

SUGGESTED AMENDED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, MAY 4, 2020
6:00 P.M.

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

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

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

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

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

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD A PUBLIC HEARING, SET FOT THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO UPDATE THE PUBLIC AND RECEIVE INPUT AS TO THE STATUS OF THE LOCAL TRANSPORTATION DISADVANTAGED PROGRAM.

CONSENT ITEMS:

5. APPROVAL OF MINUTES OF JULY 16, 18, 29, AUGUST 29, SEPTEMBER 3, 9, 16, 17 AND 24, 2019.
(AUGUST 5, 17 AND 20, 2019 HAVING BEEN PREVIOUSLY APPROVED)
6. EXAMINATION AND APPROVAL OF INVOICES.
(FOR APRIL 21, 2020 AND MAY 4, 2020).
7. THE BOARD TO CONSIDER APPROVAL OF PAYMENT, IN THE AMOUNT OF \$1,325.00, AS REQUESTED BY ATTORNEY TOMMY REAVES
(BROOKS VS. TAYLOR COUNTY).
8. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE SCRAP ROAD PROJECT (CEDAR ISLAND RD) FUND, SCRAP ROAD PROJECT (SLAUGHTER RD) FUND, SCOP ROAD PROJECT (SLAUGHTER RD) FUND AND SCOP ROAD PROJECT (GAS PLANT RD) FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
9. THE BOARD TO CONSIDER APPROVAL OF DRAFT CONTRACT WITH MCS MECHANICAL SERVICES FOR REPLACEMENT OF THE 60 TON AIR COOLED CHILLER LOCATED AT THE TAYLOR COUNTY JAIL, AS AGENDAED LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
10. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON A SERVICE PROPOSAL FOR ENGINEERED COOLING SERVICES FOR THE REPLACEMENT OF THE HVAC SYSTEM AT FOREST CAPITAL HALL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
11. THE BOARD TO CONSIDER APPROVAL OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) APPLICATION, ACCEPTANCE OF FEDERAL FUNDING, AND REQUEST TO RATIFY CHAIRPERSON'S SIGNATURE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

12. THE BOARD TO CONSIDER APPROVAL OF BID COMMITTEE RECOMMENDATION TO AWARD DOCTORS' MEMORIAL HOSPITAL (DMH) CHILLER REPLACEMENT BID TO ENGINEERED COOLING, AS AGENDAED BY MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR.
13. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO AWARD GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC. THE BID AND MOVE FORWARD WITH THE EXECUTION OF A CONTRACT FOR THE REQUEST FOR PROPOSAL FOR PROGRAM ADMINISTRATIVE SERVICES FOR THE FY 2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT/(S) AND RELATED PROGRAMS, AS AGENDAED BY MELODY COX, GRANT WRITER.
14. THE BOARD TO CONSIDER APPROVAL OF APPLICATION FOR FEDERAL ASSISTANCE SF 424 TO THE FEDERAL AVIATION ADMINISTRATION (FAA) REQUESTING FUNDING TO COVER EXPENDITURES AND/OR LOSSES IN REVENUE RELATED TO THE COVID 19 VIRUS THROUGH THE CARES ACT AND REQUEST TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE, AS AGENDAED BY THE GRANTS WRITER.
15. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO MOVE FORWARD WITH SUBMITTED GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (FDEO) REBUILD FLORIDA CDBG MITIGATION (CDBG-MIT) PROGRAM REQUESTING FUNDING ASSISTANCE FOR THE PURCHASE OF AN AFFIXED GENERATOR AT THE JAIL, AS AGENDAED BY THE GRANTS WRITER.
16. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO AWARD BID AND EXECUTE CONTRACT FOR THE REMOVAL OF OBSTACLES IN PERRY-FOLEY AIRPORT AIRSPACE PROJECT, AS AGENDAED BY THE GRANTS WRITER.
17. THE BOARD TO CONSIDER APPROVAL OF REIMBURSEMENT FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, ON BEHALF OF THE TAYLOR COUNTY SHERIFF'S DEPARTMENT, AND ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE, AS AGENDAED BY MARTY TOMPKINS, CHIEF DEPUTY.
18. THE BOARD TO CONSIDER APPROVAL OF RE-APPOINTMENT OF THREE (3) MEMBERS TO THE CONSTRUCTION INDUSTRY LICENSING BOARD, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.

PUBLIC REQUESTS:

19. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RE-APPOINT TWO (2) TAYLOR COASTAL WATER AND SEWER DISTRICT (TCWSD) BOARD MEMBERS, AS REQUESTED BY LYNETTE SENTER, OFFICE MANAGER, TCWSD SECRETARY.
20. THE BOARD TO CONSIDER ADOPTION OF DRAFT RESOLUTION RECOMMENDING APPLIED BIOMASS SOLUTIONS NF OPERATIONS SPC, LLC BE APPROVED AS QUALIFIED TARGET INDUSTRY BUSINESS AND REQUEST OF WAIVER OF LOCAL FINANCIAL SUPPORT, AS REQUESTED BY SAUL CRAFTON, APPLIED BIOMASS SOLUTIONS.
- 20-A. PADRAIC JUAREZ, ADMINISTRATOR, TAYLOR COUNTY HEALTH DEPARTMENT, TO APPEAR TO PROVIDE UPDATE ON THE CORONAVIRUS.

COUNTY STAFF ITEMS:

21. THE BOARD TO CONSIDER APPROVAL OF FLORIDA COMMISSION FOR TRANSPORTATION DISADVANTAGED PLANNING GRANT APPLICATION FORM AND ADOPTION OF AUTHORIZING RESOLUTION, FOR THE UPCOMING FY 2020-2021, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
22. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO AWARD THE ARTIFICIAL REEFS CONSTRUCTION PROJECT TO D&L CONTRACTING, LLC., AND CONSIDER APPROVAL OF CONTRACT, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

GENERAL BUSINESS:

23. COMMISSIONER MOODY TO DISCUSS ROLL-OFF SITE OPERATIONS.
24. THE BOARD TO DISCUSS COUNTY BOAT RAMPS, AS AGENDAED BY COMMISSIONER MOODY.
25. THE BOARD TO DISCUSS EMERGENCY MEDICAL SERVICES (EMS).

COUNTY ADMINISTRATOR ITEMS:

26. THE BOARD TO CONSIDER APPROVAL OF PROPOSAL/ADVERTISING FOR PROFESSIONAL SERVICES FOR HEARING OFFICER AND PLANNING BOARD ATTORNEY, AND TO APPROVE FEE SCHEDULE

AND CONTRACTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

27. THE BOARD TO DISCUSS YATES CREEK LEASE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
28. THE COUNTY ADMINISTRATOR TO PROVIDE AN OPERATIONAL UPDATE.
29. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
30. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
31. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.102, 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:



Board to hold the annual Public Hearing to discuss and receive public input for the local Transportation Disadvantaged Program at 6:00 p.m.

Meeting Date:

May 4, 2020

Statement of Issue:

Board to hold annual Public Hearing required of the Transportation Disadvantaged Planning Grant at 6:00 p.m.

Recommendation:

N/A

Fiscal Impact:

\$ \$19,872 for administration of the program that funds a portion of the Grants Dept. salaries, benefits, and supplies.

Budgeted Expense:

Yes

☒

No

☐

N/A

☐

Submitted By:

Jami Evans, Grants Coordinator

Contact:

Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The County receives planning grant funds each year for the administration of the local Transportation Disadvantaged Program. The terms of the Planning Grant required that an annual public hearing is held to update the public on the status of the program and receive input.

Attachments:

1. Information on the Transportation Disadvantaged Program.

- 2.

Florida Commission for the



**Transportation
Disadvantaged**

2019 Annual Performance Report

March 2020

County: Taylor
 CTC: Big Bend Transit, Inc.
 Contact: Shawn Mitchell
 Post Office Box 1721
 Tallahassee, FL 32302
 850-574-6266

Email: smitchell@bigbendtransit.org

Demographics	Number
Total County Population	21,833
Unduplicated Head Count	872



Trips By Type of Service	2017	2018	2019
Fixed Route (FR)	0	0	0
Deviated FR	6,510	5,431	5,752
Complementary ADA	0	0	0
Paratransit	11,141	11,802	11,096
TNC	0	0	0
Taxi	0	0	0
School Board (School Bus)	0	0	0
Volunteers	0	0	0
TOTAL TRIPS	17,651	17,233	16,848

Passenger Trips By Trip Purpose	2017	2018	2019
Medical	6,446	5,830	4,926
Employment	3,869	3,540	3,281
Ed/Train/DayCare	3,834	4,376	5,211
Nutritional	54	1,576	1,913
Life-Sustaining/Other	3,448	1,911	1,517
TOTAL TRIPS	17,651	17,233	16,848

Passenger Trips By Revenue Source	2017	2018	2019
CTD	6,551	6,151	6,735
AHCA	3,997	3,460	2,046
APD	0	980	1,712
DOEA	0	0	0
DOE	0	0	0
Other	7,103	6,642	6,355
TOTAL TRIPS	17,651	17,233	16,848

Trips by Provider Type	2017	2018	2019
CTC	17,651	17,233	16,848
Transportation Operator	0	0	0
Coordination Contractor	0	0	0
TOTAL TRIPS	17,651	17,233	16,848

Vehicle Data	2017	2018	2019
Vehicle Miles	263,823	197,929	193,576
Roadcalls	6	1	7
Accidents	0	1	0
Vehicles	8	7	8
Drivers	7	7	6

Financial and General Data	2017	2018	2019
Expenses	\$651,620	\$649,394	\$698,544
Revenues	\$666,407	\$654,905	\$636,684
Commendations	1	6	4
Complaints	0	0	0
Passenger No-Shows	266	265	308
Unmet Trip Requests	0	0	0

Performance Measures	2017	2018	2019
Accidents per 100,000 Miles	0	0.51	0
Miles between Roadcalls	43,970	197,929	27,654
Avg. Trips per Passenger	20.60	19.28	19.32
Cost per Trip	\$36.92	\$37.68	\$41.46
Cost per Paratransit Trip	\$36.92	\$37.68	\$41.46
Cost per Total Mile	\$2.47	\$3.28	\$3.61
Cost per Paratransit Mile	\$2.47	\$3.28	\$3.61

FY18/19 Trips By Purpose

County	Medical			Employment			Education, Training, Daycare		
	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total
Lee	42,136	7,483	49,619	28,946	0	28,946	4,876	63,374	68,250
Leon	30,543	0	30,543	40,144	0	40,144	45,116	0	45,116
Levy	9,139	0	9,139	745	0	745	17,275	0	17,275
Liberty	11,602	0	11,602	821	0	821	7,338	0	7,338
Madison	7,773	0	7,773	2,725	0	2,725	4,768	0	4,768
Manatee	45,529	90	45,619	14,599	1,425	16,024	31,063	54,722	85,785
Marion	52,830	0	52,830	1,910	0	1,910	5,760	27,808	33,568
Martin	5,255	579	5,834	29	170	199	280	52,200	52,480
Miami-Dade	0	224,778	224,778	0	39,388	39,388	0	326,887	326,887
Monroe	4,507	10,665	15,172	0	1,964	1,964	1,602	18,971	20,573
Nassau	20,012	0	20,012	11,498	0	11,498	5,570	0	5,570
Okaloosa	40,733	0	40,733	34,691	0	34,691	1,620	0	1,620
Okeechobee	6,734	0	6,734	372	0	372	2	0	2
Orange	193,390	20,786	214,176	119,767	0	119,767	50,398	147,984	198,382
Osceola	46,761	4,222	50,983	26,917	0	26,917	9,373	37,323	46,696
Palm Beach	132,092	0	132,092	172,608	0	172,608	315,724	0	315,724
Pasco	154,761	5,948	160,709	685	3,050	3,735	8,354	42,757	51,111
Pinellas	1,657,180	20,095	1,677,275	1,543,901	1,121	1,545,022	132,555	51,764	184,319
Polk	121,039	7,004	128,043	5,661	327	5,988	140,282	36,568	176,850
Putnam	24,932	0	24,932	39,047	0	39,047	108	0	108
Saint Johns	24,947	0	24,947	4,940	0	4,940	3,221	0	3,221
Saint Lucie	38,026	9,443	47,469	8,928	1,932	10,860	4,487	43,035	47,522
Santa Rosa	12,002	0	12,002	5,893	0	5,893	3,163	0	3,163
Sarasota	61,067	2,906	63,973	26,984	22	27,006	60,882	71,231	132,113
Seminole	49,042	22,747	71,789	35,334	0	35,334	13,747	8,089	21,836
Sumter	4,801	333	5,134	5,422	6,870	12,292	10,288	4,431	14,719
Suwannee	4,301	0	4,301	786	0	786	1,780	7,821	9,601
Taylor	4,926	0	4,926	3,281	0	3,281	5,211	0	5,211
Union	3,955	0	3,955	16	0	16	6	0	6
Volusia	116,721	6,590	123,311	56,347	991	57,338	74,393	1,652	76,045
Wakulla	6,830	0	6,830	876	0	876	385	0	385
Walton	13,982	0	13,982	6,841	0	6,841	9,503	0	9,503
Washington	8,552	0	8,552	3,211	0	3,211	369	0	369
TOTAL	3,841,130	546,237	4,387,367	2,883,515	141,494	3,025,009	1,586,141	1,646,439	3,232,580

FY18/19 Trips By Purpose

County	Nutritional			Life-Sustaining Other			System Total		
	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total
Lee	2,665	2,105	4,770	17,792	2,165	19,957	96,415	75,127	171,542
Leon	2,280	0	2,280	42,689	0	42,689	160,772	0	160,772
Levy	754	0	754	2,774	0	2,774	30,687	0	30,687
Liberty	911	0	911	2,120	0	2,120	22,792	0	22,792
Madison	1,014	0	1,014	1,035	0	1,035	17,315	0	17,315
Manatee	4,060	5,451	9,511	12,262	4,771	17,033	107,513	66,459	173,972
Marion	18,964	0	18,964	5,176	0	5,176	84,640	27,808	112,448
Martin	313	0	313	1,213	0	1,213	7,090	52,949	60,039
Miami-Dade	0	297,963	297,963	2,847,921	95,908	2,943,829	2,847,921	984,924	3,832,845
Monroe	0	2,295	2,295	6,934	5,161	12,095	13,043	39,056	52,099
Nassau	12,437	0	12,437	5,216	0	5,216	54,733	0	54,733
Okaloosa	3,543	0	3,543	6,384	0	6,384	86,971	0	86,971
Okeechobee	3,280	0	3,280	892	0	892	11,280	0	11,280
Orange	135	62,377	62,512	503,914	31,908	535,822	867,604	263,055	1,130,659
Osceola	27	25,841	25,868	159,959	6,086	166,045	243,037	73,472	316,509
Palm Beach	82,514	0	82,514	270,013	0	270,013	972,951	0	972,951
Pasco	5,829	3,050	8,879	5,177	12,504	17,681	174,806	67,309	242,115
Pinellas	687,895	3,674	691,569	369,556	25,435	394,991	4,391,087	102,089	4,493,176
Polk	17,482	10,169	27,651	418,545	31,023	449,568	703,009	85,091	788,100
Putnam	17	0	17	76,465	0	76,465	140,569	0	140,569
Saint Johns	15,652	0	15,652	292,499	0	292,499	341,259	0	341,259
Saint Lucie	6,710	945	7,655	50,212	12,744	62,956	108,363	68,099	176,462
Santa Rosa	556	0	556	920	0	920	22,534	0	22,534
Sarasota	0	0	0	39,894	2,065	41,959	188,827	76,224	265,051
Seminole	20	8,799	8,819	169,678	7,560	177,238	267,821	47,195	315,016
Sumter	4,362	0	4,362	28,662	1,335	29,997	53,535	12,969	66,504
Suwannee	1	0	1	3,875	0	3,875	10,743	7,821	18,564
Taylor	1,913	0	1,913	1,517	0	1,517	16,848	0	16,848
Union	1,366	0	1,366	267	0	267	5,610	0	5,610
Volusia	16,792	1,456	18,248	192,292	40,743	233,035	456,545	51,432	507,977
Wakulla	2,621	0	2,621	2,780	0	2,780	13,492	0	13,492
Walton	4,812	0	4,812	9,583	0	9,583	44,721	0	44,721
Washington	213	0	213	5,750	0	5,750	18,095	0	18,095
TOTAL	1,343,511	565,121	1,908,632	7,951,467	598,308	8,549,775	17,605,764	3,497,599	21,103,363

FY18/19 Trips By Passenger Type

County	Older Adults			Children At Risk			Persons With Disabilities		
	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total
Lee	29,420	22,679	52,099	19,968	0	19,968	2,000	37,952	39,952
Leon	56,285	0	56,285	0	0	0	82,355	0	82,355
Levy	10,636	0	10,636	154	0	154	7,401	0	7,401
Liberty	13,448	0	13,448	3,647	0	3,647	1,368	0	1,368
Madison	6,830	0	6,830	67	0	67	2,196	0	2,196
Manatee	828	12,667	13,495	0	4,495	4,495	96,689	41,348	138,037
Marion	10,381	0	10,381	2,325	0	2,325	64,259	27,808	92,067
Martin	6,381	13,306	19,687	0	4,243	4,243	709	35,400	36,109
Miami-Dade	0	463,606	463,606	0	33,071	33,071	0	330,554	330,554
Monroe	2,036	18,544	20,580	6,612	194	6,806	344	15,793	16,137
Nassau	27,200	0	27,200	320	0	320	5,546	0	5,546
Okaloosa	32,253	0	32,253	671	0	671	23,002	0	23,002
Okeechobee	7,500	0	7,500	0	0	0	1,661	0	1,661
Orange	218,092	70,899	288,991	34,372	33	34,405	185,976	188,507	374,483
Osceola	51,759	32,191	83,950	8,882	7	8,889	35,630	36,804	72,434
Palm Beach	440,567	0	440,567	0	0	0	412,689	0	412,689
Pasco	62,397	5,680	68,077	2,658	0	2,658	84,537	1,537	86,074
Pinellas	80,762	8,053	88,815	11,852	0	11,852	1,897,933	88,485	1,986,418
Polk	81,569	12,306	93,875	103,356	0	103,356	165,453	66,038	231,491
Putnam	14,016	0	14,016	29,193	0	29,193	11,431	0	11,431
Saint Johns	24,725	0	24,725	6,340	0	6,340	22,293	0	22,293
Saint Lucie	80,305	3,889	84,194	0	3,416	3,416	2,928	15,813	18,741
Santa Rosa	8,727	0	8,727	6	0	6	11,165	0	11,165
Sarasota	0	2	2	0	0	0	135,763	43,336	179,099
Seminole	62,223	22,787	85,010	10,715	41	10,756	51,241	24,367	75,608
Sumter	15,293	0	15,293	21,456	0	21,456	9,032	12,969	22,001
Suwannee	3,389	0	3,389	925	0	925	0	7,821	7,821
Taylor	4,917	0	4,917	312	0	312	2,421	0	2,421
Union	3,460	0	3,460	43	0	43	1,003	0	1,003
Volusia	44,064	50,052	94,116	1,090	0	1,090	401,030	1,380	402,410
Wakulla	4,379	0	4,379	23	0	23	4,432	0	4,432
Walton	28,284	0	28,284	8,167	0	8,167	5,465	0	5,465
Washington	11,265	0	11,265	4,002	0	4,002	1,243	0	1,243
TOTAL	2,624,451	949,056	3,573,507	373,563	147,306	520,869	5,354,883	2,027,231	7,382,114

FY18/19 Trips by Passenger Type

County	Low Income			Other			System Total		
	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total
Lee	1,014	14,496	15,510	44,013	0	44,013	96,415	75,127	171,542
Leon	0	0	0	22,132	0	22,132	160,772	0	160,772
Levy	1,806	0	1,806	10,690	0	10,690	30,687	0	30,687
Liberty	4,102	0	4,102	227	0	227	22,792	0	22,792
Madison	5,811	0	5,811	2,411	0	2,411	17,315	0	17,315
Manatee	0	7,335	7,335	9,996	614	10,610	107,513	66,459	173,972
Marion	6,817	0	6,817	858	0	858	84,640	27,808	112,448
Martin	0	0	0	0	0	0	7,090	52,949	60,039
Miami-Dade	2,847,921	36,086	2,884,007	0	121,607	121,607	2,847,921	984,924	3,832,845
Monroe	3,462	0	3,462	589	4,525	5,114	13,043	39,056	52,099
Nassau	14,001	0	14,001	7,666	0	7,666	54,733	0	54,733
Okaloosa	31,045	0	31,045	0	0	0	86,971	0	86,971
Okeechobee	2,117	0	2,117	2	0	2	11,280	0	11,280
Orange	0	3,616	3,616	429,164	0	429,164	867,604	263,055	1,130,659
Osceola	0	2,100	2,100	146,766	2,370	149,136	243,037	73,472	316,509
Palm Beach	24,120	0	24,120	95,575	0	95,575	972,951	0	972,951
Pasco	25,214	4,251	29,465	0	55,841	55,841	174,806	67,309	242,115
Pinellas	2,400,540	5,479	2,406,019	0	72	72	4,391,087	102,089	4,493,176
Polk	194,214	4,642	198,856	158,417	2,105	160,522	703,009	85,091	788,100
Putnam	0	0	0	85,929	0	85,929	140,569	0	140,569
Saint Johns	3,463	0	3,463	284,438	0	284,438	341,259	0	341,259
Saint Lucie	25,130	44,973	70,103	0	8	8	108,363	68,099	176,462
Santa Rosa	2,636	0	2,636	0	0	0	22,534	0	22,534
Sarasota	53,064	32,886	85,950	0	0	0	188,827	76,224	265,051
Seminole	0	0	0	143,642	0	143,642	267,821	47,195	315,016
Sumter	7,121	0	7,121	633	0	633	53,535	12,969	66,504
Suwannee	0	0	0	6,429	0	6,429	10,743	7,821	18,564
Taylor	8,106	0	8,106	1,092	0	1,092	16,848	0	16,848
Union	1,104	0	1,104	0	0	0	5,610	0	5,610
Volusia	0	0	0	10,361	0	10,361	456,545	51,432	507,977
Wakulla	297	0	297	4,361	0	4,361	13,492	0	13,492
Walton	2,805	0	2,805	0	0	0	44,721	0	44,721
Washington	1,585	0	1,585	0	0	0	18,095	0	18,095
TOTAL	7,489,657	180,425	7,670,082	1,763,210	193,581	1,956,791	17,605,764	3,497,599	21,103,363

