County recovers the costs of: (a) net fire protection service delivery revenue requirements; (b) implementing the program; and (c) collecting the assessments.
- Task 4:** Assist GSG and County staff in using the current ad valorem tax roll and assessment roll, fire incident data, and service delivery revenue requirements, develop a method of apportionment. Review the assessment apportionment methodology for legal sufficiency.
- Task 5:** Assist GSG and County staff in calculating a proforma schedule of rates based on the apportionment methodology and revenue requirements for the Fiscal Year 2020-21 assessment program.
- Task 6:** Assist GSG and County staff in preparation and presentation of an Assessment Memorandum which documents the apportionment methodology and proforma assessment rates.
- Task 7:** Advise the County on any judicial decisions or legislative actions that may affect or require modifications to the County's fire protection services assessment program.
- Task 8:** Draft all legal documents, including a procedural ordinance and initial and final rate resolutions that impose the fire protection assessment program, and implement the County's policy decisions and proposed methodology.
- Task 9:** Assist with the legal requirements for the adoption of the initial and final rate resolutions and certification of the assessment roll in accordance with

section 197.3632, Florida Statutes, including: (a) the development of the first class notice or TRIM notice, (b) publication of the public hearing, and (c) certification of the assessment roll.

## **SCOPE OF SERVICES – SOLID WASTE COLLECTION AND DISPOSAL**

- Task 1:** Assist GSG and County staff in evaluating ad valorem tax roll information, solid waste collection and disposal data, agreements, reports and other data pertaining to the provision of solid waste collection and disposal services.
- Task 2:** Assist GSG and County staff in evaluating the full cost of the solid waste collection and disposal service delivery using the County's most current financial information and identify service delivery issues which may affect the apportionment methodology, identify the alternative sources of revenue to fund the service delivery costs and determine the net service delivery revenue requirements.
- Task 3:** Assist GSG and County staff in determining the total solid waste collection and disposal services assessment revenue requirements to ensure the County recovers the costs of: (a) net solid waste collection and disposal service delivery revenue requirements; (b) implementing the program; and (c) collecting the assessments.
- Task 4:** Assist GSG and County staff in using the current ad valorem tax roll and assessment roll, solid waste collection and disposal data, and service delivery revenue requirements, develop a method of apportionment. Review the assessment apportionment methodology for legal sufficiency.
- Task 5:** Assist GSG and County staff in calculating a proforma schedule of rates based on the apportionment methodology and revenue requirements for the Fiscal Year 2020-21 assessment program.
- Task 6:** Assist GSG and County staff in preparation and presentation of an Assessment Memorandum which documents the apportionment methodology and proforma assessment rates.
- Task 7:** Advise the County on any judicial decisions or legislative actions that may affect or require modifications to the County's solid waste collection and disposal services assessment program.
- Task 8:** Draft all legal documents, including a procedural ordinance and initial and final rate resolutions that impose the solid waste collection and disposal assessment program, and implement the County's policy decisions and proposed methodology.

**Task 9:** Assist with the legal requirements for the adoption of the initial and final rate resolutions and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including: (a) the development of the first class notice or TRIM notice, (b) publication of the public hearing, and (c) certification of the assessment roll.

## FEES AND COSTS

For the professional services and specialized assistance provided by NG&N, we will work under a lump sum professional fee arrangement as described below:

	NG&N Fees
Fire Protection	\$13,500
Solid Waste Collection and Disposal Services	\$13,500

For services provided by NG&N, the fee for this scope of services is \$27,000. Except as noted herein, this lump sum fee includes reimbursement for all out-of-pocket expenses.

The fee for professional services includes two (2) on-site visits by NG&N to the County. Any additional on-site meetings by NG&N may be arranged at our standard hourly rates provided below. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status. The standard hourly rates for NG&N are as follows:

### NABORS, GIBLIN & NICKERSON, P.A.

Firm Partners .....	\$300
Firm Associates.....	\$250

## PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable, based on the following schedule and assuming that notice to proceed is received by December 15, 2019. If notice to proceed occurs after this date, the payment schedule will be adjusted based on the anticipated number of months remaining to complete the project.

Payment Due	Percent of Total	Amount Due
February 2020	25% of professional services fee	\$ 6,750
April 2020	25% of professional services fee	\$ 6,750
June 2020	25% of professional services fee	\$ 6,750
September 2020	25% of professional services fee	\$ 6,750
Total		\$27,000

## **DELIVERABLES SCHEDULE**

We will adhere to the Critical Events Schedule prepared by GSG and approved by the County.