FY18/19 Trips By Revenue Source

County	AHCA			APD			CTD			DEO		
	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total
Lee	25,985	2,032	28,017	28,644	4,070	32,714	40,224	0	40,224	0	0	0
Leon	0	0	0	22,281	0	22,281	22,726	0	22,726	0	0	0
Levy	285	0	285	7,401	0	7,401	7,093	0	7,093	0	0	0
Liberty	14,951	0	14,951	0	0	0	5,377	0	5,377	0	0	0
Madison	5,095	0	5,095	4,504	0	4,504	5,251	0	5,251	0	0	0
Manatee	1,130	1,542	2,672	24,167	34,471	58,638	25,730	0	25,730	0	0	0
Marion	2,373	0	2,373	0	26,380	26,380	33,703	0	33,703	0	0	0
Martin	0	0	0	0	35,408	35,408	7,090	0	7,090	0	0	0
Miami-Dade	0	0	0	0	128,029	128,029	2,847,920	0	2,847,920	0	0	0
Monroe	0	14,674	14,674	0	0	0	11,230	0	11,230	0	0	0
Nassau	2,050	0	2,050	0	0	0	30,341	0	30,341	0	0	0
Okaloosa	16,295	0	16,295	0	0	0	29,794	0	29,794	0	0	0
Okeechobee	174	0	174	0	0	0	3,860	0	3,860	0	0	0
Orange	0	11,901	11,901	0	181,318	181,318	135,322	0	135,322	0	0	0
Osceola	0	2,929	2,929	0	32,204	32,204	37,543	0	37,543	0	1	1
Palm Beach	0	0	0	0	0	0	245,879	0	245,879	0	0	0
Pasco	0	0	0	0	27,055	27,055	62,396	0	62,396	0	0	0
Pinellas	0	3,639	3,639	88,943	43,928	132,871	3,621,324	0	3,621,324	0	0	0
Polk	0	0	0	0	23,303	23,303	169,964	0	169,964	0	0	0
Putnam	12,529	0	12,529	32,799	0	32,799	28,195	0	28,195	0	0	0
Saint Johns	0	0	0	0	0	0	27,159	0	27,159	0	0	0
Saint Lucie	0	253	253	0	52,412	52,412	40,494	0	40,494	0	0	0
Santa Rosa	1,689	0	1,689	2,222	0	2,222	12,224	0	12,224	0	0	0
Sarasota	0	710	710	0	3,969	3,969	46,686	0	46,686	0	0	0
Seminole	0	6,581	6,581	0	10,683	10,683	34,117	0	34,117	0	0	0
Sumter	0	0	0	0	12,967	12,967	17,792	0	17,792	0	0	0
Suwannee	0	0	0	1,222	7,821	9,043	5,029	0	5,029	0	0	0
Taylor	2,046	0	2,046	1,712	0	1,712	6,735	0	6,735	0	0	0
Union	1,760	0	1,760	0	0	0	3,850	0	3,850	0	0	0
Volusia	0	0	0	0	0	0	52,172	0	52,172	0	0	0
Wakulla	4,100	0	4,100	332	0	332	6,582	0	6,582	0	0	0
Walton	1,508	0	1,508	1,916	0	1,916	26,487	0	26,487	0	0	0
Washington	2,294	0	2,294	4,685	0	4,685	10,764	0	10,764	0	0	0
TOTAL	165,729	165,701	331,430	351,297	1,027,864	1,379,161	9,941,361	0	9,941,361	6	1	7

FY18/19 Trips By Revenue Source

County	DCF			DOE			DOEA			DOH		
	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total
Lee	0	0	0	0	0	0	1,548	0	1,548	0	0	0
Leon	0	0	0	0	0	0	0	0	0	0	0	0
Levy	0	0	0	0	0	0	1,306	0	1,306	0	0	0
Liberty	0	0	0	0	0	0	1,840	0	1,840	0	0	0
Madison	0	0	0	51	0	51	0	0	0	0	0	0
Manatee	0	0	0	1,047	0	1,047	828	8,627	9,455	0	8,627	8,627
Marion	0	0	0	0	0	0	0	0	0	0	0	0
Martin	0	4,243	4,243	0	0	0	0	0	0	0	0	0
Miami-Dade	0	24,317	24,317	0	11,870	11,870	0	240,906	240,906	0	240,906	240,906
Monroe	0	4,725	4,725	0	0	0	0	0	0	0	0	0
Nassau	0	0	0	0	0	0	7,732	0	7,732	0	0	0
Okaloosa	0	0	0	38	0	38	3,536	0	3,536	0	0	0
Okeechobee	0	0	0	0	0	0	1,516	0	1,516	0	0	0
Orange	0	0	0	0	0	0	0	46,326	46,326	0	46,326	46,326
Osceola	0	0	0	0	0	0	0	19,304	19,304	0	19,304	19,304
Palm Beach	0	0	0	0	0	0	0	0	0	0	0	0
Pasco	0	4,251	4,251	0	0	0	9,933	0	9,933	0	0	0
Pinellas	0	19,215	19,215	3,234	0	3,234	43,409	0	43,409	0	0	0
Polk	50,597	0	50,597	103,356	0	103,356	8,943	0	8,943	67,285	0	67,285
Putnam	0	0	0	0	0	0	0	0	0	0	0	0
Saint Johns	0	0	0	0	0	0	0	0	0	0	0	0
Saint Lucie	0	0	0	0	269	269	3,950	0	3,950	0	0	0
Santa Rosa	0	0	0	0	0	0	0	0	0	0	0	0
Sarasota	0	0	0	0	0	0	0	0	0	0	0	0
Seminole	0	0	0	0	0	0	0	13,342	13,342	0	13,342	13,342
Sumter	0	0	0	0	0	0	3,692	0	3,692	0	0	0
Suwannee	0	0	0	0	0	0	0	0	0	6	0	6
Taylor	0	0	0	0	0	0	0	0	0	0	0	0
Union	0	0	0	0	0	0	0	0	0	0	0	0
Volusia	0	0	0	383	0	383	26,363	0	26,363	0	0	0
Wakulla	0	0	0	0	0	0	0	0	0	0	0	0
Walton	0	0	0	0	0	0	6,230	0	6,230	0	0	0
Washington	0	0	0	0	0	0	208	0	208	0	0	0
TOTAL	57,024	128,066	185,090	131,678	42,407	174,085	218,392	420,444	638,836	67,343	420,444	487,787

FY18/19 Trips By Revenue Source

County	DJJ			FDOT			Local Government		
	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total
Lee	0	0	0	0	50,280	50,280	0	4,254	4,254
Leon	0	0	0	10,660	0	10,660	86,163	0	86,163
Levy	0	0	0	14,308	0	14,308	0	0	0
Liberty	0	0	0	0	0	0	576	0	576
Madison	0	0	0	0	0	0	1,132	0	1,132
Manatee	0	0	0	1	2,845	2,846	54,609	3,892	58,501
Marion	0	0	0	31,529	1	31,530	17,034	0	17,034
Martin	0	0	0	0	0	0	0	0	0
Miami-Dade	0	7,134	7,134	0	62,997	62,997	1	45,263	45,264
Monroe	0	0	0	0	0	0	1,696	18,792	20,488
Nassau	0	0	0	11,831	0	11,831	2,779	0	2,779
Okaloosa	0	0	0	18,095	0	18,095	119	0	119
Okeechobee	0	0	0	5,730	0	5,730	0	0	0
Orange	0	0	0	0	204	204	34,154	14,986	49,140
Osceola	0	0	0	0	1,267	1,267	37,279	11,673	48,952
Palm Beach	0	0	0	0	0	0	727,072	0	727,072
Pasco	0	0	0	33,719	14,788	48,507	63,495	0	63,495
Pinellas	0	0	0	68,576	4,114	72,690	470,451	10,808	481,259
Polk	11,266	0	11,266	1,048	10,649	11,697	62,586	1,159	63,745
Putnam	0	0	0	50,822	0	50,822	0	0	0
Saint Johns	0	0	0	302,762	0	302,762	5,226	0	5,226
Saint Lucie	0	0	0	30,458	4,326	34,784	32,996	2,802	35,798
Santa Rosa	0	0	0	6,368	0	6,368	1	0	1
Sarasota	0	0	0	0	0	0	127,512	0	127,512
Seminole	0	0	0	0	11,001	11,001	16,766	1,340	18,106
Sumter	0	0	0	21,456	0	21,456	9,032	1	9,033
Suwannee	0	0	0	769	0	769	1	0	1
Taylor	0	0	0	0	0	0	5,752	0	5,752
Union	0	0	0	0	0	0	0	0	0
Volusia	0	0	0	2,193	1,380	3,573	223,830	0	223,830
Wakulla	0	0	0	0	0	0	2,478	0	2,478
Walton	0	0	0	0	0	0	245	0	245
Washington	0	0	0	0	0	0	20	0	20
TOTAL	11,526	7,134	18,660	1,022,532	344,430	1,366,962	3,433,421	308,287	3,741,708

FY18/19 Trips By Revenue Source

County	Local Non Government			Other Fed/State Programs			Total by Revenue Source		
	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total
Lee	14	3,458	3,472	0	11,033	11,033	96,415	75,127	171,542
Leon	18,942	0	18,942	0	0	0	160,772	0	160,772
Levy	294	0	294	0	0	0	30,687	0	30,687
Liberty	0	0	0	48	0	48	22,792	0	22,792
Madison	1,282	0	1,282	0	0	0	17,315	0	17,315
Manatee	1	14,957	14,958	0	125	125	107,513	75,086	182,599
Marion	1	1,427	1,428	0	0	0	84,640	27,808	112,448
Martin	0	13,298	13,298	0	0	0	7,090	52,949	60,039
Miami-Dade	0	328,334	328,334	0	136,074	136,074	2,847,921	1,225,830	4,073,751
Monroe	117	865	982	0	0	0	13,043	39,056	52,099
Nassau	0	0	0	0	0	0	54,733	0	54,733
Okaloosa	13	0	13	19,081	0	19,081	86,971	0	86,971
Okeechobee	0	0	0	0	0	0	11,280	0	11,280
Orange	363,390	8,320	371,710	334,738	0	334,738	867,604	309,381	1,176,985
Osceola	99,690	5,640	105,330	68,525	454	68,979	243,037	92,776	335,813
Palm Beach	0	0	0	0	0	0	972,951	0	972,951
Pasco	3,042	21,215	24,257	2,221	0	2,221	174,806	67,309	242,115
Pinellas	95,150	16,012	111,162	0	4,373	4,373	4,391,087	102,089	4,493,176
Polk	95,821	43,493	139,314	132,143	6,487	138,630	703,009	85,091	788,100
Putnam	16,224	0	16,224	0	0	0	140,569	0	140,569
Saint Johns	6,112	0	6,112	0	0	0	341,259	0	341,259
Saint Lucie	465	6,026	6,491	0	0	0	108,363	66,088	174,451
Santa Rosa	30	0	30	0	0	0	22,534	0	22,534
Sarasota	14,629	59,718	74,347	0	11,827	11,827	188,827	76,224	265,051
Seminole	122,870	4,248	127,118	94,068	0	94,068	267,821	60,537	328,358
Sumter	1,563	1	1,564	0	0	0	53,535	12,969	66,504
Suwannee	3,715	0	3,715	1	0	1	10,743	7,821	18,564
Taylor	603	0	603	0	0	0	16,848	0	16,848
Union	0	0	0	0	0	0	5,610	0	5,610
Volusia	150,856	50,052	200,908	748	0	748	456,545	51,432	507,977
Wakulla	0	0	0	0	0	0	13,492	0	13,492
Walton	145	0	145	8,190	0	8,190	44,721	0	44,721
Washington	35	0	35	89	0	89	18,095	0	18,095
TOTAL	1,525,001	829,549	2,354,550	680,454	221,705	902,159	17,605,764	3,916,032	21,521,796

FY18/19 Summary of Vehicle Information

County	Roadcalls			Accidents			Wheelchair Accessible Vehicles			Number of Vehicles		
	CTC/Op	CC	Total	CTC/Op	CC	Total	CTC/Op	CC	Total	CTC/Op	CC	Total
Lee	15	2	17	1	1	2	43	17	60	45	76	121
Leon	50	0	50	0	0	0	24	0	24	24	0	24
Levy	3	0	3	0	0	0	17	0	17	18	0	18
Liberty	1	0	1	0	0	0	9	0	9	20	0	20
Madison	3	0	3	0	0	0	9	0	9	9	0	9
Manatee	133	0	133	15	1	16	40	27	67	40	47	87
Marion	13	1	14	3	0	3	41	4	45	41	14	55
Martin	0	5	5	0	0	0	17	15	32	23	29	52
Miami-Dade	0	53	53	0	15	15	0	171	171	0	329	329
Monroe	5	6	11	0	1	1	4	22	26	18	38	56
Nassau	15	0	15	1	0	1	27	0	27	27	0	27
Okaloosa	65	0	65	12	0	12	30	0	30	32	0	32
Okeechobee	2	0	2	0	0	0	6	0	6	6	0	6
Orange	203	38	241	32	19	51	125	52	177	130	139	269
Osceola	48	4	52	6	1	7	34	22	56	36	31	67
Palm Beach	1,439	0	1,439	114	0	114	247	0	247	247	0	247
Pasco	114	0	114	7	0	7	17	38	55	17	38	55
Pinellas	142	17	159	19	1	20	124	31	155	246	105	351
Polk	79	6	85	36	0	36	91	20	111	91	46	137
Putnam	16	0	16	0	0	0	0	0	0	32	0	32
Saint Johns	7	0	7	0	0	0	40	0	40	42	0	42
Saint Lucie	60	0	60	0	1	1	49	28	77	49	60	109
Santa Rosa	0	0	0	1	0	1	9	0	9	14	0	14
Sarasota	74	0	74	18	0	18	53	42	95	53	51	104
Seminole	38	18	56	7	1	8	42	13	55	44	29	73
Sumter	1	0	1	1	1	2	21	0	21	21	6	27
Suwannee	1	2	3	1	0	1	3	5	8	4	7	11
Taylor	7	0	7	0	0	0	8	0	8	8	0	8
Union	1	0	1	0	0	0	5	0	5	6	0	6
Volusia	196	0	196	0	0	0	128	16	144	128	38	166
Wakulla	0	0	0	0	0	0	8	0	8	12	0	12
Walton	0	0	0	0	0	0	8	0	8	18	0	18
Washington	2	0	2	1	0	1	9	0	9	14	0	14
TOTAL	3,569	571	4,140	418	79	497	2,333	828	3,161	2,786	1,794	4,580

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

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

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

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

April 21, 2020

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

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

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

Re: Brooks v. Taylor County

Dear Annie Mae, Danielle and LaWanda:


Enclosed please find Mr. Reeves' bill where Mr. Reeves filed a response to Mr. Brooks Motion for Rehearing.

His bill is \$1,325.00. Please put this in line for payment. This will be included in the appeal fees.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

enclosure

Davis, Schnitker, Reeves & Browning P.A.

Post Office Drawer 652
Madison, FL 32341
850-973-4186

Fax No. 850-973-8564
FID#59-2207374

Invoice submitted to:

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

April 17, 2020

In Reference To: Timothy Brooks v. Taylor County, Florida
(First DCA Case No. 1D19-1547)
OUR FILE NO. 16206-GTR

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
6/26/2019 GTR Call from Conrad Bishop to discuss case.	0.25 250.00/hr	62.50
6/28/2019 GTR Meet with Conrad Bishop to discuss appeal and review record.	1.50 250.00/hr	375.00
GTR Prepare Notice of Appearance as co-counsel and file.	0.25 250.00/hr	62.50
GTR Review online record with First DCA.	0.25 250.00/hr	62.50
6/29/2019 GTR Review record and prepare answer brief.	3.25 250.00/hr	812.50
GTR Prepare Motion for Attorneys fees.	0.75 250.00/hr	187.50
6/30/2019 GTR Review record and prepare answer brief.	1.75 250.00/hr	437.50
7/1/2019 GTR Telephone Conference with Conrad Bishop on drafting brief.	0.50 250.00/hr	125.00
9/3/2019 GTR Review record, research, and prepare answer brief.	2.25 250.00/hr	562.50
9/4/2019 GTR Telephone Conference with Conrad Bishop.	0.25 250.00/hr	62.50
GTR Review order from DCA and email Conrad Bishop	0.30 250.00/hr	75.00

Please Make Checks Payable to: Davis, Schnitker, Reeves & Browning, P.A.
Invoice Due and Payable Upon Receipt.

		<u>Hrs/Rate</u>	<u>Amount</u>
9/4/2019	GTR Review record, research, and prepare answer brief.	3.75 250.00/hr	937.50
9/6/2019	GTR Prepare answer brief.	2.25 250.00/hr	562.50
9/7/2019	GTR Research and prepare answer brief	4.75 250.00/hr	1,187.50
9/8/2019	GTR Research and prepare answer brief	3.75 250.00/hr	937.50
9/12/2019	GTR Research and prepare answer brief	2.25 250.00/hr	562.50
9/13/2019	GTR Prepare answer brief	2.75 250.00/hr	687.50
9/14/2019	GTR Prepare answer brief	4.75 250.00/hr	1,187.50
9/15/2019	GTR Prepare answer brief	7.25 250.00/hr	1,812.50
	GTR Prepare email to Conrad Bishop	0.25 250.00/hr	62.50
9/16/2019	GTR Final prepare of answer brief, Motion for Attorney's Fees, and Motion to Accept Brief.	2.50 250.00/hr	625.00
4/2/2020	GTR Telephone conference with Conrad Bishop about Motion for Rehearing	0.25 250.00/hr	62.50
	GTR Review Motion for Rehearing, research, and prepare response	1.50 250.00/hr	375.00
4/3/2020	GTR Research and prepare response to Motion for Rehearing	1.50 250.00/hr	375.00
4/6/2020	GTR Prepare email to Conrad Bishop about response to Motion for Rehearing	0.30 250.00/hr	75.00
4/14/2020	GTR Final prep and file response to motion for rehearing and rehearing en banc and motion for supplemental attorneys fees	0.75 250.00/hr	187.50
4/15/2020	GTR Review response filed by Mr. Brooks and research	0.50 250.00/hr	125.00
4/16/2020	GTR Review orders from DCA and prepare email to Mr. Bishop	0.50 250.00/hr	125.00

	<u>Hours</u>	<u>Amount</u>
For professional services rendered	50.85	\$12,712.50
Additional Charges :		
6/28/2019 Mileage		40.60
6/30/2019 WESTLAW (Computerized Research Service)		278.00
7/1/2019 WESTLAW (Computerized Research Service)		139.00
9/21/2019 WESTLAW (Computerized Research Service)		248.00
Total costs		\$705.60
Total amount of this bill		\$13,418.10
11/7/2019 Payment - Thank You. Check No. 61684		(\$12,093.10)
Total payments and adjustments		(\$12,093.10)
Balance due		\$1,325.00



(8)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCRAP ROAD PROJECT (Cedar Island Rd) FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

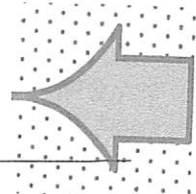
BE IT RESOLVED that the listed receipts and appropriations be transferred from the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$550,000	180-3344906	SCRAP Grant - Revenue
		SCRAP Project/Cedar Island Rd
\$ 26,000	0346-53101	Professional Services
\$523,700	0346-53401	Contractual Services
\$ 100	0346-54907	License/Permit/Reg
\$ 200	0346-54902	Legal Advertising

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 May, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
HERE**

New SCRAP Grant FY' 20

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

625-010-60
PROGRAM MANAGEMENT
07/19

FPN: <u>439670-1-54-01</u>	Fund: <u>SRMC</u>	FLAIR Category: <u>085575</u>
	Org Code: <u>55024010206</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>38</u>	Contract No: <u>GIEUS</u>	Vendor No: <u>F596000879041</u>

10/2/2019 | 8:08 AM EDT

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:

1. **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)
☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

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.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design, construction and construction engineering and inspection for resurfacing of Cedar Island Road from CR 361 to end of pavement, 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.

3. **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 12/31/2023. 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
07/19

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$550,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$550,000.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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 (Slaughter Rd) FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

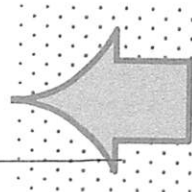
BE IT RESOLVED that the listed receipts and appropriations be transferred from the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$1,300,000	181-3344906	SCRAP Grant - Revenue
		SCRAP Project/Slaughter Rd
\$ 132,653	0347-53101	Professional Services
\$1,167,241	0347-53401	Contractual Services
\$ 106	0347-54902	Legal Advertising

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 May, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
HERE**

New SCRAP Grant FY'20

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
07/19

FPN: <u>436462-2-54-01</u>	Fund: <u>SCRAP</u>	FLAIR Category: <u>085575</u>
	Org Code: <u>55024010206</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>38</u>	Contract No: <u>GIE43</u>	Vendor No: <u>F596000879041</u>

10/1/2019 | 3:52 PM EDT

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:

1. **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)
☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

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.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design, construction and construction engineering and inspection for widening and resurfacing existing lanes on Slaughter Road from Freeman Courtney to Harrison Blue Springs Road, 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.

3. **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 12/31/2023. 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
07/19

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$1,300,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,300,000 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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 **SCOP ROAD PROJECT (Slaughter Road) FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

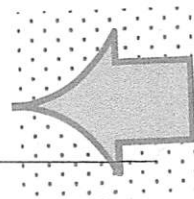
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$1,150,000	182-3344905	SCOP Grant - Revenue
		SCOP Slaughter Road
\$ 117,347	0348-53101	Professional Services
\$1,032,559	0348-53401	Contractual Services
\$ 94	0348-54902	Legal Advertising

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 May, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
HERE**



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025

MIKE DEW
SECRETARY

June 11, 2018

Mr. Kenneth Dudley, P.E.
Taylor County Engineer
Taylor County BOCC Office
201 East Green Street
Perry, Florida 32347

**Subject: Small County Outreach Program Agreement
Resurfacing of CR 359A (Slaughter Road)
From US 19 to Harrison Blue
Financial Project ID: 436462-1-54-01
Contract Number: G0W46**

Dear Mr. Dudley:

Enclosed for files is a fully executed copy of the Small County Outreach Program Agreement for the resurfacing of CR 359A (Slaughter Road) from US 19 to Harrison Blue in Taylor County, Florida.

The County must provide a set of signed and sealed plans, engineer's estimate, RR, RW and Utility certifications and an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for Department's review and approval *prior* to the Department giving authorization to advertise.

Prior to award, please submit the name of the lowest responsible / responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval. Once a contractor is selected, please send the preliminary schedule from the contractor.

To expedite reimbursement, invoices should be sent directly to Ms. Kim Evans at Kimberly.evans@dot.state.fl.us. Invoices should be submitted in detail sufficient for a proper pre-audit and post-audit. Please inform me when project is nearing completion. A field review must be done prior to final reimbursement being paid. Please remember that Taylor County is responsible for bearing a expenses in excess of the amount the Department agrees to participate (\$1,150,000.00).

Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7402.

Sincerely,

Kim Evans
District Local Programs Administrator

/ke
Enclosures

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

FPN: 436462-1-54-01 Fund: SCOP FLAIR Category: 085576
Org Code: 55024010206 FLAIR Obj: 751000

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

County No: _____ Contract No: 60W46 Vendor No: _____

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on June 8, 2018

(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:

1. **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)
☐ Insert Legal Authority, Insert Funding Program Name, Insert CSFA Number

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.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design, construction and construction engineering and inspection for the resurfacing of CR 359A (Slaughter Road) from US 19 to Harrison Blue Road, 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.

3. **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 06/30/2022. 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

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.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$1,150,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,150,000 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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 **SCOP ROAD PROJECT (Gas Plant Road) FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

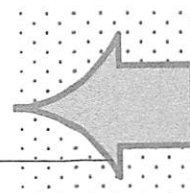
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$700,000	183-3344905	SCOP Grant - Revenue
		SCOP Gas Plant Road
\$270,232	0349-53101	Professional Services
\$429,568	0349-53401	Contractual Services
\$ 200	0349-54902	Legal Advertising

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 May, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



New SCOP Grant FY'20



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

1109 South Marion Avenue
Lake City, Florida 32025

**MIKE DEW
SECRETARY**

June 11, 2018

Mr. Kenneth Dudley, P.E.
Taylor County Engineer
Taylor County BOCC Office
201 East Green Street
Perry, Florida 32347

**Subject: Small County Outreach Program Agreement
Resurfacing of CR 359A (Gas Plant Road)
From CR 110 (McDaniel Road) to CR 361 (Pisgah Road)
Financial Project ID: 436448-1-54-01
Contract Number: G0W47**

Dear Mr. Dudley:

Enclosed for files is a fully executed copy of the Small County Outreach Program Agreement for the resurfacing of CR 359A (Gas Plant Road) from CR 110 (McDaniel Road) to CR 361 (Pisgah Road) in Taylor County, Florida.

The County must provide a set of signed and sealed plans, engineer's estimate, RR, RW and Utility certifications and an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for Department's review and approval *prior* to the Department giving authorization to advertise.

Prior to award, please submit the name of the lowest responsible / responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval. Once a contractor is selected, please send the preliminary schedule from the contractor.

To expedite reimbursement, invoices should be sent directly to Ms. Kim Evans at Kimberly.evans@dot.state.fl.us. Invoices should be submitted in detail sufficient for a proper pre-audit and post-audit. Please inform me when project is nearing completion. A field review must be done prior to final reimbursement being paid. Please remember that Taylor County is responsible for bearing a expenses in excess of the amount the Department agrees to participate (\$700,000.00).

Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7402.

Sincerely,

Kim Evans
District Local Programs Administrator

/ke
Enclosures

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

FPN: 436448-1-54-01 Fund: SCOP FLAIR Category: 085576
Org Code: 55024010206 FLAIR Obj: 751000

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

County No: _____ Contract No: GOW47 Vendor No: _____

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on June 8, 2018
(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:

1. **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)
 - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

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.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design, construction and construction engineering and inspection for the resurfacing of CR 359A (Gas Plant Road) from CR 110 (McDaniel Road) to CR 361 (Pisgah Road), 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.
3. **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 06/30/2022. 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-80
PROGRAM MANAGEMENT
01/18

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.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$700,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$700,000 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item*****SUBJECT/TITLE:**

THE BOARD TO CONSIDER APPROVAL OF DRAFT CONTRACT WITH MCS MECHANICAL SERVICES FOR REPLACEMENT OF THE 60 TON AIR COOLED CHILLER LOCATED AT THE COUNTY JAIL.

MEETING DATE REQUESTED:

MAY 5, 2020

Statement of Issue: CONTRACT NEEDED TO INSTALL NEW CHILLER.

Recommended Action: APPROVE

Fiscal Impact: \$81,262

Budgeted Expense: YES

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD APPROVED THE RECOMMENDATION OF THE BID COMMITTEE TO AWARD INSTALLATION OF THE NEW CHILLER LOCATED AT THE COUNTY JAIL TO MCS MECHANICAL CONTRACTOR IN MARCH OF 2020. UPON REVIEW OF THE PROJECT AND THE SCOPE OF WORK THE DETERMINATION WAS MADE TO REQUEST THE COUNTY ATTORNEY TO PREPARE A DRAFT CONTRACT FOR BOARD CONSIDERATION. THE CONTRACTOR HAS PROVIDED PROOF OF WORKERS COMPENSATION INSURANCE AND WILL PROVIDE A WRITTEN WARRANTY FROM THE CHILLER MANUFACTURER.

Options: APPROVE/ NOT APPROVE

Attachments: BID DOCUMENTS
LETTER FROM COUNTY ATTORNEY
DRAFT CONTRACT

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

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

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

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

April 13, 2020

VIA E-MAIL AND REGULAR MAIL

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

Re: Jail Chiller Replacement Contract

Dear LaWanda:

Enclosed please find a DRAFT Contract for the Jail Chiller.

It appears this Corporation has 10 employees, so it should have workers compensation insurance.

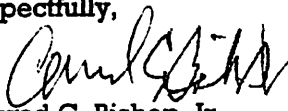
Don't we need a written warranty from Trane?

I left some blanks you need to fill in.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Annie Mae Murphy

TAYLOR COUNTY JAIL CHILLER REPLACEMENT

AGREEMENT made this _____ day of _____, 2020, between, THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, hereinafter called the **COUNTY**, and MCS MECHANICAL CONTRACTOR, INC., hereinafter called the **CONTRACTOR**.

In consideration of their mutual promises herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. **SCOPE OF WORK.** The **CONTRACTOR** shall furnish to the county a new 60-ton Air Cooled Scroll Chiller, in addition, (See attached Exhibit "A"), which includes to furnish all supervision, labor, materials, and equipment for the installing of one (1) new Trane 60-ton package Air Cooled Chiller with extended warranty. Also Trane has included additional warranties and inspections on the existing Trane Chiller (CH-2) Serial #U14G43807. Statement of Work Plan included in Exhibit "A".

2. **TERM OF CONTRACT.** This contract is for the period of _____, 2020 through _____, 20____.

3. **THE CONTRACT PRICE.** The **COUNTY** shall pay to the **CONTRACTOR** the sum of \$81,262.00 for the performance of this Contract in the following manner: _____.

4. **ASSIGNMENTS.** This contract shall not be subletted, transferred, assigned, or otherwise conveyed by the **CONTRACTOR** without prior written approval of the **COUNTY**.

5. **TERMINATION OF CONTRACT.** The **COUNTY** reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the **COUNTY** requires such termination or suspension. The **COUNTY** shall notify the **CONTRACTOR** in writing of such action with instructions as to the effective date of termination or suspension.

If the **COUNTY** determines that the performance of the **CONTRACTOR** is not satisfactory, the **COUNTY** shall have the option of: (a) immediately terminating the contract, or (b) notifying the **CONTRACTOR** of the deficiency with a requirement that the deficiency be corrected within a specified period of time. Failure to correct such deficiencies in the specified time will result in the **CONTRACTOR** being declared in default and the contract may be terminated.

If the contract is terminated for cause before performance is completed, the **CONTRACTOR** shall be paid for its performance up to date.

6. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the **CONTRACTOR** shall indemnify, defend and save and hold harmless, the **COUNTY** all of its officers, agents, or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the **CONTRACTOR**, its sub-consultants, agents, or employees or due to any negligent act or occurrence of omission or commission of the **CONTRACTOR**, its subcontractors, agents, or employees. Neither **CONTRACTOR** nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the **COUNTY** or any of its officers, agents, or employees.

7. **GENERAL LIABILITY INSURANCE.** The **CONTRACTOR** shall carry and keep in force during the period of this contract a General Liability Insurance Policy or policies with a company or companies authorized to do business in Florida, affording Public Liability Insurance with bodily injury limits of at least \$1,000,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$50,000.00 each occurrence, for the services and work to be rendered in accordance with this contract.

Certificates of such insurance shall be filed with the **COUNTY** prior to beginning work under this contract and shall be subject to approval for adequacy of protection. Certificates must list the **COUNTY** as additionally insured for \$1,000,000.

8. **WORKER'S COMPENSATION INSURANCE.** The **CONTRACTOR** shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of his employees. The **CONTRACTOR** shall insure that the employees of a subcontractor are covered by similar insurance.

9. **PERMITS, RULES, AND REGULATIONS.** It shall be the **CONTRACTOR'S** responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities for parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract. The **CONTRACTOR** agrees to abide by all applicable Florida Department of Environmental Regulations, Florida Department of Natural Resources, and FFA Rules and Regulations.

10. **AUTHORIZED PERSONNEL.** The **CONTRACTOR** is to contact the following for any correspondence or questions regarding this project: [1] LaWanda Pemberton, County Administrator at (850) 838-3500.

11. **VENUE.** If litigation arises out of this contract, venue of all such cases shall be exclusively in Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

IN WITNES WHEREOF, the parties hereto have caused this instrument to be executed in _____ original counterparts this _____ day of _____, 2020.

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

BY: _____
PAM FEAGLE, Chairperson

BY: _____
CONTRACTOR

ATTEST:

ANNIE MAE MURPHY, Clerk

WITNESS: _____
FOR THE CONTRACTOR

WITNESS: _____
FOR THE CONTRACTOR

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT ✓

COMES NOW, MCS Mechanical Inc., and after having obtained a State of Florida Worker's Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

TAYLOR COUNTY JAIL NEW 60-TON AIR COOLED SCROLL CHILLER

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability claim, demand, action, cause of action, suit, loss, damage, expense, cost attorney fee, settlement or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.
2. I also hereby indemnify and release Taylor County, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any rehabilitation or any expense as a result of any injury on said project.
3. I hereby release Taylor County from any liability of whatever kind or nature as a result of any injury on the above project.
4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.
5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this 26th day of September, 2020,

WITNESS:

Chris Shott

CSH

Walter H. H. H.

STATE OF FLORIDA

COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Michael Shott, personally known to me (✓) produced identification () to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 26th day of September, 2020.

Kelly Shott

NOTARY PUBLIC

My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 2020, by

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. 00002033100
for Taylor County Board of County Commissioners

2. This sworn statement is submitted by MCS mechanical Contractor Inc
(Name of entity submitting sworn statement)

Whose business address is 3081 Barbara lane
Hilliard, FL 32046 and

(if applicable) its Federal Employer Identification Number (FEIN) is 59-3552495

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____)

3. My name is Michael Shott and my relationship to the entity
name above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Michael Shott
(Signature)

9/26/2020
(Date)

STATE OF Florida

COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Michael Shott,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 26th day
of September, 2020.

Kelly Shott
NOTARY PUBLIC

My commission expires: 4/16/2021 FORM PUR 7068 (Rev. 11/89)



February 26, 2020

3081 Barbara Lane
Hilliard, FL 32046

To: Taylor County Board Of County Commissioners
108 North Jefferson St
Suite 102
Perry, FL 32347

Subject Project: Taylor County Jail

Special Notice: Trane has included additional warranty's and inspections on the existing Trane chiller (CH-2) Serial #U14G43807 that is to remain. This was not listed in Bid documents therefor we did not include this is our base bid.

Description: Furnish all supervision, labor, materials, and equipment for the installation of (1) new Trane 60 Ton package Air Cooled Chiller with extended warranty.

Statement of work plan:

- Provide submittal for approval.
- Pre construction meeting walkthrough with COR prior to NTP.
- Field measure to pre fabricate, clean, cap and apply rust inhibitor on new hydronic piping.
- Mobilize and tag HVAC equipment and materials to be removed.
- Execute lockout/tagout.
- Label and disconnect electrical connections and components
- Isolate existing CWS & CWR valves, Drain and remove piping
- Rig, remove (1) Trane Chiller. Layout and set new 60 Ton Chiller in place on existing equipment pad by means of crane.
- Install new 3" sch 40 welded chilled water piping, supports, circuit setter, temperature and pressure gauges. Perform hydrostatic test at 1.5 times working pressure.
- Insulate chilled water piping with 1 1/2" cellular glass to include vapor barrier and 0.16 aluminum jacket. Insulate all valves, gauges, flanges, and circuit setter with 3/4" elastomeric and apply UV rated seal.

- Install NEMA3R junction box on existing conduit and extend new seal tight conduit, conductors and connect to new chiller. Meggar test electrical conductor and document prior to start up.
- Perform factory startup and owner training on new Chiller.
- Balance water flow through new Chiller and submit NEBB certified test and balance reports at conclusion of field work.

Specific Job Clarifications:

- Coordinate and discuss shutdown, PPE, Hot work permit, lockout/tag out, procedures before commence of work
- Refrigerant recovery, HVAC equipment recycle and disposal documentations
- Trane Equipment price valid for 30 days per manufacturer
- Provide necessary permits
- 7 Year factory parts and labor warranty on new chiller CH-1
- 1-year material and labor warranty on workmanship
- All work to be performed in a safe and workmanlike manner
- Clean and remove all construction debris

Thank You

Sincerely,

Michael Shott

904-545-0929



February 26, 2020

3081 Barbara Lane
Hilliard, FL 32046

Project Baseline Schedule

Dates contingent upon award date and submittal approval on new Trane Chiller.

MCS to notify Taylor County Jail representative of shipment date and 1 week prior to delivery date of chiller for project start date.

Approx. 8-week lead time on Trane equipment.

Day 1- Remove Chiller, set new chiller, start chilled water piping, electrical disconnect.

Day 2- Finish Chilled water piping, hydrostatic test, electrical re-connect, start pipe insulation.

Day 3- Factory start-up, water balance, finish pipe insulation clean and demobilize.

Thank You

Sincerely, *Michael Shott*

904-545-0929

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2020

PRODUCER

MITCHELL INSURANCE AGENCY
11893 New Kings Rd
Jacksonville, FL 32219
(904) 764-3336

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

MCS MECHANICAL CONTRACTOR, INC
3081 BARBARA LN
HILLIARD, FL 32046

(904) 545-0829

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A U.S. SPECIALTY INS CO

INSURER B F C B & I FORD

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

UNIT NO.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	U19AC108338-01	10/03/19	10/03/20	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PROPERTY DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALLOWED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	U19AC108338-01	10/03/19	10/03/20	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE				
	RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	10650887-2019	10/29/19	10/29/20	EL EACH ACCIDENT \$ 100,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EL DISEASE - EA EMPLOYEE \$ 100,000
	Special Provisions (See)				EL DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

COMMERCIAL PLUMBING, HEATING, & AIR CONDITIONING

CERTIFICATE HOLDER

TAYLOR COUNTY JAIL
589 E US 27
PERRY, FL 32347

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ray S. Miller
© ACORD CORPORATION 1988

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:


THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON A SERVICE PROPOSAL FOR ENGINEERED COOLING SERVICES FOR THE REPLACEMENT OF THE HVAC AT FOREST CAPITAL HALL.

MEETING DATE REQUESTED:

MAY 5, 2020

Statement of Issue: SERVICE PROPOSAL REQUIRED TO REPLACE THE HVAC AT FOREST CAPITAL HALL.

Recommended Action: RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE

Fiscal Impact: \$61,892

Budgeted Expense: YES

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: SIGNED SERVICE PROPOSAL
LETTER FROM COUNTY ATTORNEY



Engineered Cooling Services SERVICE PROPOSAL

PHONE: 850-224-5551

Terms and Conditions

1. **OFFER AND ACCEPTANCE:** Company offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Client, or allowing Company to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Client and Company. Any additional or differing terms and conditions contained on Client's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Client and Company unless expressly consented to in writing by Company. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours.
2. **TERMS:** Terms of Payment for goods shipped and/or services rendered hereunder shall be NET or RECEIPT OF INVOICE. *Company reserves the right to add to any account-outstanding more than thirty (30) days a charge of one and one-half (1-1/2%) percent of the principal amount due at the end of each thirty (30) day period.*
3. **INVOICING:** Company reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
4. **PERFORMANCE:** Company shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the Company's Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of the Company, whether of the class of causes enumerated above or not, which shall prevent Company from making deliveries or performing services in the usual course of business. In the event of the disapproval of the Company's Credit Department or the occurrence of any of the above, Company may, at its sole option, cancel Client's Purchase Order without the liability on the part of the Company. Alternatively, Company may extend the time for its performance by a period equal to the duration of the cause underlying Company's failure or delay. Receipt of the equipment or services by Client upon its delivery shall constitute a waiver of all claims for delay.
5. **WARRANTY:** Company guarantees service work and all materials of Company manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as Company finds defective. *This warranty does not include the cost of labor to remove or install any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by Company, but manufactured by others, Company will extend the same guarantee it receives from the manufacturer.*
6. **THIS WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH CLIENT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.**
7. **PATENTS:** If there is brought against the Client any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, Company, if notified promptly in writing and given authority, information and assistance by the Client for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Client. In the event that the Client has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use is enjoined, Company, in lieu of all other liability except as above stated, will, at its own expense, either procure for the Client the right to continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price thereof, but Company's liability shall in no case exceed the purchase price of said infringing apparatus.
8. **LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against Company arising from Company's performance under this contract must be commenced by Client within the express warranty period specified under Paragraph 6 hereof. *Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Client. IN NO EVENT SHALL COMPANY'S LIABILITY FOR DIRECT OR CONSEQUENTIAL DAMAGES EXCEED THE PAYMENTS RECEIVED BY COMPANY FROM CLIENT UNDER THE INSTANT CONTRACT, NOR SHALL COMPANY BE LIABLE FOR ANNUAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.*
9. **DELIVERY:** Shipping dates are approximate only. No shipping date requested or specified by Client will be binding on Company unless such request or specification is specifically agreed to in writing by an officer of Company. Shipment shall be F.O.B. factory, with title passing to Client upon delivery to the carrier by Company.
10. **CANCELLATION:** Company reserves the right to collect cancellation charges (including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any canceled order).
11. **DISPUTES AND CHOICES OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Florida. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association; and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. *THE SITE OF THE ARBITRATION SHALL BE PENSACOLA, FL, UNLESS ANOTHER SITE IS MUTUALLY AGREED BETWEEN THE PARTIES. The parties agree that any part of the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.*
12. **COST TO COMPANY:** In the event it becomes necessary for Company to incur any costs or expenses in the collection of monies due Company from Client, or to enforce any of its rights or privileges hereunder, Client, upon demand shall reimburse Company for all such costs and expenses (including, but not limited to, reasonable attorney's fees).
13. **ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of Company's offer to sell, constitute the entire agreement between Company and Client. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Company.
14. **ASSIGNMENT:** Client shall not assign this contract or any interest therein without the prior written consent of Company. Any actual or attempted assignment without Company's consent shall entitle Company, at its sole option, to cancel this contract and, in such event, Company shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature: Auranda Rmewerton

Date: 4/8/2020

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

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

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

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

April 2, 2020

VIA E-MAIL AND REGULAR MAIL

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

Re: Review of Engineered Cooling Services Service Proposal

Dear LaWanda:

Pursuant to your request, I have read over the above service proposal. It is completely one-sided.