# **Appendix B**

SCOPE OF SERVICES  
FIRE AND SOLID WASTE SERVICES ASSESSMENT PROGRAM STUDY/UPDATE

# Scope of Services

## SCOPE OF SERVICES – FIRE SERVICES ASSESSMENT PROGRAM

- Task 1: Project Initiation** GSG will meet with County staff to ensure complete understanding as to the engagement's objectives and required time frame. All parties will agree as to the proper course of events and tasks to be accomplished. GSG will then provide the County with a detailed Critical Events schedule that identifies pertinent deliverables along with a project timeline for completion.
- Task 2: Data Collection** GSG will collect data and information including the County's current property data, fire call data, agreements, reports, project descriptions, service delivery information, plans for service and facility demands, current and future budget information, financial forecasts, capital improvements plan and any other information that is pertinent to the provision of services or facilities in the County. A thorough analysis of the information obtained will be conducted by GSG so that a complete understanding of the underlying facts and assumptions pertinent to methodology alternatives can be developed.
- Task 3: Detailed Data Analysis** Conduct a thorough review and evaluation of the County's data to identify and determine anomalies and trends and support of the methodology.
- Task 4: Identify Full Costs of Service** GSG will evaluate the full cost of the provision of services and/or facilities using the County's most current financial information and identify service delivery issues which may affect the apportionment methodology.
- Task 5: Determine Preliminary Revenue Requirements** Determine the total assessment revenue requirements to ensure the County recovers the costs of: (a) net revenue requirements, (b) implementing the program and (c) collecting the assessments.
- Task 6: Review and Evaluate Outstanding Issues** GSG will work with the County to identify and address any outstanding and/or potential policy decisions necessary to developing the County's assessment program.
- Task 7: Develop Preliminary Assessment Methodology** Using the current tax roll data and fire incident data reported to the State Fire Marshal or other source, GSG will develop a preliminary methodology based on the preliminary analysis and benefited properties. GSG will review the assessment methodology for legal sufficiency and compatibility with the County's preferred method of collection.
- Task 8: Develop Preliminary Assessment Roll Database** Create a preliminary assessment roll database using the current ad valorem tax roll. Test the sufficiency of the database by developing reports to access property information.



- Task 9: Apply Apportionment Methodology to Database** Apply the apportionment methodology to the preliminary assessment roll database to test the data validity and legal sufficiency. Revise the apportionment methodology as necessary.
- Task 10: Calculate a Preliminary Proforma Schedule of Rates** Calculate a pro forma schedule of rates based on the apportionment methodology and revenue requirements for the assessment program.
- Task 11: Prepare and Present Assessment Report** GSG will prepare and present a draft Assessment Report to County staff that identifies the methodology for apportioning the assessment among the properties, and the calculation of the proforma assessment rates. GSG will incorporate any comments from County staff and prepare the Final Assessment Report. GSG will then present the Final Assessment Report to the County Commission.
- Task 12: Initial and Final Assessment Resolutions** GSG will advise and assist the County's legal counsel in drafting the implementing assessment resolutions that conform to the existing assessment ordinance to impose the fire protection assessment to implement the County's policy decisions and proposed methodology.
- Task 13: Implementation** GSG will assist the County with implementation and collection of the assessment program. Should the County elect to use the uniform method of collection (the tax bill), GSG will advise and assist with the requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes, including (a) development of first class notice and its distribution, and (b) attendance at the public hearing.  
**Please note that if the County chooses to utilize GSG to produce the first class notices for this program, the additional mailing costs are identified in the Fees and Costs section.**

## **SCOPE OF SERVICES – SOLID WASTE SERVICES ASSESSMENT PROGRAM UPDATE**

- Task 1: Evaluate Reports and Research Issues** Evaluate the County's existing legal documents, ad valorem tax roll information, waste stream analyses, budget and any other data, agreements and reports pertaining to the provision of solid waste services.
- Task 2: Determine Sufficiency of Data for Assessment Program** Based on the evaluation in Task 1, determine if all of the data available is sufficient for updating the assessment program. This includes the waste stream analysis, tonnage information, operations (disposal versus collection) and budget (disposal versus collection) information related to the provision of solid waste services.
- Task 3: Identify Full Costs of Service** Evaluate the full cost of the solid waste service delivery using the County's most current financial information and identify service delivery issues, which may affect the apportionment methodology. Determine the net service delivery revenue requirements. Based upon the nature of the County's delivery of solid waste services.