1. Paragraph 2 provides for 1-1/2% interest on late payment each month which works out to 18% per year. Of course, the County is going to pay.
2. Paragraph 5 - The Warranty is not much good, 90 days and it does not cover the cost of labor to remove or reinstall any defective components, doesn't cover cost of handling, shipping or transportation and this is the sole remedy!
3. Paragraph 7 Limitation of Liability - This is one that I really can't recommend. Paragraph 6 is not a warranty, paragraph 5 is the warranty paragraph and the company's liability does not exceed the payments. I don't agree to this at all.
4. Paragraph 10 - I don't like going to arbitration at all!

5. Paragraph 13 - The County can't assign this agreement without written consent. The same should also be true of the Company.

6. Venue of any litigation should be exclusively in Taylor County, Florida.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail)

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

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

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PERRY, FLORIDA 32348

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

April 8, 2020

VIA E-MAIL AND REGULAR MAIL

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

Re: Engineered Cooling Services Proposal

Dear LaWanda:

Although this is kind of messy, pursuant to Chris Turner's e-mail of 4/3/20, please find attached the Proposal which I have marked up and changed.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Annie Mae Murphy (via e-mail)



Engineered Cooling Services SERVICE PROPOSAL

PHONE: 850-224-5551

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GENERAL OF ANY CITIZATION SHALL BE IN THE FLORIDA COURT
11. **COST TO COMPANY:** In the event it becomes necessary for Company to incur any costs or expenses in the collection of monies due Company from Client, or to enforce any of its rights or privileges hereunder, Client, upon demand shall reimburse Company for all such costs and expenses (including, but not limited to, reasonable attorney's fees). *EXCLUSIVE*
12. **ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of Company's offer to sell, constitute the entire agreement between Company and Client. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Company.
13. **ASSIGNMENT:** Client shall not assign this contract or any interest therein without the prior written consent of Company. Any actual or attempted assignment without Company's consent shall entitle Company, at its sole option, to cancel this contract and, in such event; Company shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.
COMPANY SHALL NOT ASSIGN THIS AGREEMENT W/O WRITTEN CONSENT OF THE CLIENT

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature: _____

Date: _____

PENSACOLA, FL • PANAMA CITY, FL • TALLAHASSEE, FL • ORLANDO, FL • MOBILE, AL • MONTGOMERY, AL • BIRMINGHAM, AL
FL CMC39591 / AL 42653 / MS 15829-SC / GA CN210182

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider approval of Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application, Acceptance of Federal Funding, and Request to ratify the Chairperson's Signature.

MEETING DATE REQUESTED:

May 4, 2020

Statement of Issue: The approval of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program application, Acceptance of Federal Funding and request to ratify the Chairman's signature.

Recommended Action: Approve

Fiscal Impact:

Budgeted Expense:

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 106

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Edward Byrne Memorial Justice Assistance Grant (JAG) program is used to assist with the prevention and control of crime and drug eradication programs. The Sheriff's Department will split the funds (50/50) with the City of Perry Police Department. The County only administers the Sheriff's portion of the funds. The City submits their own application and is responsible for their reporting.

Options: Approve

Attachments:

Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application
Acceptance of Federal Funding.

Application for Funding Assistance

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

Section 1: Administration

Subgrant Recipient

Organization Name: Taylor County Board of Commissioners

County: Taylor

Chief Official

Name: Pam Feagle

Title: Chairperson

Address: 108 North Jefferson Street
S-102

City: Perry

State: FL **Zip:** 32347-3252

Phone: 850-838-3500 **Ext:**

Fax:

Email: pfeagle@taylorcountygov.com

Chief Financial Officer

Name: Annie Murphy

Title: Clerk of the Court

Address: Post Office Box 620

City: Perry

State: FL **Zip:** 32348-0620

Phone: 850-838-3506 **Ext:**

Fax: 850-838-3549

Email: cmock@taylorclerk.com

Application for Funding Assistance

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

Section 1: Administration

Implementing Agency

Organization Name: Taylor County Sheriff's Office

County: Taylor

Chief Official

Name: Wayne Padgett

Title: Sheriff

Address: 108 North Jefferson Street
Suite 103

City: Perry

State: FL **Zip:** 32347-3252

Phone: 850-584-4225 **Ext:**

Fax:

Email: wpadgett@tcsopl.org

Project Director

Name: James Cash

Title: Lieutenant

Address: Post Office Box 1732

City: Perry

State: FL **Zip:** 32348-7305

Phone: 850-584-4225 **Ext:**

Fax:

Email: jcash@taylorcountysheriff.org

Application for Funding Assistance

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

Section 1: Administration

Section Questions:

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

Answer: No

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

Answer: Yes

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

Answer: Refer to SB 168

Application for Funding Assistance

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

Section 2: Project Overview

General Project Information

Project Title: TAYLOR COUNTY DRUG ERADICATION TASK FORCE
Subgrant Recipient: Taylor County Board of Commissioners
Implementing Agency: Taylor County Sheriff's Office
Project Start Date: 10/1/2019 **End Date:** 9/30/2020

Problem Identification

In 1992, The Taylor County Sheriff's Office initiated the Taylor County Drug Eradication Task Force to combat the continual drug problems in Taylor County. This was made possible by federal funding. Currently the budget for the Taylor County Board of Commissioners does not have the resources to provide for the necessary expenses needed by the Taylor County Sheriff's Drug Eradication Task Force. Grant funding will provide the assistance necessary for this much needed equipment and supplies. The Drug Task Force operates within the 1,052 square mile area-encompassing Taylor County. Taylor County's large area of woodlands makes it a prime area to manufacture cannabis.

The County also has many traversable waterways including the Fenholloway River, Econfinia River, Steinhatchee River, Aucilla River and the Gulf of Mexico coastline. Additionally, it is believed that waterways are being used to transport controlled substances in Taylor County due to the fact that our coastline is mostly undeveloped. Past investigations have netted crops ranging from 100 to 2,500 marijuana plants per site. Many man-hours were spent on surveillance of organizations and eradication teams on these crops with a limited number of arrests occurring due to the lack of needed personnel. Aerial cannabis eradication operations are limited due to the unavailability of aircraft and funding.

Additional resources are being sought to assist in these areas. Taylor County continues to have problems with habitual offenders who are in the market of selling illegal drugs. Significant increases in the number of murders, burglaries, thefts, and other drug related crimes can be directly related to the drug epidemic. The drug task force has, in the past couple of years, received numerous complaints from residents in and around small churches concerning drug sales in these neighborhoods and took immediate action to correct and curtail this activity. Many man-hours or surveillance and buy operations are conducted to minimize the amount of drugs being transported in and out of the county and many mid-to-upper level dealers have been incarcerated due to these efforts. However, due to the multi-tier levels of these drug operatives, what were once low-to mid-level dealers, primarily juveniles, have stepped up operations and are now taking the place of those dealers who have been incarcerated.

This is a continuation JAGC program grant for Expenses for the TAYLOR COUNTY DRUG ERADICATION TASK FORCE, grant #2019-JAGC-TAYL-1-N2-052. This grant was awarded for the project period 10/1/2017-9/30/2019 in the amount of \$19,988.00. Cocaine, cannabis, methamphetamines, and pharmaceutical drugs are the primary drugs of choice for users in Taylor County, investigations have netted drug dealers responsible for smuggling illegal drugs to the area. Past and current investigations have been very successful in dismantling drug trafficking organizations. Investigative techniques continually change because local dealers are becoming more educated in

Application for Funding Assistance

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

Section 2: Project Overview

law enforcement investigation techniques. Through many drug investigations and arrests, a large number of street dealers have been identified as being able to monitor the movement of law enforcement units through the County, hindering the crackdown of on all levels of drug operations.

Project Summary (Scope of Work)

The Taylor County Sheriff's Office has staff and resources to form the Taylor County Drug Eradication Task Force. The County Drug Investigators are responsible for overseeing all drug related operations involving the Task Force, to include but not limited to, organizing surveillance, gathering confidential information, requesting search warrants, and compiling data to determine drug operations and techniques. Together they work directly with numerous federal, state and local agencies to accomplish their mission. The Task force organizes and maintains confidential source files which include paying for information and working with confidential informants. the Task Force concentrates on the eradication of all controlled substances covered under Florida Statue 893. The investigators conduct eradication investigations, which include under cover surveillance, aerial surveillance and coastal interdiction. These investigations target street-level, mid-level and high-level drug trafficking organizations. Information is gathered, compiled and entered into the computer allowing investigators to connect informants, dealers and other related suspects together to determine if there is any organizational structure to the operations in the area.

This grant will continue to assist in the operational costs to run the Drug Task Force, which will include utilities, Program operations, Annual Maintenance, training, Repairs, Equipment Maintenance, Office Maintenance and Repairs, Office Utilities. The Task Force will follow the Taylor County Sheriff's Office purchasing policy. Items as available will be purchased from the state contract pricing. Operational capital outlay items will be purchased utilizing a bidding process. Purchase order is filled out for items that are purchased followed by an invoice and a check is then issued. All purchases will be maintained and shown on our expenditure report which is also reconciled with our bank statements. Task Force Investigators will provide periodic drug related training to other law enforcement personnel as well as civilians. Contractual Services will be ongoing through-out the grant period. Once expenses have been selected, quotes will be obtained, a vendor identified and purchase orders submitted by the Project Director. The time line for the procurement of equipment and supplies will be determined during the course of the grant period.

This project requests federal grant funding for a law enforcement or criminal justice technology related project and may be subject to review and approval by the State Information Technology (IT) Point of Contact. By utilizing funds for this project, the subrecipient and implementing agency agree to conform to all state and national standards for technology and information sharing systems that connect to, and/or interface with state and national systems, and/or reside on the state Criminal Justice Network (CJNet). These standards include, but are not limited to, the FBI CJIS Security Policy and any rules, regulations or guidance enacted by the Criminal and Juvenile Justice Information System (CJJIS) Council under F.S. 943.06.

Documentation of deliverables must be maintained by the subrecipient and/or implementing agency and made available for monitoring. A copy of all subcontracts will be provided to the FDLE's Office of Criminal Justice within 30 days of execution and prior to reimbursement of expenditures for these items. The deliverables for this

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

grant is the quarterly performance of the tasks and activities described in the scope of work.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor/provider. Minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

All activities discussed in the scope of work or project deliverables are for Drug Task Force operations.

Application for Funding Assistance

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

Section 2: Project Overview

Section Questions:

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

Answer: 0

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

Answer: Taylor County

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

Answer: 2762 Pisgah Road Perry, FL 32347

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

Answer: Sheriff Office

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

Answer: Yes

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

Answer: 1,000.00

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

Answer: No

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

Answer: No

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

Answer: No

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

Answer: No

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

Answer: 22570

Application for Funding Assistance

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

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Monthly

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

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

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

Goal: Yes

Measure: General 02

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

Goal: No

Measure: General 03

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

Goal: No

Measure: General 04

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

Goal: No

Measure: General 05

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

Goal: No

Measure: General 06

Application for Funding Assistance

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

Section 3: Performance

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

Goal: No

Measure: General 07

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

Goal: Our agency will be using NADIS, ROCIC, and LP POLICE

Measure: General 08

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

Goal: None of the above

Measure: General 09

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

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

Measure: General 10

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

Goal: k-12 school programs, community meeting and community events

Measure: General 11

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Section 3: Performance

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

Goal: Our goal is to continue our work identifying drug manufactures, users, and dealers within our county. To develop evidence leading to the arrest and successful prosecution of all those identified.

Measure: General 12

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

Goal: yes

Measure: General 13

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

Goal: Uncooperative defendants and legal prosecution problems. If it were not for the JAGC funding we would not be able to continue this work

Measure: General 14

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

Goal: yes

Measure: General 11b

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

Goal: Purchase all equipment needed for task force activities and issue the same to officers in the field. The task force will target high crime areas and address specific crimes as they occur. Conduct operational plans with strategies to include use of surveillance cameras, controlled buy/ busts and search warrants. Working with DEA to continue identifying new targets.

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

Objectives and Measures

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

Measure: Equipment 1

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

Goal: yes

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Section 3: Performance

State Purpose Area: 4T - Training

Objectives and Measures

Objective: Attending Training - Questions for all recipients attending training.

Measure: Training A1

If your staff will attend training with JAG funds during the grant period, what type of training will they attend? If more than one training will be attended, answer for each separately. Answer from the following list: Certification Training, In-service/annual training, skill building, leadership/management, conference, other (please describe).

Goal: Training that deal with the DTF training objectives to include surveillance, "best practices", methamphetamine / lab clean up, etc. Additional DTF staff may attend leadership and or other courses that could be a benefit to the team and the agency as a whole.

Measure: Training A2

Provide a short description of the training/conference which will be attended with JAG funds. If more than one training/conference will be attended, describe each separately.

Goal: Unsure at this time.

Measure: Training A3

If your staff will attend a training/conference with JAG funds during the reporting period, how many hours will the training course last? A one day course is typically classified as an 8-hour course while a week long course is typically classified as a 40-hour course. If more than one, describe each separately.

Goal: up to 40 hours per course per DTF attendee

Measure: Training A4

If your staff will attend training/conference during the reporting period, how many individuals will attend the training/conference using JAG funds? If more than one training/conference was attended, answer for each separately.

Goal: up to 4 at one time, if approved by sheriff

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Section 4: Financial

General Financial Info:

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

Financial Reporting Frequency for this Subgrant: Monthly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000879

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$19,286.00	\$0.00	\$19,286.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$19,286.00	\$0.00	\$19,286.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? Yes

PGI Reporting Frequency : Quarterly

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Section 4: Financial (cont.)

Budget Narrative:

Expenses: \$7286.00

Taylor County will procure the following services to be provided between 10/01/2019 - 9/30/2020 for task force program operations.

Approximately 12 months of annual maintenance for alarm system at an estimated 1000.00

Approximately 12 months of building utilities at an estimated \$2000.00

Approximately 12 months of post office box rental at an estimated \$70.00

Travel and training for professional development of task force members, including registration fees, per diem, hotel, airfare, ground transportation or other expense related to narcotics investigations training. Also included are fees related to task force member participation and access to drug enforcement courses and information. Training will be provided to officers involved in task force operations as deemed necessary once training types, locations and training calendars obtained.

Training equipment - including video screens, projector and AV training aids.

Operational expenses and investigative supplies - including Task Force and all-terrain vehicle maintenance and repair (such as tires, batteries, oil changes, mechanical or body repair), vehicle equipment (such as tool or lock boxes, lights, sirens, tinting), vehicle rental for undercover operations, drug kits/supplies, undercover disguise or tactical items for person or vehicle (such as snake boots, web gear, camouflage pants, jackets hats in the federally approved camouflage pattern, BDU clothing, holsters/belts, rifle slings, Taser cartridges, digital equipment chargers), ultra low light camera, dual lenses camera, DVR kits, infrared illuminators, tactical vest carriers, tools and tool kits, cell phone data retrievers and safety equipment/ supplies to dismantling methamphetamine laboratories, hand sanitizers, evidence containers, tarps, film, cables, small surveillance and video cameras, vehicle trackers, batteries, binoculars, flashlights, gloves, digital recorders and hotel lodging expenses for undercover operations.

Program Operations: including costs for maintaining the task forces offsite location (such as maintenance and equipment for a/c repair, security system, surveillance cameras, furniture repair or replacement). Communications: including phones, cell phones, phone cards & computer and peripheral equipment (such as laptops, desktops, monitors, printers, mouse, hard drives, tablets, air cards or computer connectivity items). Office equipment and supplies: including copier, fax, printers and general office supplies (such as paper, postage, computer programs, ink cartridges, toner, pens, pencils, memo pads, highlighters, paper clips, envelopes, dry erase boards, file folders, binders, CD/DVD's, tape, notepads, book cases).

Confidential Funds: Approx. \$12,000.00 including the purchase of services (P/S) (such as travel transportation of an informant: the lease of an apartment, business front, aircraft or boat, or similar effects to create or establish the appearance of affluence to include meals, beverages, entertainment, and similar expenses (including buy money, flash rolls,

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Budget Narrative (Continued):

etc.) for undercover purposes, within reasonable limits); the purchase of evidence (P/E) such as purchase evidence and/or contraband, such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, and so forth, required to determine the existence of a crime or to establish the identity of a participant in a crime); and the purchase of specific information (P/I) (such as the payment of monies to an informant for specific information). All use of confidential funds will be in accordance with the stat of federal requirements and documented accordingly.

Total Costs: \$19,286.00

The items in this budget narrative will be purchased according to the Taylor County Sheriffs office purchasing policy. Items purchased that are currently on state contract will be bought at State contract pricing. Items that are purchased out of operating capital outlay, unless sole source, will be purchased by obtaining bids.

JAG funds will be used to pay for any applicable shipping or freight costs.

Warranties on all equipment will be factory warranties and will be included in the purchase price. If they are not they will be listed as a separate line item.

Any expenditures over the cost of the allocated JAG funding will be paid by the Taylor County Sheriffs Office.

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Section 4: Financial

Section Questions:

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

Answer: No

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

Answer: Competitive bid, State term contract

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

Answer: N/A

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

Answer: N/A

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SUBAWARD STANDARD CONDITIONS

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

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

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

GENERAL REQUIREMENTS

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

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

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

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

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

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

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

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

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

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

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

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

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

State of Florida Statutes

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION I: TERMS AND CONDITIONS

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

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

the expected start date.

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

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

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

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

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

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

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

- 7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.
- 8.0 Additional Restrictions on Lobbying** - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.
- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this

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

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

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

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

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

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

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

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

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

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

SECTION II: CIVIL RIGHTS REQUIREMENTS

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

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

Equal Employment Opportunity Certification (EEOC) - A subrecipient or implementing agency

must submit an EEO Certification annually within 120 days of award.

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

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

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

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

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

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

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

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national

origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

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

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

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

- 11.0 Retaliation** - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.
- 13.0 Pass-through Requirements** - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

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

Subrecipients are required to establish and maintain adequate accounting systems and

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

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

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Subrecipient Funds** - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.
- 2.0 Use of Funds** - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).
- 3.0 Advance Funding** - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

- 4.0 Performance and Reporting**

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

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

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

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

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

Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

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

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

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

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

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

6.0 Financial Expenditures and Reporting

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

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

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

All reports must relate financial data to performance accomplishments.

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

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

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

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

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

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

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

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

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

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

The subrecipient must comply with any and all applicable requirements regarding reporting of

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

SECTION V: MONITORING AND AUDITS

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

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

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

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on

the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

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

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

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

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

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

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

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

- 7.0 Retention of Records** - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://dos.myflorida.com/media/693576/g1-sl-2017-final.pdf>.

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

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

- 10.0 Single Annual Audit** - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number,

CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

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

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

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

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

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

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

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

Additional information on Federal purchasing guidelines can be found in the Guide to

Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also Chief Financial Officer Memorandum No. 02 (2012-2013).
- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. § 200.405(e), "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$150,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Subrecipients may use

grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

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

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

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

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

Approval of Consultant Contracts
Compensation for individual consultant services

must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

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

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

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

- 11.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at

www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

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

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

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

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

"This project was supported by Award No. 2018-MU-BX-0292 awarded by the Bureau of Justice Assistance, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

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

Patents - Subrecipients are subject to applicable regulations governing patents and inventions,

including government wide regulations issued by the Department of Commerce (27 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

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

13.0 Information Technology Projects

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

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

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

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

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

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

14.0 Interoperable Communications Guidance -

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

<https://www.dhs.gov/publication/funding-documents>.

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

documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

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

SECTION VII: COMPLIANCE WITH 8 U.S.C. §§ 1373 and 1644

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

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

2.0 A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of compliance with 8 U.S.C. 1373 and 1644, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 and 1644 signed by the chief legal officer of the third tier subrecipient.

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

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

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

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

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

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

i. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the

purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

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

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

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

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

SECTION VIII: ADDITIONAL REQUIREMENTS

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

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

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

agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

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

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

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

- 3.0 National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

- 4.0 Human Research Subjects** - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

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

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

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

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

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

- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle

during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at

<https://ojp.qgov/funding/Explore/ProhibitedConduct-Trafficking.htm>

- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If PREA program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf>.

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

- 11.0 Environmental Requirements and Energy** - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 12.0 Other Federal Funds** - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
- 13.0 Trafficking in Persons** - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: Taylor County Board of Commissioners

Subgrant Number: 2020-JAGC-TAYL-1-Y5-102

Project Title: TAYLOR COUNTY DRUG ERADICATION TASK FORCE

Pass-through Entity: Florida Department of Law Enforcement

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

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

Taylor County Board of Commissioners
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Pam Feagle 04/06/2020
Signature Date

Pam Feagle, Chairperson
Printed Name and Title

Taylor County Sheriff's Office
Authorizing Official (Official, Administrator, or Designated Representative)

Signature Date

Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature Date

Printed Name and Title

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to consider bid committee recommendation to award Doctor's Memorial Hospital Chiller Replacement bid to Engineered Cooling Services.

MEETING DATE REQUESTED:

May 4, 2020

Statement of Issue: Consider award of bid

Fiscal Impact: \$418,694

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Hospital Staff

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Doctor's Memorial Hospital staff determined that a chiller that serves that facility is in need of replacement. Based on this finding, a bid specification was prepared. The bid notice was mailed to six contractors and advertised in the local newspaper and the bids were received by the Board on April 6th. The bid committee met on April 27th and reviewed the bids, deciding to recommend the bid be awarded to Engineering Cooling Services as the lowest bid that met the specifications in the bid packet.

- Options:**
1. Accept bid committee recommendation
 2. Choose not at accept committee recommendation

- Attachments:**
1. Bid committee notes



TAYLOR COUNTY BUILDING & PLANNING DEPARTMENT

MEMORANDUM

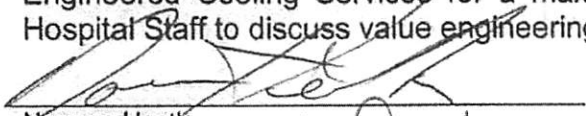
TO: Board of County Commissioners
FROM: Bid Committee
RE: Doctor's Memorial Hospital Chiller Replacement
DATE: April 28, 2020

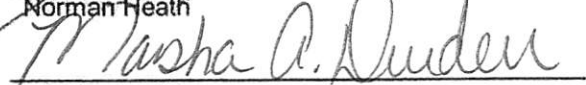
The bid committee for the Doctor's Memorial Hospital Chiller Replacement, consisting of Norman Heath, Marsha Durden and Danny Griner met on April 27, 2020 to discuss the bid result for the Doctor's Memorial Hospital Chiller Replacement bids that were received by the Board on April 6, 2020. The bids received were as follows:

COMPANY	BASE BID	10 YR. WARRANTY
Capital City Mechanical Services, Inc.	\$518,000.00	Included
Johnson Controls, Inc.	\$314,179.20	Included
Air Mechanical & Service Corp.	\$543,144.00	Included
Trane US, Inc.	\$404,163.00	Included
Engineered Cooling Services	\$418,694.00	Included

The Bid Committee found that the bid packages were complete and included all of the required liability insurance, worker's compensation and public entity crimes forms, noting that Johnson Controls neglected to mark any of the options on the Public Entity Crimes form and Trane US, Inc. did not have Taylor County listed at additionally insured. The committee found that the bid from Johnson Controls did not include the automatic transfer switch (ATS), or, wiring to the generator for emergency operations. The committee also found that the bid from Trane US, Inc. did not include wiring from the ATS to the generator. The committee agreed that neither of those bids were in accordance with the bid specifications. It was determined that the lowest bid that conformed to the bid specifications was submitted by Engineered Cooling Services and discussed the possibility of value engineering the installation to reduce the overall cost of the project.

The Bid Committee respectfully recommends that the Board award the project to Engineered Cooling Services for a maximum bid amount of \$418,694.00 and allow Hospital Staff to discuss value engineering alternatives with contractor.


Norman Heath


Marsha Durden


Danny Griner

TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item*****SUBJECT/TITLE:**

Board to approve awarding Guardian Community Resource Management, Inc. the bid and move forward with the execution of a contract for the Request For Proposal (RFP) for Program Administrative Services for the FFY 2018-2019 Community Development Block Grants(s) and Related Programs received April 6, 2020.

MEETING DATE REQUESTED:

May 4, 2020

Statement of Issue:

The RFP Review Committee is recommending awarding Guardian Community Resource Services Management, Inc. the bid and move forward with an execution of a contract for Program Administrative Services for the upcoming 2018-2019 Florida Small Cities Community Development Block Grant (CDBG) housing rehabilitation program. The grant cycle is anticipated to be open June or July, 2020.

Recommended Action:

The RFP Review Committee recommends awarding the bid and moving forward with execution of a contract with Guardian Community Resource Management, Inc.

Fiscal Impact:

All CDBG Program Administrative Services will be 100% grant funded. No cash match is required by the Board. No fees will be incurred if the County is not awarded a CDBG housing rehabilitation grant.

Budgeted Expense:

Y/N Not Applicable. Funds will not need to be budgeted until FY 2020-2021.

Submitted By:

Melody Cox

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**History, Facts & Issues:**

The Board received RFP's at the April 6, 2020 meeting. Three proposals were received from: Institute of Building Technology and Safety; Government Services Group; and Guardian Community Resource Management, Inc. All three firms' documents were found to be in order and in compliance with the advertised RFP. The RFP Review Committee was LaWanda Pemberton, Jami Boothby and

Melody Cox. The Committee scored the proposals as follows:

- 1. Guardian Community Resource Management, Inc.
Average Score: 92.33**
- 2. Government Services Group
Average Score: 89.0**
- 3. Institute of Building Technology and Safety
Average Score: 54.67**

The RFP had been approved at the March 2, 2020 Board meeting. The County recently closed out a CDBG housing rehabilitation grant which was awarded to the County in 2017. Government Services Group (GSG) was the previous Program Administrator. The CDBG program requires a new RFP is advertised and awarded for each individual grant funding cycle. If the Board approves awarding the bid to Guardian Community Resource Management, Inc., a contract will be prepared for approval and execution at the upcoming Board meeting.

Attachments: RFP Review Committee Tabulation Sheets

Taylor County
FFY 2018 CDBG Housing Rehabilitation – Consulting Service Ranking
Program Administration/Management Service Proposals

Proposer A: Institute of Building Technology and Safety

Proposer B: Government Services Group

Proposer C: Guardian Community Resource Management Inc.

Proposer D: _____

Proposer E: _____

Proposer F: _____

Proposer G: _____

Proposer H: _____

<u>Criteria</u>	<u>Proposer A</u>	<u>Proposer B</u>	<u>Proposer C</u>	<u>Proposer D</u>	<u>Proposer E</u>	<u>Proposer F</u>	<u>Proposer G</u>	<u>Proposer H</u>
Profile (15 Points)	7	15	15					
Staff Experience (10 Points)	8	9	10					
Program Experience (30 Points)	15	30	30					
Regulatory Compliance Experience (15 Points)	7	15	7					
Approach/ Strategy (10 Points)	6	10	10					
References (10 Points)	5	8	10					
Fees (5 Points)	5	3	5					
Minority Certification (5 Points)	0	0	5					
Total Score (100 Possible)	53	90	92					

Ranking: #1 Guardian Community Resource Management, Inc.

 #2 Government Services Group

 #3 Institute of Building Technology and Safety

Reviewer: LaWanda Pemberton

Signature LaWanda Pemberton **Date** 4/27/2020

Taylor County
FFY 2018 CDBG Housing Rehabilitation – Consulting Service Ranking
Program Administration/Management Service Proposals

Proposer A: **Institute of Building Technology and Safety**

Proposer B: **Government Services Group**

Proposer C: **Guardian Community Resource Management Inc.**

Proposer D:

Proposer E:

Proposer F:

Proposer G:

Proposer H:

<u>Criteria</u>	<u>Proposer A</u>	<u>Proposer B</u>	<u>Proposer C</u>	<u>Proposer D</u>	<u>Proposer E</u>	<u>Proposer F</u>	<u>Proposer G</u>	<u>Proposer H</u>
Profile (15 Points)	7	15	15					
Staff Experience (10 Points)	7	8	10					
Program Experience (30 Points)	15	30	30					
Regulatory Compliance Experience (15 Points)	12	15	7					
Approach/ Strategy (10 Points)	6	10	10					
References (10 Points)	5	7	10					
Fees (5 Points)	5	2	5					
Minority Certification (5 Points)	0	0	5					
Total Score (100 Possible)	57	87	92					

Ranking: #1 **Guardian Community Resource Management**

 #2 **Government Services Group**

 #3 **Institute of Building Technology and Safety**

 #4 _____

Reviewer:

Signature **Melody Cox** _____ **Date** **April 14, 2020** _____

Taylor County
FFY 2018 CDBG Housing Rehabilitation – Consulting Service Ranking
Program Administration/Management Service Proposals

Proposer A: **Institute of Building Technology and Safety**

Proposer B: **Government Services Group**

Proposer C: **Guardian Community Resource Management Inc.**

Proposer D:

Proposer E:

Proposer F:

Proposer G:

Proposer H:

<u>Criteria</u>	<u>Proposer A</u>	<u>Proposer B</u>	<u>Proposer C</u>	<u>Proposer D</u>	<u>Proposer E</u>	<u>Proposer F</u>	<u>Proposer G</u>	<u>Proposer H</u>
Profile (15 Points)	6	15	15					
Staff Experience (10 Points)	8	9	10					
Program Experience (30 Points)	15	30	30					
Regulatory Compliance Experience (15 Points)	10	15	8					
Approach/ Strategy (10 Points)	5	10	10					
References (10 Points)	5	8	10					
Fees (5 Points)	5	3	5					
Minority Certification (5 Points)	0	0	5					
Total Score (100 Possible)	54	90	93					

Ranking: **#1 Guardian Community Resource Management Inc.**

#2 Government Services Group

#3 Institute of Building Technology and Safety

#4 _____

Reviewer: Jami Boothby

Signature

Jami Boothby

Date

4/15/20

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to ratify County Administrator's signature on the Application For Federal Assistance SF424 to the Federal Aviation Administration (FAA) requesting funding in the amount of \$20,000 the County is eligible to receive to cover expenditures and/or losses in revenue related to the Covid19 Virus through the CARES Act related to economic recovery.

MEETING DATE REQUESTED:

May 4, 2020

Statement of Issue: Board to ratify County Administrator's signature on the Application for Federal Assistance to FAA.

Recommended Action: Ratify County Administrator's signature.

Fiscal Impact: The County is eligible to be awarded \$20,000 to be expended by September 30, 2020 on airport related operational expenditures. There is no match required from the County.

Budgeted Expense: Y/N This is a new grant with no match required from the County. A new budget will be prepared for the Finance Department to amend the budget upon execution of the grant agreement.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Airport is eligible to receive \$20,000 through the Covid19 Virus CARES Act. The grant application had a very tight turn around time and was received April 21, 2020 with a due date of April 30, 2020.

Attachments: Application For Federal Assistance SF424

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation *Other (Specify) _____ <input type="checkbox"/> Revision	
*3. Date Received: NA 4. Applicant Identifier: FPY (Perry-Foley) Perry, FL	
*5b. Federal Entity Identifier: 120064 *5b. Federal Award Identifier:	
State Use Only:	
6. Date Received by State: 7. State Application Identifier:	
8. APPLICANT INFORMATION:	
*a. Legal Name: Taylor County Board of County Commissioners	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000879 *c. Organizational DUNS: 06-588-7796	
d. Address:	
*Street 1: <u>201 East Green St</u> Street 2: _____ *City: <u>Perry</u> County: _____ *State: <u>FL</u> Province: _____ *Country: <u>USA: United States</u> *Zip / Postal Code _____	
e. Organizational Unit:	
Department Name: Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: <u>Ms.</u> *First Name: <u>Melody</u> Middle Name: _____ *Last Name: <u>Cox</u> Suffix: _____	
Title: <u>Director</u> <u>Grants Writer</u>	
Organizational Affiliation:	
*Telephone Number: (850) 838-3553 Fax Number:	
*Email: melody.cox@taylorcountygov.com	

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

Any purpose for which airport funds may be lawfully used, as found in the Office of Airports Revenue Use Policy, except airport development or land acquisition.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: 2	*b. Program/Project:
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: NA	*b. End Date: NA
18. Estimated Funding (\$):	
*a. Federal	\$20,000.
*b. Applicant	\$0
*c. State	\$0
*d. Local	\$0
*e. Other	\$0
*f. Program Income	\$0
*g. TOTAL	\$20,000.
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on ____.	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E. O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach _____	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <u>Ms.</u>	*First Name: <u>Melody LaWanda</u>
Middle Name: _____	
*Last Name: <u>Cox Pemberton</u>	
Suffix: _____	
*Title: <u>Director</u> County Administrator	
*Telephone Number: (850) 838-3553 838-3500 Ext. 6	Fax Number: 850-838-3501
* Email: <u>melody.cox@taylorcountygov.com</u> <u>Lpemberton@taylorcountygov.com</u>	
*Signature of Authorized Representative: <u>Melody LaWanda Pemberton</u>	*Date Signed: <u>4/28/2020</u>

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:


Board to discuss and approve moving forward with submitting grant application to the Florida Department of Economic Opportunity (FDEO) Rebuild Florida CDBG Mitigation (CDBG-MIT) program requesting funding assistance for the purchase of an affixed generator for the jail.

MEETING DATE REQUESTED:

May 4, 2020

Statement of Issue: Board to discuss and approve moving forward with submitting application to the FDEO Rebuild Florida CDBG-MIT grant program requesting funding assistance for the purchase of a generator system for the jail.

Recommended Action: Moving forward with the submission of a grant requesting funding assistance for the purchase of a generator system for the jail.

Fiscal Impact: The County is eligible to submit application to the CDBG-MIT grant program with no match required.

Budgeted Expense: Y/N This project is not budgeted at this time and a grant would not be awarded prior to FY 2020-2021 budgeting.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FDEO Rebuild Florida CDBG-MIT grant program is for designated counties impacted by Hurricanes Irma and Hermine. There are three phases in the program and the funding cycle currently open until June 15, 2020 is for funding to "harden" and protect critical facilities to remain operational in a future weather or disaster related event. The generator is included in the Local Mitigation Strategy (LMS) prepared by Taylor County Emergency Management. The County had intended on submitting a grant application for the generator through the FEMA Hazardous Mitigation Program but due to the match required in that particular program the County did not move forward with an application. A 14 day public notice is required of the County's intention to submit grant application if it is

approved to move forward with the CDBGF-MIT grant application.

Attachments:

CDBG-MIT Frequently Asked Questions Information

CDBG-Mitigation Frequently Asked Questions

Updated: March 2020



Q. How can I join the Mitigation distribution list?

A. To remain up to date with CDBG-Mitigation activities, please sign up [here](#).

Q. Will infrastructure projects have requirements for being fully prepared to break ground, receive permitting or have premade engineering designs?

A. No, infrastructure projects are not required to be shovel ready.

Q. Who is eligible to apply?

A. Units of general local governments (UGLG), state agencies and other applicants including, but not limited to, non-profits and non-governmental agencies, are eligible to apply for the General Infrastructure Program and Critical Facility Hardening Program. UGLG, state agencies, non-profits and educational institutions are eligible to apply for the General Planning Program. If an entity is not a UGLG, they must apply in partnership with their UGLG.

Q. Do you anticipate any funding available for Hurricane Michael impacted communities?

A. DEO submitted a waiver to the U.S. Department of Housing and Urban Development (HUD) to determine if areas impacted by Hurricane Michael could qualify for CDBG-MIT funding. On February 20, 2020, HUD informed DEO that request to include all 67 Florida counties were denied. HUD has however, recently allocated more than \$735 million in Community Development Block Grant-Disaster Recovery (CDBG-DR) funds to address unmet recovery needs from Hurricane Michael.

Q. Where and when can I apply for a project or program?

A. The State Action Plan must be approved by HUD before program details can be finalized. At this time, the CDBG-MIT program is not accepting any applications. When the application window opens, DEO will send out an email and update its webpage with all pertinent application information.

Q. Will you be providing support on application submissions and grant maintenance?

A. Yes, DEO will provide technical assistance during the application submission period and grant monitoring stages.

Q. When would we realistically have access to grant funds?

A. DEO anticipates awarding grant funds in late 2020.

Q. What is the maximum allocation an agency can request for a single project?

A. Maximum and minimum project allocations will be included in our Program Guidelines, which will be published after HUD's approval of the State Action Plan.

CDBG-Mitigation Frequently Asked Questions

Updated: March 2020



Q. Can DEO clarify the definition of planning?

A. There are two separate planning categories: one for General Program Planning and one is for DEO Planning and Administration. The General Planning Program funds will be available to applicants seeking to update mitigation plans, integrate mitigation plans with other planning initiatives, modernize building codes and regional land-use plans, and/or upgrade mapping, data and other capabilities. Further details for the General Planning program will be made available through forthcoming Program Guidelines.

Q. Can you explain the 50% LMI requirement?

A. HUD requires that CDBG-MIT grantees (in this case, DEO) expend at least 50% of funds in the aggregate for activities that benefit low-to-moderate income (LMI) persons. Subgrantees (applicants) will be eligible for additional points in the scoring process based on the percentages of LMI persons that are served by their project.

Q. How is the Risk Assessment being developed?

A. As directed by HUD, the Risk-Based Mitigation Needs Assessment used the State Hazard Mitigation Plan (gathered from Local Mitigation Strategy groups) as the basis for quantitatively and qualitatively-supported data. Federal data sources from the Federal Emergency Management Agency (FEMA), HUD, and the National Oceanic and Atmospheric Administration (NOAA) informed historic damage patterns, demographic information and statistical information. State agency reports and plans were reviewed for relevant information. Additionally, research articles and survey data were used to support hazard descriptions and were considered for information regarding past hazard events.

Q. How are HUD MID areas determined?

A. HUD Most Impacted and Distressed (MID) areas are determined through federal designation. DEO does not have input on the designation of HUD MID areas. State-identified MID areas were identified by the state of Florida as areas of need that were not specified by HUD. State MID areas include counties that were eligible for FEMA Individual and Public Assistance Categories A-G in presidentially-declared counties for each of the included storms.

Q. Is there a match requirement?

A. At this time, DEO does not anticipate requiring a local match in order to receive funds. CDBG-MIT funding can be used as local/state share of federal funding if projects meet mitigation criteria.

CDBG-Mitigation Frequently Asked Questions

Updated: March 2020



Q. Why isn't there a housing program?

A. While DEO recognizes the importance of housing initiatives in Florida's communities, this need is already being addressed through Community Development Block Grant – Disaster Recovery (CDBG-DR) funds for Hurricane Irma.

Q. Where were the Regional Workshops held?

A. All scheduled Regional Workshops regarding the State Action Plan development have been held. DEO will announce additional regional workshops and webinars for each program being funded after the Mitigation Program Guidelines are published. DEO will notify its partners when these public workshops are scheduled.

Q. Where can I find the webinar slides and transcripts?

A. The webinar slides and transcripts can be found on the program website:
<http://floridajobs.org/rebuildflorida/mitigation>

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve awarding Collins Land Services, Inc. the bid and execute contract for the Perry Foley Airport "Removal of Obstacles in Perry Foley Airport Airspace" project in the amount of \$77,568.50

MEETING DATE REQUESTED:

May 4, 2020

Statement of Issue: Board to award bid and execute contract with Collins Land Services, Inc. for the removal of trees penetrating the runway glide slopes at Perry Foley Airport.

Recommended Action: Board to award bid and execute contract with Collins Land Services, Inc. for the "Removal of Obstacles in Perry Foley Airport Airspace".

Budgeted Expense: The project is 100% FDOT grant funded and is included in the FY 2019-2020 budget.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Bids were received at the April 6, 2020 Board meeting for the removal of trees penetrating runway glide slopes at Perry Foley Airport. The only bid received was from Collins Land Services, Inc. All bid documents were found to be in order and within the budget. The Bid Committee is recommending awarding the contract to Collins Land Services and FDOT has also approved awarding the bid to Collins Land Services.

Per FAA and FDOT inspections there are numerous trees which will need to be removed which are penetrating runway glide slopes at Perry Foley Airport. Removal of the trees is a requirement for the County to maintain it's license to operate the Airport. The County's Aviation Consultant, AVCON, Inc. prepared the bid documents to ensure complete compliance with FDOT and FAA regulations and standards. The Board had approved the Bid Documents at the March 2, 2020 meeting.