- Task 4:** **Develop a Method of Apportionment Methodology** Using the tax roll data, current solid waste assessment roll and solid waste tonnage data for both commercial and residential properties, develop a method of apportionment, classification of properties and the use of the data on the ad valorem tax roll. Review the assessment methodology for legal sufficiency and compatibility with the tax bill method of collection.
- Task 5:** **Determine Preliminary Revenue Requirements** Advise the County in determining the total solid waste assessment revenue requirements to ensure the County recovers the costs of: (a) net solid waste service delivery revenue requirements, (b) implementing the program, and (c) collecting the assessments.
- Task 6:** **Develop Preliminary Assessment Roll Database** Using the current ad valorem tax roll, create a preliminary assessment roll database. Test the sufficiency of the database by developing reports to access property information.
- Task 7:** **Apply Apportionment Methodology to Database** Apply the apportionment methodology to the preliminary assessment roll database to test the data validity and legal sufficiency. Revise the apportionment methodology as necessary.
- Task 8:** **Calculate a Preliminary Proforma Schedule of Rates** Using the current assessment roll provided by the County, calculate a pro forma schedule of rates based on the apportionment methodology and revenue requirements for the assessment program.
- Task 9:** **Prepare and Present Assessment Report** GSG will prepare and present a draft Assessment Report to County staff that identifies the methodology for apportioning the assessment among the properties, and the calculation of the proforma assessment rates. The Assessment Report will provide recommendations regarding the appropriate authority and collection method to be used for the special assessment program. The Assessment Report will also provide the next steps the County would have to follow to successfully implement the recommendations outlined in the document. GSG will incorporate any comments from County staff and prepare the Final Assessment Report. GSG will then present the Final Assessment Report to the County Commission.
- Task 10:** **Preliminary and Annual Assessment Resolutions** GSG will advise and assist the County's legal counsel in drafting the implementing assessment resolutions that conform to the existing assessment ordinance to impose the solid waste assessment to implement the County's policy decisions and proposed methodology.
- Task 11:** **Implementation** GSG will assist the County with implementation and collection of the assessment program. Should the County elect to use the uniform method of collection (the tax bill), GSG will advise and assist with the requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes, including (a) development of first class notice and its distribution, and (b) attendance at the public hearing.

Please note that if the County chooses to utilize GSG to produce the first class notices for this program, the additional mailing costs are identified in the Fees and Costs section.

## Fees and Costs

For the professional services and specialized assistance described in the proposed Scope of Services, GSG will work under a "lump sum" fee arrangement of \$27,500 for the fire services special assessment and \$22,500 for the solid waste special assessment. Should the County hire GSG for the professional services and specialized assistance described in the proposed Scope of Services for both the Fire and Solid Waste Assessment programs, GSG will work under a "lump sum" fee arrangement of \$45,000 (\$25,000 for the fire services special assessment and \$20,000 for the solid waste special assessment). This lump sum fee includes reimbursement for all out-of-pocket expenses.

The lump sum fee for professional services includes three (3) on-site visits by GSG to the County. The lump sum fee includes reimbursement for all travel-related out-of-pocket expenses. Meetings in excess of the included on-site visits may be arranged at our standard hourly rates provided below. All expenses related to additional meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for GSG are as follows:

### **GOVERNMENT SERVICES GROUP, INC.**

Senior Advisor .....	\$285
Vice President/Managing Director .....	\$285
Director .....	\$235
Project Manager/Project Coordinator .....	\$185
Database Analyst/Technical Services .....	\$150
Lead Project Analyst .....	\$100
Project Analyst .....	\$ 90
Administrative Support .....	\$ 75

The lump sum fee does not include the costs of producing and mailing the statutorily required first class notices, if necessary. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.40 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate and if U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The County is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith. The County is also responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

Please note that GSG works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the County in its defense.