Attachments:

**Recommendation of Bid Award from AVCON, Inc. and
contract to be executed between the Board and Collins
Land Services, Inc.**



AVCON, INC.
Engineers & Planners

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

April 10, 2020

Ms. Melody Cox
Grants Writer
Taylor County
201 East Green Street
Perry, Florida 32347

**Reference: Recommendation of Award
Obstruction Tree Removal
Perry Foley Airport, Taylor County, Florida**

Dear Ms. Cox:

On Monday, April 6, 2020 at 6:10 p.m. local time, bids were opened at the regularly scheduled Taylor County Board of County Commissioners meeting for the Obstruction Tree Removal project at Perry Foley Airport. A total of one (1) bid was received and a tabulation of the bid is provided below. The total bid amounts received are summarized as follows:

	Total Bid Amount	Base Bid	Additive Alternate No. 1	Additive Alternate No. 2
Engineer's Opinion of Probable Cost	\$110,000.00	\$20,000.00	\$65,000.00	\$25,000.00
Collins Land Services, Inc.	\$107,648.50	\$14,068.50	\$63,500.00	\$30,080.00

Based on our review of the submittal by Collins Land Clearing, Inc., they appear to be a responsive and responsible contractor. Although only one bid was received, a total of three qualified bidders requested copies of the bid documents and discussed the project with AVCON. Ultimately, these two bidders elected not to submit a bid.

The total bid amount by Collins Land Services is approximately 2.1% less than the Engineer's Opinion of Probable Cost and we believe that the bid amount is competitive and reasonable.

The Disadvantaged Business Enterprise Program form submitted by Collins Land Services identified zero percent DBE subcontractor participation; however, Collins Land Services is a Florida State Certified Woman Owned Business in accordance with Florida Statutes 287 and 295.187 from August 5, 2019 to August 5, 2021.

The total FDOT funding (Grant GOW84) available for construction is \$96,434. The Bid Schedule was organized with additive alternates to provide the County flexibility is awarding the project within grant limits. The Base Bid and Additive Alternate No. 1 includes clearing for areas under the approach surfaces for Runway 18-36 which is the primary runway for the airport and is equipped with a non-precision approach. Additive Alternate No. 2 includes the area under the approach to Runway 12 which is the crosswind runway which is equipped with a visual approach. The County has prepared design drawings for a taxiway realignment project which will de-couple Runways 18-36 and 12-30 in accordance with FAA criteria. This work will result is relocating the Runway 12 threshold by approximately 650 ft which would shift the

Recommendation of Award
Obstruction Tree Removal
April 10, 2020
Page 2 of 2

approach surface 650 ft to the southeast. Once this threshold relocation is complete, the trees in the Runway 12 approach will no longer be obstructions and will not require removal. Funding for this taxiway realignment project is programmed to be available in July 2021. In consideration of this, we recommend awarding the Base Bid and Additive Alternate No. 1 to maintain the approaches for Runway 18-36 and remain under the FDOT grant limit.

Notwithstanding the County's final review of the complete bid documents, legal review of bid forms, FDOT concurrence of the award of this project, and based on our assessment of the above, we recommend award of the Base Bid and Additive Alternate No. 1 to Collins Land Services, Inc. at the bid amount of \$77,568.50. The County has already procured the FDOT grant so the contract can be executed immediately.

We stand ready to assist the County in the implementation of this important project based on your determination of the desirability of the award at this time. Should you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Sincerely,

AVCON, INC.

A handwritten signature in black ink, appearing to read "John Collins", is written over a horizontal line.

John Collins, P.E.
Project Manager

Enclosures as noted

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20_____
by and between the Taylor County Board of County Commissioners (hereinafter called Owner) and _____
_____Collins Land Services, Inc._____ (hereinafter called Contractor). Owner and Contractor, in
consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

Contractor shall complete the following work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**OBSTRUCTION TREE REMOVAL
PERRY-FOLEY AIRPORT**

**BASE BID: AREA 1 (\$14,068.50)
ADDITIVE ALTERNATE NO. 1: AREA 2 (\$63,500.00)
~~ADDITIVE ALTERNATE NO. 2: AREA 3~~**

Article 2. ENGINEER.

The Project has been designed by:

AVCON, INC.
320 Bayshore Drive, Suite A
Niceville, Florida 32578
850-678-0050 office

who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1 The work shall be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 70 calendar days after the date when the Contract Times commence to run.

3.2 *Liquidated Damages.* Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or

any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 Liquidated damages, based upon the original contract amount of \$ 77,568.50, will be Five-Hundred dollars (\$500.00) per calendar day.

Article 4. CONTRACT PRICE.

This is a unit price contract. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is \$ 77,568.50 as per the attached Contractor bid.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured based on the number of units completed.

5.1.1. Prior to Substantial completion, payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

90 % of Work completed (with the balance being retainage).

90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 90 % of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.1.3. Retainage requirements may be changed to reflect a proposed change to state regulatory statutes.

- 5.2 Final Payment.** Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- 6.1** Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."
- 6.2** Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.3** Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 6.4** Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Contractor accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 6.5** Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6** Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 6.7** Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer

is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents that comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- 7.1 This Agreement (pages A-1 to A-6, inclusive)
- 7.2 Performance, Payment, and other Bonds
- 7.3 Notice to Proceed
- 7.4 General Conditions (pages GC-1 to GC-56, inclusive)
- 7.5 Specifications package as listed in the table of contents thereof
- 7.6 Drawings consisting of a cover sheet and sheets numbered C1 through C4 , inclusive, with each sheet bearing the following general title:

OBSTRUCTION TREE REMOVAL
PERRY FOLEY AIRPORT

- 7.7 Addenda numbers 1 to 1 , inclusive
- 7.8 Contractor's Bid Proposal, including submitted Bid Form and Bid Schedule
- 7.9 Documentation submitted by Contractor prior to Notice of Award
- 7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions

The documents listed in paragraph 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 8. MISCELLANEOUS.

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not

be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 8.3** Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.4** Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner, and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner, and Contractor, or identified by Engineer on their behalf.

This Agreement will be effective on _____, 20____(which is the Effective Date of the Agreement).

OWNER:

TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS

CONTRACTOR:

Collins Land Services, Inc.
If Contractor is a corporation, attach evidence of authority to sign

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST

ATTEST

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Address for giving notices:

Address for giving notices:

Melody Cox, Grants Administrator

Taylor County

201 East Green Street

Perry, Foley 32347

BID DOCUMENTS



BID DOCUMENTS & SPECIFICATIONS OBSTRUCTION TREE REMOVAL

BID FORM

PROJECT IDENTIFICATION:

OBSTRUCTION TREE REMOVAL
PERRY-FOLEY AIRPORT

THIS BID IS SUBMITTED TO:

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in these documents to perform and furnish all Work as specified or indicated in these documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of these documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one-hundred twenty (120) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder represents as more fully set forth in the Agreement, that:

- (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Addendum No.: 1 Date: 3/27/2020

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

- (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - (c) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Bidder accepts the determination set forth in Article 4 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be

complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of these Documents.

- (e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in these documents.
 - (f) Bidder has correlated the information known to Bidder, information and observation obtained from visits to the site, reports and drawings identified in these documents and all additional examinations, investigations, explorations, tests, studies, and data with these documents.
 - (g) Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in these documents and the written resolution thereof by Engineer is acceptable to Bidder, and these documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
4. Bidder will complete the Work in accordance with these documents for the price found in the Bid Schedule:

Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.

Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in these documents.

5. Bidder agrees that Work associated with the **OBSTRUCTION TREE REMOVAL** project will be substantially complete 60 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions. Bidder also agrees that Work associated with the **OBSTRUCTION TREE REMOVAL** project will be completed and ready for final payment in accordance with paragraph 14.13 of the general conditions within 70 calendar days after the date when the Contract Time commences to run.

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

7. The following documents are attached to and made a condition of this Bid and shall be completed and submitted as part of a responsive bid proposal. Bid proposals that do not include the following documents may be considered unresponsive:

(a) This bid form (BF-1 to BF-5) fully completed.

(b) Bid schedule completed, with bid unit prices indicated numerically and in words (BS-1 to BS-14).

(c) Bid Security as required by the Instructions to Bidders in the form of a certified or bank check made payable to Taylor County or a Bid Bond on form attached (BB-1 to BB-2), issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

(d) Worker's Compensation Affidavit (WCA-1) *was not included in Bid Documents!*

(e) Disadvantaged Business Enterprise Program (DBEP-1 to DBEP-4)

(f) DBE Certificate of Compliance Form (DBECF-1)

(g) Insurance Compliance (IC-1)

8. Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

Collins Land Services, Inc.

136 China Doll Drive

Tallahassee, Florida 32312

9. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on April 3, 2020

State Contractor License No. _____

If Bidder is:

An Individual

By _____ (SEAL)

(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)

(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By Collins Land Services, Inc. _____ (SEAL)

(Corporation Name)

Florida

(State of Incorporation)

By Edwin R. Collins _____ (SEAL)

(Name of person authorized to sign)

Vice President

(Title)

(Corporate Seal)

Attest _____

(Secretary)

Business address: 136 China Doll Drive, Tallahassee, Florida 32312

Phone No.: 850-739-8733

Date of Incorporation 3/6/2018

A Joint Venture

By _____ (SEAL)

(Name)

(Address)

By _____ (SEAL)

(Name)

(Address)

Phone Number and Address for receipt of official communications

850 739 8733

136 China doll dr

TAVI HIASSEE Florida 32312

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

BID SCHEDULE

CONTRACTOR: Collins Land Services, Inc. DATE: 4/1/2020

AIRPORT NAME: Perry-Foley Airport
PROJECT DESCRIPTION: OBSTRUCTION TREE REMOVAL

BID SCHEDULE

Base Bid: Area 1

Bid Item No.	Pay Item No.	Item Description & Unit Price In Words	Unit	Estimated Quantity	Unit Price	Total Amt./ Item
1	P-151-1	Tree Removal Area 1 (Runway 18) Twelve Thousand Four Hundred Eight _____dollars and _____fifty_____cents	LS	1	12,408.50	12,408.50
2	T-901-1	Seed Area 1 (Runway 18) Sixteen Hundred sixty _____dollars and _____zero_____cents	LS	1	1660.00	1660.00

FOR ALL WORK REQUIRED TO PERFORM THE TREE REMOVAL AND SODDING IN AREA 1 IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS, SPECIFICATIONS, AND OTHER CONTRACT DOCUMENTS, INCLUDING ALL COSTS RELATED TO THE WORK, AND ANY REQUIRED PERMITS, TAXES, BONDS AND INSURANCE, THE UNDERSIGNED SUBMITS A TOTAL BID AMOUNT OF:

TOTAL BASE BID (amount in words):

Fourteen Thousand Sixty Eight _____dollars and
_____fifty_____cents

(\$ 14,068.50)

amount in numbers

Note: Total Base Bid amount shall equal the sum of the totals for Bid Items No. 1 through 2.

Additive Alternate #1 Bid: Area 2

Bid Item No.	Pay Item No.	Item Description & Unit Price In Words	Unit	Estimated Quantity	Unit Price	Total Amt./ Item
3	P-151-2	Tree Removal Area 2 (Runway 36) Fifty Eight Thousand Four Hundred Twenty dollars and zero cents	LS	1	58,420.00	58,420.00
4	T-901-2	Seed Area 2 (Runway 36) Five Thousand Eighty dollars and zero cents	LS	1	5080.00	5080.00

FOR ALL WORK REQUIRED TO PERFORM THE TREE REMOVAL AND SODDING IN AREA 2 IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS, SPECIFICATIONS, AND OTHER CONTRACT DOCUMENTS, INCLUDING ALL COSTS RELATED TO THE WORK, AND ANY REQUIRED PERMITS, TAXES, BONDS AND INSURANCE, THE UNDERSIGNED SUBMITS A TOTAL BID AMOUNT OF:

TOTAL ADDITIVE ALTERNATE #1 BID (amount in words):

Sixty Three Thousand Five Hundred dollars and
Zero cents

(\$ 63,500.00)

amount in numbers

Note: Total Additive Alternate #1 Bid amount shall equal the sum of the totals for Bid Items No. 3 through 4.

Additive Alternate #2: Area 3

Bid Item No.	Pay Item No.	Item Description & Unit Price In Words	Unit	Estimated Quantity	Unit Price	Total Amt./ Item
5	P-151-3	Tree Removal Area 3 (Runway 12) Twenty Eight Thousand Two Hundred Zero dollars and cents	LS	1	28200.00	28200.00
6	T-901-3	Seed Area 3 (Runway 12) Eighteen Hundred Eighty zero dollars and cents	LS	1	1880.00	1880.00

FOR ALL WORK REQUIRED TO PERFORM THE TREE REMOVAL AND SODDING IN AREA 3 IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS, SPECIFICATIONS, AND OTHER CONTRACT DOCUMENTS, INCLUDING ALL COSTS RELATED TO THE WORK, AND ANY REQUIRED PERMITS, TAXES, BONDS AND INSURANCE, THE UNDERSIGNED SUBMITS A TOTAL BID AMOUNT OF:

TOTAL ADDITIVE ALTERNATE #2 BID (amount in words):

Thirty Thousand Eighty dollars and
Zero cents

(\$ 30,080.00)

amount in numbers

Note: Total Additive Alternate #2 Bid amount shall equal the sum of the totals for Bid Items No. 5 through 6.

BID SUMMARY:

A. Total Base, Area 1 Bid:

_____ (\$ 14,068.50)

B. Total Additive Alternate # 1, Area 2 Bid:

_____ (\$ 63,500.00)

C. Total Additive Alternate #2, Area 3 Bid:

_____ (\$ 30,080.00)

D. Total Bid Amount

_____ (\$ 107,648.50)

** The Total Bid Amount (D) shall equal the sum of (A) through (C). The Basis of Award shall be based on the base bid plus any, all or none of the alternatives at the Owners sole discretion. Any award may include any combination of Bid Alternates as finally determined by the Owner and the funding agencies based on the availability of funding.*

The Bidder represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the plans and specifications for the work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

Unit Prices, if any:

Unit prices for changes shall be full and complete compensation for the work or changes to the work. Prices will be inclusive of all costs including, but not limited to, labor, materials, services, overhead, and profit.

Unit Pricing: (written pricing for areas noted per unit) Adjustments:

All prices are fixed for the duration of the Contract and are not subject to escalation for any cause. Payment of the Total Contract Price shall constitute full payment for performance of the Work and covers all costs of whatever nature incurred by Contractor in accomplishing the Work in accordance with the provisions of the Contract.

Contractor shall maintain all work in progress until it is accepted. Contractor shall repair, rework, or replace as necessary any work damaged or lost due to normal wear and tear, anticipated events, or conditions within its control. No separate payment shall be made for such maintenance costs which are deemed included in the original contract price. Any failure to maintain the Work shall be considered a

defect in accordance with the General Conditions.

If provided with a Notice of Intent to Award the Contract by the Owner, the Bidder shall execute and deliver to the Owner all of the documents required by the Contract Documents, including but not limited to, the Addendum to the Agreement and the Performance and Payment Bonds in the form contained in the Contract Documents, furnish the required evidence of the specified insurance coverages, furnish all necessary permits, license, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work.

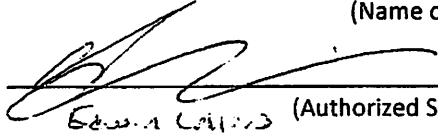
Bidders' Representations: The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bid and Project Documents; to complete all Work as specified or indicated in the Project Documents for the Contract Price and within the Contract Time indicated in the Agreement and in accordance with the Project Documents.

Signature/Execution:

Dated and signed at Leon County, this 2nd day of April, 2020.

Collins Land Services, Inc.

(Name of Bidder)


Edwin Collins (Authorized Signature)

Vice President

(Title)

136 China Doll Drive

(Mailing Address)

Tallahassee, Florida 32312

(City, State, Zip)

82-4750393

(Federal ID No. or SS No.)

TAYLOR COUNTY
BID BOND

PERRY FOLEY AIRPORT
OBSTRUCTION TREE REMOVAL

BID BOND

BIDDER (Name and Address):

Collins Land Services, Inc.
136 China Doll Drive
Tallahassee, Florida 32312

SURETY (Name and Address of Principal Place of Business):

The Cincinnati Insurance Company
6200 S. Gilmore Road
Fairfield, Ohio 45014

OWNER (Name and Address):

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

BID:

BID DUE DATE: 4/3/2020

PROJECT (Brief Description Including Location):

OBSTRUCTION TREE REMOVAL project at Perry-Foley Airport, Taylor County, Florida

BOND:

BOND NUMBER: Bid Bond

DATE: (Not later than Bid Due Date): 04/02/2020

PENAL SUM: 5% of Bid Amount

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Collins Land Services, Inc. (Seal)

Bidder's Name and Corporate Seal

By: [Signature] V.P.
Signature and Title

Attest: [Signature] Manager
Signature and Title

SURETY

The Cincinnati Insurance Company

Surety's Name and Corporate Seal

By: [Signature] Agent
Signature and Title

(Attach Power of Attorney)

Attest: [Signature] Agent
Signature and Title



Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable

EJCDC NO. 1910-28-C (1990 Edition)

- 1 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
- 2 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
- 3 This obligation shall be null and void if:
 - 3.1 OWNER accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by OWNER, or
 - 3.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
- 4 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
- 6 No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date
- 7 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8 Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal deliver, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
- 10 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11 The term "bid" as used herein includes a bid, offer, or proposal as applicable.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Samuel Rogers, Jr., Teresa Beaudoin,

of Tallahassee, FL

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, and signed by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Justice
Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

WITNESSED under my hand and seal of said Company at Fairfield, Ohio, this _____ day of _____



Scott R. Bolen
Assistant Secretary

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid condition applies to this U.S. Department of Transportation (DOT) assisted contract. Submission of a bid/proposal by a prospective contractor shall constitute full acceptance of these bid conditions.

1. **DEFINITION** - Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in 49 CFR Part 26.
2. **POLICY** - It is the policy of DOT that DBE's as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
3. **OBLIGATION** - The contractor agrees to ensure that DBE's as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
4. **COMPLIANCE** - All bidders, potential contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.
5. **CONTRACT CLAUSE** - All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts, which offer further subcontracting opportunities.
6. **CONTRACT AWARD** - Bidders are hereby advised that meeting the DBE subcontract goal or making an acceptable good faith effort to meet said goal are conditions of being awarded this DOT assigned contract.

The owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goal for DBE participation or, if failing to meet the goal, he has made an acceptable good faith effort to meet the established goal for DBE participation. Bidder is advised that the owner reserves the right to reject any or all bids submitted.

7. **DBE PARTICIPATION GOAL** - The attainment of the goal established for this contract is to be measured as a percentage of the total dollar value of the contract. The DBE goal established for this contract is 4.78 %.

8. **AVAILABLE DBE'S** - The Florida Department of Transportation maintains an online searchable database of DBE firms at: <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>. This program contains a listing of DBE's (certified and uncertified). Bidders are encouraged to inspect this list to assist in locating DBE's for the work. Other DBE's may be added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goal will not be counted unless the DBE to be used can be certified by the owner.

9. **CONTRACTOR'S REQUIRED SUBMISSION** - The owner requires the submission of the following information with the bid:

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

MBE's

MBE Subcontractors Names/Addresses/Identity	Subcontract Work Item	Dollar Value of Subcontract Work
N/A		

WBE's

Women Subcontractors Names/Addresses/Identity	Subcontract Work Item	Dollar Value of Subcontract Work
N/A		

OSE's

Other Socially and Economically Disadvantaged Subcontractors Within the DBE Group Names/Addresses/Identity	Subcontract Work Item	Dollar Value of Subcontract Work
N/A		

Total Dollar Value of Subcontract Work \$0

Total Dollar Value of Basic Bid _____

Total DBE Percent _____%

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged.)

If the Contractor fails to meet the contract goal established in Section 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Section 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in 49 CFR Part 26.

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in 49 CFR Part 26 are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;
 - b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
 - c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
 - d. Whether the contractor followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested;
 - e. Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
 - f. Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;
 - g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities.
 - h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor;
- and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

10. CONTRACTOR ASSURANCE - The bidder hereby assures that he will meet one of the following as appropriate:

- a. The DBE participation goal as established in the General Conditions.
- b. The DBE participation percentage as shown in Section 9, which was submitted as a condition of contract award.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the owner.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

11. PROMPT PAYMENT - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **10** days from the receipt of each payment the prime contractor receives from the owner. The prime contractor agrees further to return retainage payments to each subcontractor within **10** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the owner. This clause applies to both DBE and non-DBE subcontractors.

DBE CERTIFICATE OF COMPLIANCE FORM

The Florida Department of Transportation maintains an online searchable database of DBE firms at

(<https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>).

This is to certify that I have reviewed the plan, bid evaluation procedure, and DBE directory and will make all reasonable efforts to include DBE Contractors as outlined in pages DBEP 1 through DBEP 4.



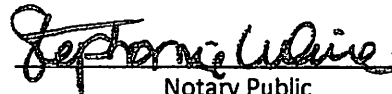
Edwin C. Bishop Bidder's Signature

3/31/2020

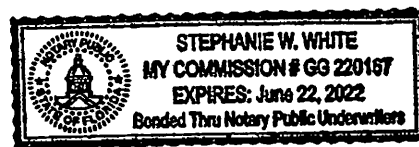
Date

Vice President

Title



Notary Public



INSURANCE COMPLIANCE

This form is to be completed and signed by the Contractor and by your insurance agent/carrier certifying that your policy either meets the insurance requirements as specified for this project or that the insurance company has reviewed the bid requirements and certifies that you were quoted any price increase due to required coverage.