### **PRELIMINARY DELIVERABLES SCHEDULE**

<b>Event</b>	<b>Schedule</b>
Notice to Proceed	By November 1, 2019
Kick-off Meeting/Data Collection	November 2019
Data Analysis	Nov. 2019 – Jan. 2020
Budget Analysis	Nov. 2019 – Jan. 2020
Develop/Update Apportionment Methodology	Dec. 2019 – Feb. 2020
Calculate Proforma Assessment Rates	March - April 2020
Prepare Assessment Memorandum	March - April 2020
Assist with Preliminary Rate Resolution	April - July 2020
Assist with TRIM or First Class Notices	July - August 2020
Assist with Published Notice	July - August 2020
Assist with Annual Rate Resolution	Aug. – Sept. 2020
Assist with Certification of Fiscal Year 2020-21	
Assessment Roll	by September 15, 2020

### **PAYMENT SCHEDULE**

The lump sum fee for professional services and specialized assistance will be due and payable based on the following schedule and assuming that notice to proceed is received by November 1, 2019. If notice to proceed occurs after this date, the payment schedule will be condensed over the anticipated number of months remaining to complete the project.

<b>Payment Due</b>	<b>Percent of Total</b>	<b>Amount Due</b>
February 2020	25% of professional services fee	\$11,250
April 2020	25% of professional services fee	\$11,250
June 2020	25% of professional services fee	\$11,250
September 2020	25% of professional services fee	\$11,250
<b>Total</b>		<b>\$45,000</b>

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

The Board to review and consider approval of Amendment No. 2 to Professional Services Agreement with Government Services Group, Inc.

**MEETING DATE REQUESTED:**

January 4, 2021

**Statement of Issue:** For further consulting services related to the CARES Act funding.

**Recommended Action:** Approve agreement

**Fiscal Impact:** Not to exceed \$288,335 for Phases 1 and 2

**Budgeted Expense:** Yes

**Submitted By:** LaWanda Pemberton, County Administrator

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** Government Services Group has provided consulting services to Taylor County for the CARES Act funding. The deadline to expend funding has been extended to December 20, 2021. This agreement would allow Taylor County to continue to utilize support services as needed for CARES act programs.

**Options:** Approve agreement/ Do not approve

**Attachments:** Amendment No. 2  
Contract  
Letter from Conrad Bishop, County Attorney

**AMENDMENT NO. 2 TO THE**  
**PROFESSIONAL SERVICE AGREEMENT FOR TAYLOR COUNTY**

THIS AMENDMENT entered into this \_\_\_\_ day of \_\_\_\_\_ 2021 by and between the **BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Government Services Group, Inc. (GSG)** located at 1500 Mahan Drive, Suite 250, Tallahassee, Florida, 32308, hereinafter referred to as "Consultant".

**WHEREAS**, the parties entered into an Agreement dated August 10, 2020, for professional services for the development of the County's CARES Act Plan; and

**WHEREAS**, the Agreement provided for an initial term of five (5) weeks beginning August 10, 2020; and

**WHEREAS**, on September 1, 2020, the Board of County Commissioners directed staff to amend the contract with GSG for professional services in relation to the CARES Act Expenditure Plan and Program Management Services; and

**WHEREAS**, the parties desire to increase the total contract in the amount not to exceed \$288,335. Phase 1 \$47,045 and Phase 2 \$241,290.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. This Agreement is hereby amended to extend the term beginning December 31, 2020 and ending April 1, 2021.
2. All other provisions of said Agreement not in conflict with this Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the day and year first stated above.

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

\_\_\_\_\_  
PAM FEAGLE

Chairperson

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

**Government Services Group, Inc**

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

Its: \_\_\_\_\_

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



GOVERNMENT SERVICES GROUP, INC.

WeServeGovernments.com

September 9, 2020

**Via Electronic Transmission**

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

**Re: CARES Act**

Dear Ms. Pemberton,

Per our discussion, attached please find our proposal to assist Taylor County (the "County") in the development of the County's CARES Act Plan ("Plan") remaining 75% allocation and for the administration of the Taylor CARES Program. Our Team includes Government Services Group ("GSG") and Thomas Howell Ferguson, P.A. ("THF").

We have provided a work plan in Attachment A that has been tailored to the needs of the County. We will base our analysis on the requirements outlined in FDEM's CARES Act Funding Agreement. We will assist the County in the development of a strategic plan to expend and leverage CARES Act funds. This includes the creation and submission of the plan to seek the remaining 75% disbursement of the allotment slated for Taylor County. Attachment B is a statement acknowledging the exigent and emergency circumstances that warrant a non-competitive procurement of the services to be provided by GSG as permitted by 2 CFR § 200.320(f)(2). Attachment C is a statement that prohibits reimbursement for costs associated with certain lobbying activities in compliance with 2 C.F.R. §200.450.

Please review the attached scopes of services, and upon review and satisfactory determination, please incorporate the attached scope of services and fee schedule into the County's preferred contract. Execution of the contract that includes the attached scope of services and fee schedule, as well as Attachments B and C, will serve as proper notice to proceed. Upon execution, please provide us with a signed copy for our files.

We are very excited about the opportunity to work with the County on this important initiative. Should you have any questions or concerns, please do not hesitate to contact me at (407) 383-9642 or [djahosky@govserv.com](mailto:djahosky@govserv.com).

Sincerely,



David G. Jahosky

**Corporate  
Headquarters**

1500 Mahan Drive, Suite 250  
Tallahassee, Florida 32308  
T 850-681-3717 | F 850-224-7206  
Toll-Free 866-896-4747

**Longwood  
Office**

280 Wekiva Springs Road  
Protegrity Plaza, Suite 2070  
Longwood, Florida 32779  
T 407-629-6900 | F 407-629-6963

# Attachment A

CARES ACT SERVICES  
PLANNING AND PROGRAM MANAGEMENT ASSISTANCE  
TAYLOR COUNTY, FLORIDA



# Scope of Services

## PROJECT TASKS

Similar to other Federal Awards, our perspective is that there are three distinct phases to post-award:

1. Program Review and Planning,
2. Grants Administration, and
3. Monitoring and Wrap Up.

Our proposal is to assist the County with the following tasks:

	Description	Work Product
<b>Task 1: CARES Program Review</b> <b>September 9 to October 30, 2020</b>	<ul style="list-style-type: none"> <li>➤ Review and gain an understanding of the County's initial plan information, FDEM CARES Act Funding Agreement and other pertinent information to identify potential, eligible expenses as denoted by the CARES Act.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Draft Final Plan for 75% allocation to the County prior to submittal to FDEM</li> </ul>
	<ul style="list-style-type: none"> <li>➤ Document the potential eligible and reimbursable costs to obligate as part of the plan prior to submission to FDEM</li> </ul>	<ul style="list-style-type: none"> <li>➤ Develop framework for eligibility determination for CARES Act fund distribution</li> </ul>
	<ul style="list-style-type: none"> <li>➤ Conduct compliance risk review prior to determining CARES Act funding eligibility</li> </ul>	<ul style="list-style-type: none"> <li>➤ Finalize Technical and Documentation Requirements</li> </ul>
	<ul style="list-style-type: none"> <li>➤ Identify and document the list of eligible subrecipients to the County.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Design reports for <i>Taylor CARES</i> Accountability and Transparency</li> </ul>
	<ul style="list-style-type: none"> <li>➤ Support <i>Taylor CARES</i> Website</li> </ul>	<ul style="list-style-type: none"> <li>➤ Finalize Compliance Risk Review Process</li> </ul>
	<ul style="list-style-type: none"> <li>➤ Manage Website and Application "Go-Live"</li> </ul>	<ul style="list-style-type: none"> <li>➤ Application processing</li> </ul>
	<ul style="list-style-type: none"> <li>➤ Review Small Business Assistance applications and determine eligibility</li> </ul>	
	<ul style="list-style-type: none"> <li>➤ Provide Technical Assistance to Applicants</li> </ul>	
	<ul style="list-style-type: none"> <li>➤ Facilitate Disbursement of Funds</li> </ul>	