CONTRACTOR

I certify that the insurance requirements have been reviewed.

Company Name Collins Land Services, Inc.

Address 136 China Doll Drive

Tallahassee, Florida 32312

Representative

Name Edwin Collins

Title Vice President

Phone Number 850-739-8733

INSURANCE COMPANY

I certify that the insurance requirements have been reviewed with the above contractor.

Company Name Hub International, Inc

Address 1171 Thomasville Road

Tallahassee, FL 32303

Representative

Name Teresa Beaudoin

Title Agent, Commercial Lines Manager

Phone Number 850-386-1111

INSURANCE REQUIREMENTS

1. The contractor will secure and maintain in a company or companies licensed to do business in the State of Florida the following minimum item of Insurance. The company or companies will have a "Best" rating of at least:
 - (a) A/Class I for contracts \$250,000 or less
 - (b) A/Class II for contracts to \$250,000 to \$500,000
 - (c) A/Class III for contracts to \$500,000 to \$750,000
 - (d) A/Class IV for contracts to \$750,000 to \$1,000,000
 - (e) A/Class V for contracts to \$1,000,000 to \$1,500,000
 - (f) A/Class VI for contracts to \$1,500,000 to \$2,500,000
 - (g) A/Class VII for contracts to \$2,500,000 to \$3,750,000
 - (h) A/Class VIII for contracts to \$3,750,000 to \$5,000,000
 - (i) A/Class IX for contracts to \$5,000,000 to \$7,500,000
 - (j) A/Class X for contracts to \$7,500,000 to 12,500,000
 - (k) A/Class XI for contracts \$12,500,000 to \$25,000,000
2. Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - (a) (a) Premise-Operation (including X-C/U as applicable).
 - (b) Independent Contractor's Protective
 - (c) Products and Completed Operations
 - (d) Personal injury Liability
 - (e) Contractual – Including specified provision for Contractor's obligations in contract if available.
 - (f) Owned, non-owned and hired motor vehicles.
 - (g) Broad form Property Damage including Completed Operations.
 - (h) Umbrella Excess Liability if applicable.

3. Required Minimum Coverage and Limits:

(a) Comprehensive or Commercial General Liability (including Premise-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

(1) Bodily Injury and Property Damage Combined Single Limit (CSL) \$500,000 each occurrence/\$1,000,000 General Aggregate

(2) Products and Completed Operations to be maintained for 3 years after final payment. Owner and Engineer to be included as additional insureds. - \$500,000 Aggregate

(3) Property Damage Liability Insurance shall provide X, C and U Coverage

(4) Broad Form Property Damage Coverage shall include Completed Operations

(b) Blanket Contractual Liability - Bodily injury and Property Damage Combined Single Limit (CSL) - \$1,000,000 Each Occurrence.

(c) Personal Injury - \$500,000 per person.

(d) Business Auto Liability (including owned, non-owned and hired vehicles):

Bodily Injury and Property Damage Combined Single Limits (CSL) \$500,000 Each Occurrence or, Split Limits;

a. Bodily Injury;

**\$500,000 each person
\$500,000 each occurrence**

b. Property Damage:

\$500,000 each occurrence

(e) Umbrella Excess Liability: Occurrence Form; Coverage provided under umbrella must follow coverage provided in primary.

(f) Workers' Compensation:

i. State: Statutory

ii. Applicable Federal (e.g., Longshoreman's & Jones Act) Statutory

iii. Employer's Liability: (Including Maritime if applicable)

**\$500,000 Per Accident
\$500,000 Disease- Each Employee
\$500,000 Disease- Policy Limit**

4. Other Requirements:

- (a) Insurance and Bonds: All insurance and bonds in connection with the work to be performed under the contract shall be countersigned by a licensed agent resident in the State of Florida.
- (b) Transmittal of Bond and Proof of Carriage of Insurance: One (1) copy of the Proof of Insurance, as called for above, shall be delivered to the Engineer along with each copy of the Contract Documents and required bonds.
- (c) The owner and Engineer shall be named as additional insured in the General Liability Insurance Coverage as provided for in Paragraph 2 above.

INDEMNIFICATION

- 1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) (2) is caused in whole or part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- 2. In any and all claims against the Owner, the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation under Paragraph 1. above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 3. The obligations of the contractor under Paragraph 1. above, shall not extend to the liability of the Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

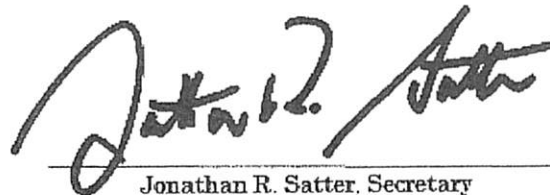
State of Florida

Woman Business Certification

Collins Land Services, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

08/05/2019 to 08/05/2021



Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of
**MANAGEMENT
SERVICES**



Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

NOTICE OF AWARD

TO: Collins Land Services, Inc.
136 China Doll Drive
Tallahassee, Florida 32312

PROJECT: OBSTRUCTION TREE REMOVAL
DESCRIPTION: PERRY FOLEY AIRPORT

The **OWNER** has considered the bid submitted by you for the above-described **WORK** in response to its Notice to Bidders dated Wednesday, March 4, 2020 and Instructions to Contractors.

You are hereby notified that your bid has been accepted for items in the amounts of \$77,568.50 for the Base Bid: Area 1 and Additive Alternate No. 1: Area 2.

You are required by the Instructions to Contractors to execute the Agreement and furnish the required **CONTRACTOR'S** Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) calendar days from the date of this notice, said **OWNER's** acceptance of your bid is abandoned. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**. If you have any questions, please call Jami Boothby at 850-838-3553.

Dated this _____ day of _____

OWNER – TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____ TITLE _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: _____

This the _____ day of _____, 20____.

BY: _____

Title: _____

NOTICE TO PROCEED

TO: Collins Land Services, Inc.
136 China Doll Drive
Tallahassee, Florida 32312

Date: _____, 2020

PROJECT: OBSTRUCTION TREE REMOVAL
AT PERRY FOLEY AIRPORT, PERRY, FLORIDA

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____ (NTP) and you are to substantially complete the WORK within 60 calendar days from NTP, on _____. Final completion of all WORK will be within 70 calendar days from NTP. The date of completion of all WORK is therefore _____.

In case of failure on the part of the CONTRACTOR to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by the Taylor County Board of County Commissioners, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore the CONTRACTOR shall pay to the COUNTY, as liquidated damages, the sum of \$500.00 for each calendar day of delay that actual completion extends beyond the time limit specified until reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the CONTRACTOR.

You are required to return an acknowledge copy of this **NOTICE TO PROCEED** to the **OWNER:**
Taylor County Board of County Commissioners, 201 East Green Street, Perry, FL 32347

Taylor County Board of County Commissioners
OWNER

BY: _____

TITLE: Chairperson

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Collins Land Services, Inc.
Company Name

This the ____ day of _____, 20 ____

Signature

Type of Print Name

Title: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Reimbursement for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program on behalf of the Taylor County Sheriff's Office

MEETING DATE REQUESTED:

05/04/2020

Statement of Issue: Grant Reimbursement

Recommended Action: Approval

Fiscal Impact: \$3036.00

Budgeted Expense:

Submitted By: Marty Tompkins, Chief Deputy

Contact: Marty Tompkins (850) 584-4225

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In 2019 the Taylor County Sheriff's Office purchased 22 in-car thermal printers for their Uniform Patrol Division to allow the deputies to write and print traffic warnings citation, Uniform Traffic Citations, trespass warning, incident reports, Notice to Appear Affidavits, and much more from their assigned patrol vehicle. By placing the printers in their assigned patrol vehicle, it will save time and gasoline as well as allowing the deputy to remain "active" in other patrol duties. We are asking for the reimbursement of funds be allotted back to the Taylor County Sheriff's Office budget.

Options:

Attachments: Application for Funding Assistance

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SUBAWARD STANDARD CONDITIONS

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

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

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

GENERAL REQUIREMENTS

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

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://oigp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf> and
<http://dos.myflorida.com/media/698314/gq2-sl-2017-final.pdf>

State of Florida Statutes
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION I: TERMS AND CONDITIONS

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

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

the expected start date.

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

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

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

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

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

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

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

14.0 Insurance for Real Property and Equipment -

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

15.0 Flood Disaster Protection Act -

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

16.0 Immigration and Nationality Act -

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

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination

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

2.0 Title VI of the Civil Rights Act of 1964 -

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

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

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

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

3.0 Title IX of the Education Amendments of 1972

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

4.0 Equal Treatment for Faith Based Organizations

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

5.0 Americans with Disabilities Act -

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

6.0 Section 504 of the Rehabilitation Act of 1973

(28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975 -

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

8.0 Limited English Proficiency (LEP) -

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

9.0 Finding of Discrimination -

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

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

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

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

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

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

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

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

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

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

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

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

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

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

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

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

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

- 4.0 Performance and Reporting**

Reporting Time Frames - The Project Director,

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

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

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

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

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

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

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

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

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

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

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

6.0 Financial Expenditures and Reporting

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

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

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

All reports must relate financial data to performance accomplishments.

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

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

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

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

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

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

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

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

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

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

SECTION V: MONITORING AND AUDITS

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

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

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

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

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

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

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

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

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

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

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

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

- 7.0 Retention of Records** - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

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

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

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

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

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

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

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

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

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

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

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

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

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

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

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

- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 C.F.R. § 200.405(e), "Cost Principles".

- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$150,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

- 7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal

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

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

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

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

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

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

eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 86, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

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

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.081, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

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

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

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

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

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

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

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

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

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

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

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

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

13.0 Information Technology Projects

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

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

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

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

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

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

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

14.0 Interoperable Communications Guidance -

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

www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

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

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

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

SECTION VII: COMPLIANCE WITH 8 U.S.C. § 1373

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION VIII: ADDITIONAL REQUIREMENTS

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

2.0 National Environmental Policy Act (NEPA)

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

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

- 1) New construction;
 - 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
 - 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
 - 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
 - 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.
- 3.0 **National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (Identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
 - 4.0 **Human Research Subjects** - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection

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

5.0 Disclosures

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

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

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

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

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

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

other outreach to decrease crashes caused by distracted drivers.

- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If PREA program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/si001062.pdf>.

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

- 11.0 Environmental Requirements and Energy** - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 12.0 Other Federal Funds** - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
- 13.0 Trafficking in Persons** - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in

persons are incorporated by reference and posted at www.ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: Taylor County Board of Commissioners

Subgrant Number: 2019-JAGD-TAYL-2-N3-088

Project Title: TAYLOR COUNTY EQUIPMENT GRANT

Pass-through Entity: Florida Department of Law Enforcement

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

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

Taylor County Board of Commissioners

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

Malcolm V. Fage 2/18/20
Signature Date

Vice-Chairman MALCOLM V. FAGE
Printed Name and Title

Taylor County Sheriff's Office

Authorizing Official (Official, Administrator, or Designated Representative)

Wayne Padgett 1-28-2020
Signature Date

Wayne Padgett Taylor County Sheriff
Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature Date

Printed Name and Title

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SPECIAL CONDITIONS

Subrecipient: Taylor County Board of Commissioners

Subgrant Number: 2019-JAGD-TAYL-2-N3-088

Project Title: TAYLOR COUNTY EQUIPMENT GRANT

Pass-through Entity: Florida Department of Law Enforcement

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

Ref# S41123: The Taylor County BOC procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.317-326. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements, and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: Taylor County Board of Commissioners
County: Taylor

Chief Official

Name: Pam Feagle
Title: Chairperson
Address: 108 North Jefferson Street
S-102
City: Perry
State: FL **Zip:** 32347-3252
Phone: 850-838-3500 **Ext:**
Fax:
Email: pfeagle@taylorcountygov.com

Chief Financial Officer

Name: Annie Murphy
Title: Clerk of the Court
Address: Post Office Box 620
City: Perry
State: FL **Zip:** 32348-0620
Phone: 850-838-3506 **Ext:**
Fax: 850-838-3549
Email: cmock@taylorclerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
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Section 1: Administration

Implementing Agency

Organization Name: Taylor County Sheriff's Office

County: Taylor

Chief Official

Name: Wayne Padgett

Title: Sheriff

Address: 108 North Jefferson Street
Suite 103

City: Perry

State: FL **Zip:** 32347-3252

Phone: 850-584-4225 **Ext:**

Fax:

Email: wpadgett@tcsofl.org

Project Director

Name: James Cash

Title: Lieutenant

Address: Post Office Box 1732

City: Perry

State: FL **Zip:** 32348-7305

Phone: 850-584-4225 **Ext:**

Fax:

Email: jcash@taylorcountysheriff.fl.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: TAYLOR COUNTY EQUIPMENT GRANT
Subgrant Recipient: Taylor County Board of Commissioners
Implementing Agency: Taylor County Sheriff's Office
Project Start Date: 7/1/2018 **End Date:** 3/31/2020

Problem Identification

In the first half of 2018 alone, traffic-related fatalities accounted for more than 36% of officer deaths, and more than one-quarter of those fatalities were due to roadside accidents, according to the National Law Enforcement Officers Memorial Fund.

Taylor County Sheriff's Office (TCSO) uniform patrol division is in need of in car thermal printers. Having this equipment will help to streamline operations. The printers needed are thermal printers used to print UTC and DUI tickets. In the past Taylor County has issued paper tickets and manually submitted them. We have recently updated our CAD software and now have the capability to submit electronic tickets. Keeping up with technologies is imperative in today's Criminal Justice system.

Currently the budget for the Taylor County Board of Commissioners does not have the resources to provide for the thermal printers needed by the Taylor County Sheriffs Office. Grant funding will provide the assistance necessary to purchase these printers.

Project Summary (Scope of Work)

JAG funding will be used to purchase thermal printers for the Taylor County Sheriffs Office Patrol Division to optimize performance and help improve officer safety during traffic stops. These printers will help officers accomplished the following: 1) Dramatically reduce the time it takes to issue a citation and get officers off the road more quickly. It can typically take an officer 10 to 15 minutes or more to manually issue a citation. Thermal printers can reduce that time to two to three minutes, enabling the officer to complete the process and move out of harms way much faster. 2) Minimize Situational awareness, officers to spend less time with their head down and eyes off the road as they issue citations. As a result, they can remain more alert to whats happening around them, whether its traffic that fails to move over, or the behavior of the stopped motorist and passengers. With better situational awareness, officers are better prepared to protect themselves and the public. 3) Drivers who have been stopped for a moving violation may become increasingly frustrated the longer it takes to issue the citation. This agitation increases the risk of creating a hostile situation. This system will allow officers to complete the citation quickly and efficiently and get motorists back on their way faster. This can minimize the risk that their frustration might build up and lead to angry interactions.

By the end of September 2019, quotes will be gathered, a vendor selected and a purchase order submitted for twenty two (22) thermal printers. This equipment will be ordered by the Project Director and upon delivery, TCSO officers will be trained in the proper use this equipment. The printers will then be issued to officers in the field by the end of December 2019.

Documentation of deliverables must be maintained by the subrecipient and/or implementing agency and made available for monitoring. Example documentation for

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the purchase of items and services include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices and proof of payment, etc.

Deliverables will be completed in accordance with the contractual agreement(s) between the sub-recipient(s) and their vendor/provider. Minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

All activities discussed in the scope of work or project deliverables are for the TCSO E-Ticket thermal printer system.

Application for Funding Assistance

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Section 2: Project Overview

Section Questions:

- Question: What percentage of the total cost of this project is being funded by sources other than this award?
Answer: 51
- Question: What is the name of the jurisdiction your agency serves? (i.e., your city or your county)
Answer: Perry, Florida, Taylor County
- Question: What is the combined population of the jurisdiction(s) your agency serves, according to the 2010 census?
Answer: 22570
- Question: What is the physical address of the location being used to provide services for this project? If services are being provided at more than one location, list all of them.
Answer: 108 N Jefferson St
Perry, FL 32347
- Question: Describe your agency (e.g., municipal government, school board, sheriff's office).
Answer: Taylor County Sheriff's Office is a rural county with an estimated population of around 22,000.
- Question: Have you verified that the subgrantee has an active and current registration in SAM.gov? (If no, funds will not be available for drawdown.)
Answer: Yes
- Question: What is the Operating Capital Outlay threshold used by the subgrantee? (Verify this with your finance director.) If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.
Answer: For the 2017-18 Budget Year, We had no funds allocated to Capital Outlay
- Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?
Answer: No
- Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?
Answer: No
- Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
Answer: No
- Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

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Answer: n/a

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Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

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

State Purpose Area: 1G - General Questions (Required)

Objectives and Measures

Objective: General Questions - Required questions for all recipients.

Measure: General 01

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

Goal: Yes

Measure: General 02

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

Goal: No

Measure: General 03

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

Goal: No

Measure: General 04

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

Goal: No

Measure: General 05

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

Goal: No

Measure: General 06

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Section 3: Performance

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

Goal: No

Measure: General 07

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

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

Measure: General 08

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

Goal: None of the above

Measure: General 09

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

Goal: Conducting social media via Facebook and agency website. Facebook in a daily update and agency website on a monthly basis.

Measure: General 10

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

Goal: k-12 school programs

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have

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Section 3: Performance

multiple goals, describe each goal separately.

Goal: Our agency goal is to use JAG funding will be used to purchase thermal printers to optimize performance and help improve officer safety during traffic stops and continue our work in the prevention, deterrence of crime, taking necessary action against those who break the law.

Measure: General 12

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

Goal: yes

Measure: General 13

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

Goal: None known at this time for this particular item

Measure: General 14

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

Goal: yes

Measure: General 11b

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

Goal: Continue to provide the best equipment to our deputies, as possible, so they may continue to provide the best service to our citizens. TCSO officers will be trained in the proper use this equipment. The printers will then be issued to officers in the field.

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

Objectives and Measures

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

Measure: Equipment 01

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

Goal: yes

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Section 4: Financial

General Financial Info:

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

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000879

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$3,036.00	\$0.00	\$3,036.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$3,036.00	\$0.00	\$3,036.00
Percentage	100.0	0.0	100.0

Project Generated Income:

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

Application for Funding Assistance

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Section 4: Financial (cont.)

Budget Narrative:

Expenses

A total of 22 in-car thermal printers (\$270.00 each) for a total of \$5940.00.

The printers will allow deputies to write and print traffic warning citations, uniform traffic citations, trespass warning, incident reports, Notice to Appear Affidavits, and much, much more from their assigned patrol vehicle.

By deputies having the printers in their assigned patrol car, it will save time, save on gasoline, and allow the deputy to remain "active" in other patrol duties.

The in-car printers are thermal printer with USB.

Any expenditures over the cost of allocated JAG funding will be paid by the Taylor County Sheriffs Office.

JAG funds will be used to pay for any applicable shipping or freight costs.

Printers will have standard factory warranties. they will be included in the purchase price.

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Florida Department of Law Enforcement
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Section 4: Financial

Section Questions:

- Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase? (Documentation will be required.)
- Answer: N/A
- Question: If fringe benefits are included, are they detailed in the budget narrative?
- Answer: N/A
- Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.
- Answer: N/A
- Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.
- Answer: N/A
- Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)
- Answer: Quotes

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to consider re-appointment of three members to the Construction Industry Licensing Board

MEETING DATE REQUESTED:

May 4, 2020

Statement of Issue: The Construction Industry Licensing Board has three vacancies due to three member's terms expiring.

Recommendation: Re-appoint three members to the Licensing Board for a two (2) year term period from 3/31/20 to 3/31/22.

Fiscal Impact: N/A

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Mr. Bobby Joe Hires, Mr. Dennis Wigglesworth and Mr. Earl Ketring's terms on the Licensing Board expired on 3/31/20 and all three have expressed an interest to stay on the board.

- Options:**
1. Re-appoint three members to the Licensing Board.
 2. Do not re-appoint three members to the Licensing Board.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Re-Appoint Commissioner Lyn Aibejeris and Commissioner Willi Huxford to the Taylor Coastal Water & Sewer District Board

Meeting Date:

May 4, 2020

Statement of Issue: Two of our Commissioners with expiring terms have indicated that they would like to continue serving on our Board. Their new terms would begin on May 6, 2020 and run until May 6, 2024.

Recommendation: Re-Appoint Commissioners Aibejeris and Huxford

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

Submitted By: Lynette Taylor Senter, Office Manager/Board Secretary

Contact: 850-578-3043/tcwsd@fairpoint.net

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Three of our Commissioners have terms that expire on May 6, 2020. Commissioner Spradley has decided not to serve another term. Commissioners Aibejeris and Huxford have both sent emails (see attached) indicating their willingness to serve another term. We have advertised for the one vacancy we already have on the Board and will continue to advertise our two open positions.

Options:

1. Approve the re-appointment of our two Commissioners

2.