	Description	Work Product
Task 2: Taylor CARES Program Management September 11 to December 15, 2020	➤ Continue Analyzing Guidance Updates from U.S. Treasury and the Florida Division of Emergency Management (FDEM)	➤ Minor enhancements to the <i>Taylor CARES</i> plan
	➤ Review Requests for Reimbursement and provide completed Review Packages with a <i>Taylor CARES</i> Team Recommendation to County Officials for a Funding Decision	➤ Updates to the BOCC approved plan priority lists
	➤ Provide Application Payment Information and Supporting Documentation to the Clerk's Accounts Payable Division for Disbursement	➤ Technical support
	➤ Track BOCC, Constitutional and subrecipient final expenditures against planned spend	➤ Compliance, execution, and outcomes reports & dashboards
	➤ Report to internal and external stakeholders per defined requirements	➤ Status updates to BOCC and County Manager's Office on <i>Taylor CARES</i> eligibility requirements, disbursement requirements, and designed reports
	➤ Provide technical assistance, grants management operations, and status reporting	➤ Issue Required Reports to FDEM
	➤ Update and monitor document requirements for County disbursement of CARES funds	
	➤ Consolidate data on a scheduled basis in template format from other programs and produce consolidated reports	
Task 3: Taylor CARES Program Wrap-Up November 15 to December 30, 2020	➤ Support County with Stakeholders Meetings and Preparation for FDEM or U.S. Treasury Compliance Reviews or Monitoring	➤ Prepare Reports and Requests for Reimbursement
	➤ Support Resolution of Disputes and Identification of Questioned Expenditures to Avoid Claw-Back Provisions	➤ Reconcile Requests for Reimbursement to Approved <i>Taylor CARES</i> Program Costs
	➤ Support Knowledge Transfer Activities	➤ Provide Supporting Documentation and Backup Data
	➤ Provide Reporting to FDEM and Stakeholders on Program Outcomes	➤ Conduct Required Close-out Activities
	➤ Conduct Remote Closeout Activities in Compliance with OMB Guidelines, FDEM Agreement and County Policies	

## FEES AND EXPENSES

For the professional services and specialized assistance provided by the Project Team, we propose a time and expense arrangement for professional fees and out of pocket expenses. All expenses related to these requested services will be billed in accordance with section 112.061, Florida Statutes. Wherever practical, in lieu of on-site visits, periodic telephone conference calls will be scheduled to discuss project status

Given our long-term relationship, the Project Team is proposing to discount our standard rates by 12.5% for this project. We are proposing to invoice the County based on the Discounted Hourly Project Rates as shown in the table below:

Team Member	Standard Hourly Rate	Discounted Hourly Project Rate
Senior Advisor	\$285	\$250
Vice President/Managing Director	\$285	\$250
Director	\$235	\$195
Project Manager/Project Coordinator	\$185	\$165
Database Analyst/Technical Services	\$150	\$135
Lead Project Analyst	\$100	\$90
Project Analyst	\$90	\$80

We estimate our effort to take 1,136 hours to complete the project objectives. Given the condensed timeframe and complex nature of the objectives, we are proposing to use experienced and senior level staff to complete the project.

## Taylor County CARES Program Budget

**Phase 1 Total (Current Contract) \$47,045**

Proposed Phase 2 Task	Sr. Advisor	Project Mgr	Data Analyst	Proj Lead	Analyst	Total
Phase 2, Task 1.: CARES Program Review	32	24	18	24	24	122
Phase 2, Task 2.: Taylor CARES Program Management	234	300	52	256	256	1,098
Phase 2, Task 3: Taylor CARES Program Wrap-Up	62	84	10	94	80	330
<b>Grand Total</b>	<b>328</b>	<b>408</b>	<b>80</b>	<b>374</b>	<b>360</b>	<b>1,550</b>
<b>Discounted Rate</b>	<b>\$250</b>	<b>\$195</b>	<b>\$135</b>	<b>\$90</b>	<b>\$80</b>	<b>n/a</b>
<b>Phase 2 Fees and Expenses</b>						
Fees	\$82,000	\$79,560	\$10,800	\$33,660	\$28,800	\$234,820
Expenses						\$6,470
<b>Proposed Phase 2 Total</b>						<b>\$241,290</b>

**Phase 1 and Phase 2 Total Not to Exceed \$288,335**

## **Attachment B**

### **CARES ACT Assistance Administration by Government Services Group, Inc**

Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and other potential methods, and presents symptoms similar to those of influenza. On March 13, 2020, President of the United States, Donald J. Trump, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease Outbreak pursuant to section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Taylor County is threatened by COVID-19 because of the apparent ability of the virus to spread rapidly among humans, and COVID-19 thereby constitutes a clear and present threat to the health, safety, and welfare of the citizens and visitors of Taylor County.

On March 9, 2020, Governor DeSantis issued Executive Order Number 20-52 declaring a state of emergency in the State of Florida. On March 17, 2020, the Taylor County Board of County Commissioners ("Board") declared a local state of emergency pursuant to Emergency Declaration, which has been renewed every seven (7) days and is still in effect at this time.

To assist in navigating the impact of the COVID-19 outbreak, the Federal Government established the CARES Act which provides assistance to State, Local and Tribal Governments. Through Florida Department of Emergency Management, Taylor County has been notified and is in receipt of CARES Act funding which must be spent in accordance with the Act and within a short timeframe, by December 30, 2020. Due to the magnitude of the administration needs necessary to implement programs in accordance with the CARES Act, the County has sought assistance from Government Services Group, Inc. ("GSG") as further detailed in their agreement dated September 9, 2020.

As a result of COVID-19, exigent and emergency circumstances currently exist as which warrant a non-competitive procurement of the services to be provided by GSG as permitted by 2 CFR § 200.320(f)(2). Further, the agreement has been capped at a not-to-exceed rate, and the County has determined their costs to be reasonable.

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

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Chairman

---

Date

**ATTACHMENT C**  
**CERTIFICATION REGARDING LOBBYING**

The following ARTICLES are appended to the Proposal between Taylor County, Florida and Government Services Group, Inc. dated September 9, 2020.

**ARTICLE 1 - LOBBYING PROHIBITION**

1.1 Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

1.2 No funds or other resources received from the COUNTY under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

1.3 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

1.4 Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

**ARTICLE 2 - CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**


CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

**GOVERNMENT SERVICES GROUP, INC.**

\_\_\_\_\_  


\_\_\_\_\_  
September 9, 2020

\_\_\_\_\_  
Date

**ATTACHMENT C**  
**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:


No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR, Government Services Group, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

	Government Services Group, Inc
By:	
Name and Title	David G. Jahosky, Managing Director
Effective Date:	September 9, 2020
	BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA
By:	
Name and Title	Chairman
Effective Date:	September 9, 2020

**PROJECT SCHEDULE**

The Team is prepared provide services from the date of Execution through December 30, 2020. The Team is available to provide additional support to the County after December 30, 2020. Please note, GSG did not include the cost of providing services to the County post December 30, 2020. Costs for GSG post-December 30, 2020 services are excluded from this proposal as these activities are not eligible for reimbursement under the CARES Act.

**BILLING SCHEDULE**

The fee for professional services be due and payable on the following schedule:

- Week of September 28, 2020,
- Week of October 19, 2020,
- Week of November 23, 2020, and
- Week of December 14, 2020.

**ASSUMPTIONS**

GSG's fee for services is based on the estimated number of hours by task and by team member. Actual work effort may vary from the estimate provided. GSG will invoice the County for actual time and expenses incurred up to the not to exceed the amount proposed. Should the County not fund *Taylor CARES* to the full amount of the program allocated at \$3,763,624, the County would only be liable to pay for GSG for services rendered up to that point. This agreement is governed by Florida law and in the event of litigation between the parties, the venue is exclusively in Taylor County, Florida.

\*\*\*\*\*

**TAYLOR COUNTY, FLORIDA**  
**ACCEPTED AND AGREED:**

BY:

DATE:

\_\_\_\_\_

\_\_\_\_\_

TITLE:

\_\_\_\_\_

**G S G**

GOVERNMENT SERVICES GROUP, INC.

*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

December 30, 2020

(VIA EMAIL)

LaWanda Pemberton  
County Administrator  
201 East Green St.  
Perry, FL 32347

Re: Amendment No. 2 to the Professional  
Service Agreement for Taylor County

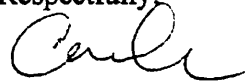
Dear LaWanda:

I have reviewed the above amendment and I have no problem with it except the Chairperson should be changed to Mr. Demps.

Thank you and I hope you are doing fine.

Happy New Year.

Respectfully,



Conrad C. Bishop, Jr.

CCB/jr

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



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

*County Commission Agenda Item*

**SUBJECT/TITLE:** The County Administrator to discuss Emergency Paid Sick Leave.



**MEETING DATE REQUESTED:** 01/04/2021

**Statement of Issue:** Key Provisions related to the leave available under the FFCRA (the Emergency Paid Sick Leave Act and the Emergency Family Medical Leave Act) will not require employers to extend the availability of the leave after December 31, 2020.

**Recommended Action:** Approve/Not Approve/Amend

**Fiscal Impact:** TBD

**Budgeted Expense:** No

**Submitted By:** LaWanda Pemberton, County Administrator

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Families First Coronavirus Response Act (FFCRA) which includes the Emergency Paid Sick Leave Act and the Emergency Family and Medical Leave Act provided for 14 days of paid leave due to COVID beginning April 1, 2020 – December 31, 2020. However, the most recent legislation in the second stimulus bill, that became law on December 27, 2020, does not require employers to extend the available leave under the FFCRA beyond December 31, 2020. The new law contains several provisions that will affect employers in different ways, including both the PPP and unemployment benefits available to individuals. Employees needing to take leave for any purpose, including related to COVID, will be required to use personal and/or sick leave available to them or will be on leave without pay. Family Medical Leave Act (FMLA) and Americans with Disabilities Act (ADA) provisions still apply.

**Options:**

- 1) Continue
- 2) Discontinue
- 3) Continue with Amendment for 90 days

**Attachments:** The Krizner Group: COVID-19 Legislative Update – Take 3

**Marsha Durden**

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**From:** LaWanda Pemberton  
**Sent:** Thursday, December 31, 2020 10:12 AM  
**To:** Marsha Durden  
**Subject:** Fwd: COVID-19 Legislative Update – Happy New Year – Take 3

Please add to the agenda

Sent from my iPhone

Begin forwarded message:

**From:** The Krizner Group <abernstein@thekriznergroupp.com>  
**Date:** December 28, 2020 at 8:33:09 AM EST  
**To:** LaWanda Pemberton <lpemberton@taylorcountygov.com>  
**Subject:** COVID-19 Legislative Update – Happy New Year – Take 3  
**Reply-To:** abernstein@thekriznergroupp.com

**THE KRIZNER GROUP**  
— AN EMPLOYMENT LAW BOUTIQUE —

**COVID-19 Legislative Update  
Happy New Year  
Take 3**

We hope that everyone is enjoying a terrific holiday and is now looking forward to a wonderful new year. This is an update to our previous post regarding the status of the leave under the FFCRA. The bill that Congress passed has now been signed by the President on December 27, 2020. The new law contains several

provisions that will affect employers in different ways, including both the PPP and unemployment benefits available to individuals. However, the key provisions related to the leave available under the FFCRA (the Emergency Paid Sick Leave Act and the Emergency Family and Medical Leave Act) will not require employers to extend the availability of the leave after December 31, 2020. The new law does extend the ability of employers to continue to benefit from the tax credit until March 31, 2021 but only if they choose to offer such leave. This means that employers can choose to provide the leave, and still receive the tax credit for it, until March 31, 2021, but are not required to provide the leave under the new law as before.

To aid in this process, we are offering suggested language for clients to distribute to their employees, depending on whether you choose to voluntarily provide the extension of the leave:

**1. For Employers NOT Offering Extended FFCRA Leave**

Please be advised that the most recent legislation in the second stimulus bill that became law on December 27, 2020, does not require employers to extend the leave available under the Families First Coronavirus Response Act ("FFCRA") beyond December 31, 2020. As such, we will not be providing any form of FFCRA leave after December 31, 2020 because of the economic challenges that such extension would create. Employees needing to take leave for any purpose, including related to COVID, will be required to use personal and/or sick leave available to them or will be on leave without pay.



## 2. For Employers That WILL Offer Extended FFCRA Leave

Please be advised that the most recent legislation in the second stimulus bill that became law on December 27, 2020, does not require employers to extend the leave available under the Families First Coronavirus Response Act ("FFCRA") beyond December 31, 2020. While not required by law to offer such leave, we will continue to allow for such leave consistent with the requirements of the FFCRA until March 31, 2021. Employees needing to take leave for any purpose related to the FFCRA will be required to provide documentation in the same manner as before.

Please note that despite the FFCRA required leave expiring, it is important to remember to include in any considerations related to unpaid or leave covered by personal or sick leave amounts whether the ADA or FMLA may apply.

As always, please contact us with questions and we will continue to provide updated information as we receive it.

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



The Krizner Group | 1550 Village Square Blvd., Suite 202, Tallahassee, FL 32309

[Unsubscribe lpemberton@taylorcountygov.com](mailto:Unsubscribe lpemberton@taylorcountygov.com)

[Update Profile](#) | [About our service provider](#)

Sent by abernstein@thekriznergroup.com powered by



ADDITIONS TO THE AGENDA

February 18, 2020

PUBLIC REQUESTS

REMOVE

12. – RYAN ASMUS, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TO APPEAR TO PROVIDE UPDATE ON THE PROPOSED TOLL ROAD PROJECT.

REMOVE

13. – PADRAIC JUAREZ, ADMINISTRATOR, TAYLOR COUNTY HEALTH DEPARTMENT, TO APPEAR TO PROVIDE UPDATE ON THE CORONAVIRUS.