Emails

Attachments:

1.

2.

Subject: Commissioner Terms

From: William Huxford <huxserv@gmail.com>

Date: 4/23/2020, 11:05 AM

To: Taylor Coastal Water and Sewer District <TCWSD@fairpoint.net>

Hi Lynette,

Please inform the Taylor County Board of Commissioners that I am willing to continue to serve on the TCWSB for another term. Thank you in advance for your help in this matter.

Sincerely,

William H. Huxford

Subject: commissioner

From: OLD PAVILION RV CAMPGROUND OLD PAVILION RV CAMPGROUND

<laibejeris@fairpoint.net**>**

Date: 4/23/2020, 11:05 AM

To: tcwsd@fairpoint.net

I would like to remain on the Taylor Coastal Water & SD board.

Lynn Aibejeris

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

A Resolution by the County Commission of Taylor County Florida, Recommending Applied Biomass Solutions NF Operations SPC, LLC be approved as a qualified targeted industry business pursuant to S288.106; Requesting a waiver of local financial support; providing an effective date

MEETING DATE REQUESTED:**05/04/2020**

Statement of Issue: The Florida Qualified Targeted Industry (QTI) program requires the local community to pass a resolution in support of each project and to elect to pay or waive the local support portion of the QTI cost.

Recommended Action: Passage of resolution in support, waiving local financial support

Fiscal Impact: 0.00

Budgeted Expense: 0.00

Submitted By: Applied Biomass Solutions

Contact: Saul Crafton saul@stry.com 904-636-0466 & 904-742-1507

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

- (a) Pass resolution of support and waive financial support
- (b) Pass resolution of support and provide financial support
- (c) Reject request for resolution of support

Attachments: Draft resolution of support, waiving financial support

**QUALIFIED TARGET INDUSTRY TAX REFUND IN A RURAL AREA
REQUESTING WAIVER OF LOCAL FINANCIAL SUPPORT**

RESOLUTION NUMBER _____

A RESOLUTION BY THE GOVERNING BOARD OF TAYLOR COUNTY, FLORIDA, RECOMMENDING APPLIED BIOMASS SOLUTIONS NF OPERATIONS, LLC, BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO S.288.106, FLORIDA STATUTES; AFFIRMING THE SITE OF THIS PROJECT IS WITHIN A DEFINED RURAL AREA; REQUESTING A WAIVER OF LOCAL FINANCIAL SUPPORT; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE GOVERNING BOARD OF TAYLOR, FLORIDA, as follows:

WHEREAS, the business under consideration is a manufacturing business, specifically, Applied Biomass Solutions NF Operations, LLC; and

WHEREAS, Applied Biomass Solutions NF Operations, LLC proposes to construct a new manufacturing facility; and

WHEREAS, Applied Biomass Solutions NF Operations, LLC has been identified as a Target Industry Business; and

WHEREAS, Applied Biomass Solutions NF Operations, LLC proposes to locate within Taylor County; and

WHEREAS, this Taylor County meets the definition of a Rural Community pursuant to s.288.106(2)(s), Florida Statutes; and

WHEREAS, due to this location Applied Biomass Solutions NF Operations, LLC, as the Applicant, is eligible for the local financial support exemption option of the Qualified Target Industry Tax Refund Program authorized for a Rural Community under s.288.106(2)(l), Florida Statutes, and desires to exercise that option;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF TAYLOR COUNTY, FLORIDA, that the Board hereby recommends Applied Biomass Solutions NF Operations, LLC be approved as a Qualified Target Industry Business pursuant to s.288.106, Florida Statutes.

BE IT FURTHER RESOLVED, that the Governing Board of Taylor County has determined the basis of this project's average private sector wage commitment calculation shall be 100% of the County average annual wage.

BE IT FURTHER RESOLVED that Taylor County requests that a waiver of the local financial support be granted as authorized under the Qualified Target Industry Refund Program, pursuant to s.288.106(2)(I), Florida Statutes.

This resolution shall take effect immediately upon its adoption.

DULY ADOPTED BY THE GOVERNING BOARD OF TAYLOR COUNTY,
FLORIDA this _____ day of _____, _____

ATTEST:

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

Chairman

Clerk

STAMP AND SIGNATURE OF NOTARY



APPLIED BIOMASS
SOLUTIONS

Per the attached agenda request and resolution, Applied Biomass Solutions, LLC (ABS) is requesting a resolution in support from the Taylor County Board of County Commissioners. This resolution is a state requirement in order for ABS to participate in the states Qualified Targeted Industries (QTI) program.

In discussing the matter with TDCA and the County Manager, we wanted to provide an updated status on the project and future plans.

It was decided some months ago to proceed with a “pilot project” to demonstrate the operational and financial aspects of the project. That project involved the construction of a single machine, which was completed in November 2019 and has been under repair since December 2019. The purpose of this machine is to allow production on a smaller scale so that certain metrics and tests can be performed on the process. We anticipate this pilot project being completed by October 2020, at which point we have financing and equity in place to move forward on our first, full scale facility.

The current proposal for that facility involves the construction of 20 machines and will create an estimated 60 jobs when fully operational. The first phase of the job creation is estimated to occur in 2021 and continue to grow as additional machines come online. The QTI commitment calls for the total 60 jobs to be created 12/31/2024.

We appreciate the County’s continuing support as we look towards moving this project forward.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve the Florida Commission for the Transportation Disadvantaged Planning Grant Application Form and Authorizing Resolution for the upcoming FY 2020-2021 grant cycle.

MEETING DATE REQUESTED:

May 4, 2020

Statement of Issue:

Board to approve the Transportation Disadvantaged Planning Grant Application and Authorizing Resolution for FY 2020-2021.

Recommended Action:

Approve the Transportation Disadvantaged Planning Grant Application Form and Authorizing Resolution for FY 2020-2021.

Budgeted Expense:

The County is eligible to receive \$19,872 to be used for the planning and oversight of the local transportation disadvantaged program. No match is required. This grant funds a portion of the Grants Department salaries, benefits, office supplies, and equipment.

Submitted By:

Jami Evans, Grants Coordinator

Contact:

Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to receive a grant in the amount of \$19,872. This grant has been used for several years to fund a portion of Grants staff salaries, benefits and supplies. This grant is to be used for planning and administrative services only. The grant cannot be used to fund actual transportation costs.

Attachments:

Planning Grant Application Form and Authorizing Resolution.



Transportation Disadvantaged Planning Grant Application Form

Legal Name	Taylor County Board of County Commissioners		
Federal Employer Identification Number	59-6000879		
Registered Address	201 E. Green Street P.O. Box 620		
City and State	Perry, Florida	Zip Code	32347
Contact Person for this Grant	Jami Evans	Phone Number Format 111-111-1111	850-838-3553
E-Mail Address [Required]	grants.assist@taylorcountygov.com		
Project Location [County(ies)]	Taylor	Proposed Project Start Date	7/01/2020
Budget Allocation			
Grant Amount Requested			\$19,872.00
Total Project Amount			\$ 0.00

I, the authorized Grant Recipient Representative, hereby certify that the information contained in this form is true and accurate and is submitted in accordance with the 2020-21 Program Manual and Application for the Planning Grant.

Signature of Grant Recipient Representative

May 4, 2020

Date

Name: Pam Feagle

Title: Chairman



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, Ext. 107 Phone
(850) 838-3501 Fax

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

Upon motion of Commissioner _____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

AUTHORIZING RESOLUTION

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

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

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

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

DULY PASSED AND ADOPTED IN REGULAR SESSION THIS 4th DAY OF MAY 2020.

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

By: _____
Pam Feagle, Chairman

Attest: _____
Annie Mae Murphy, Clerk

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

**COMMISSIONERS TO CONSIDER AWARD OF THE
ARTIFICIAL REEFS CONSTRUCTION PROJECT TO D&L
CONTRACTING, LLC. AND SIGN CONTRACT**

Meeting Date:

May 4, 2020

Statement of Issue: AWARD CONTRACT FOR ARTIFICIAL REEFS CONSTRUCTION SERVICES

The Board received proposals for the Artificial Reef Construction project on April 6, 2020.

The Board appointed Victor Blanco, Lori Wiggins and Kenneth Dudley as the Bid Review Committee.

Bids received for the Project are as follows:

D&L Contracting Co., Inc. \$47,808.39 / 48 modules | \$60,000.00 / 64 modules

Walter Marine. \$60,000.00 / 50 modules

Recommendation: Staff recommends that the Board award the Artificial Reef
Construction project to D&L Contracting as the lowest responsive
bidder.

Fiscal Impact: \$ 60,000 **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

Submitted By: Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

FWC Agreement No. 19046 provides \$60,000 grant funds for artificial reef enhancement in Buckeye Reef as requested by the BOCC. The Board requested to receive bids on March 2, 2020 for construction of artificial reef modules in Buckeye Reef. Advertisement was published in different media. Bidding proposals were received by the Clerk. On April 6, 2020, two bids were received by the Board, opened publicly and distributed to the Bid Committee for review. The bids were reviewed and the results of that review is included in the table below.

Both proposals were determined to be compliant with the requirements of the solicitation. After consultation with FWC, the bid review committee recommends **D&L Contracting** as the lowest responsive and most cost-effective bidder and further recommends awarding the Artificial Reef Construction Services project to D&L. The project will be 100% reimbursed by FWC in accordance with Agreement No. 19046.

Options:

1. Award Artificial Reef Construction contract to D&L Contracting as the lowest responsive and most cost-effective bidder
2. Reject D&L Contracting stating reasons for such denial

Attachments:

1. D&L Contracting proposal
2. Project Contract to be signed by the Board Chairperson.

Required Item	D&L Contracting	Walter Marine
Contractual Services Acknowledgement Form	Yes	Yes
Certification regarding Department Form	Yes	Yes
Contractor Qualification Form	Yes	Yes
References Form	Yes	Yes
Public Entity Crimes Statement Form	Yes	Yes
Certification of Liability Insurance or Agent Statement as outlined in the General Considerations	Yes	Yes
Declaration Page from Workmen's Compensation Insurance (including Long Shoreman's)	Yes	Yes
Contractor Proposal Price Sheet	Yes	Yes
Project Schedule	Yes	Yes
Modules Complying with specifications	Yes	Yes
Proposal Amount (\$)	47,808.00	60,000.00
Number of Reef Modules	48	50
Adjusted Proposal Amount (\$)	60,000.00	-
Number of Reef Modules	64	-

Review Committee:



4/23/2020 Victor Blanco, Marine Agent

Lori Wiggins

Lori Wiggins, Extension Director

Kenneth Dudley

Kenneth Dudley, County Engineer

CONTRACT FORM

This contract made this 4th day of May, 2020 between, Taylor County, Florida, hereinafter called the **COUNTY**, and D&L Contracting, LLC, hereinafter called the **CONTRACTOR**.

WITNESSETH, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK** – See Attachment A – Scope of Work –
2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract the sum as specified in the agreed upon bid for said work not to exceed \$ 60,000.00.
3. **DURATION OF CONTRACT.** The contract shall take effect upon final execution and terminate August 1, 2020.
4. **ASSIGNMENTS.** This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.
5. **TERMINATION OF THIS CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken.
If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of: (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.
If the contract is terminated for cause before the performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.
6. **DEFAULT OF CONTRACT.** If the Contractor fails to begin the work under the Contract the County shall have full power or authority, without violating the contract, to take the work out of the hands of the Contractor and to declare the contract in default.
7. **PRESERVATION OF PROPERTY.** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.
8. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend, and save and hold harmless, the County, all of its officers, agents, or employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents, or employees or due to any negligent act or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.
9. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance, of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence. The Contractor must provide Worker's Compensation Insurance on all employees working unless otherwise exempt. Certificates of such insurance shall be filed with the County **prior to beginning work under this contract** and shall be subject to approval for adequacy of protection.
10. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation Insurance (including Long Shoreman's) in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law of all of its employees. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance. Worker's Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Worker's Compensation Hold Harmless Agreement.

11. **PERMITS, RULES, & REGULATIONS.** It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules, and regulations.

12. **ACCESS TO RECORDS.** The Contractor agrees to provide access to those records, books, and documentations that pertain to this project during the project period and for a three (3) year period thereafter.

13. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any questions regarding this project: Victor Blanco, Taylor County Extension, 203 Forest Park Drive, Perry, FL 32348, (850)838-3508, e-mail: victorblancomar@ufl.edu.

14. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____, County Administrator
Chairperson

ATTEST:

Annie Mae Murphy, Clerk

Witness:

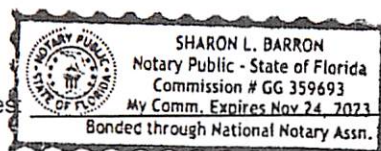
Dale Cob
Carly Guay

By: *Dale Cob*
Contractor

STATE OF FLORIDA COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this 27th day of April,
Dale Cob who is personally known to me and who did/did not take an oath.

NOTARY PUBLIC
My Commission Expires _____



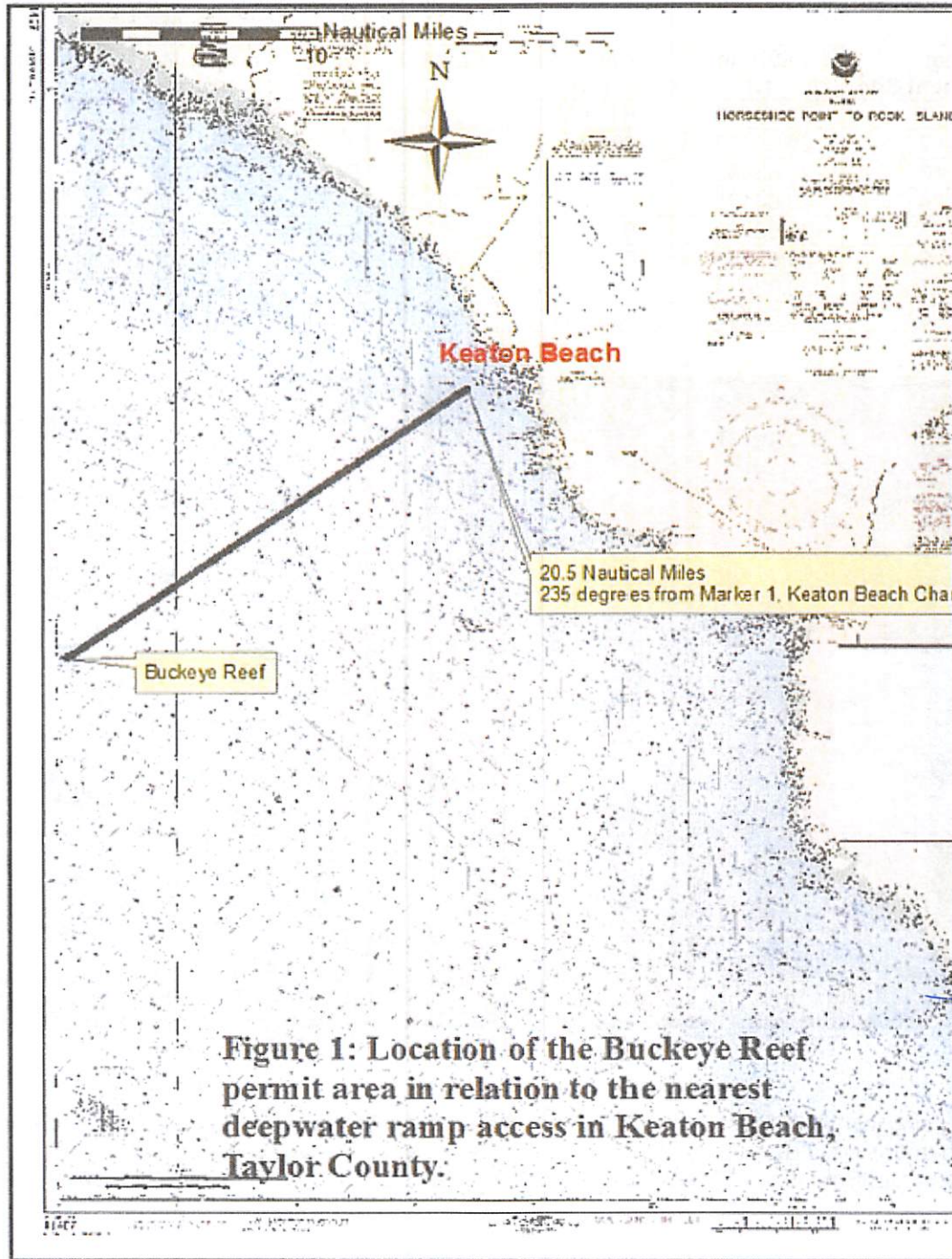
Sharon L. Barron

Attachment A: Scope of Work (FWC Agreement No. 19046.

The Taylor County Board of County Commissioners requires the fabrication, transport, and deployment of **64 prefabricated concrete artificial reef modular units** to Buckeye Reef. At the end of **Attachment A** includes the **Scope of Work** for **FWC Agreement No. 19046** that the awarded contractor must follow. The awarded contractor must work with the County liaison, Victor Blanco, County Marine Extension Agent, to comply with deliverables and timeline for completion of the project.

Deployment location:

Figures 1 and 2 show the general location and site detail of the project area, the Buckeye Reef Site.

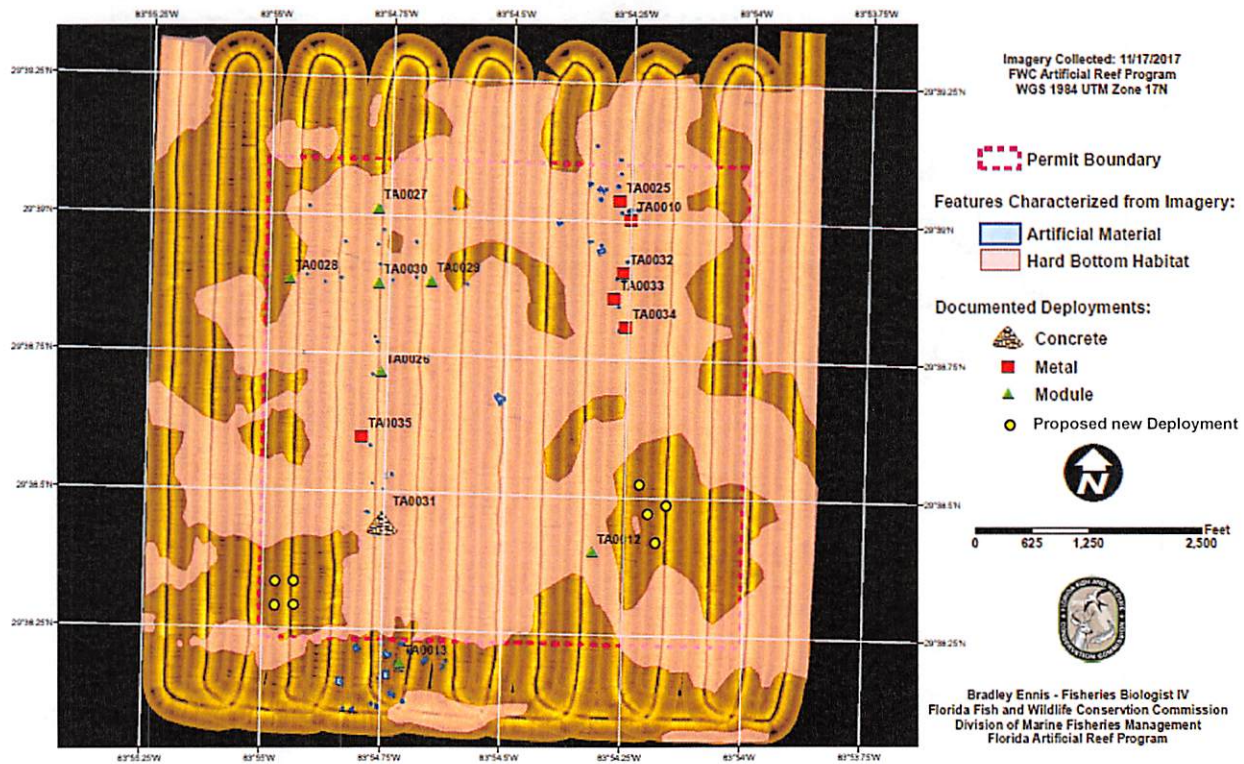


The corner coordinates of the Buckeye Reef permitted area are as follows:

Reef Boundaries: Corner Coordinates	Latitude (N)	Longitude (W)
Northeast Corner	29° 39.60'	83° 54.0'
Southeast Corner	29° 38.14'	83° 54.0'
Southwest Corner	29° 38.14'	83° 55.0'
Northwest Corner	29° 39.60'	83° 55.0'
Center	29° 38.87'	83° 54.5'

Proposed locations for **new deployments** (subject of this project) are as follows:

Reef Deployment Site	Latitude (N)	Longitude (W)	Latitude (N)	Longitude (W)	Depth (ft)
Buckeye - 1	29.64058	-83.90323	29° 38.435'	83° 354.194'	50
Buckeye - 2	29.64183	-83.90419	29° 38.510'	83° 354.251'	50
Buckeye - 3	29.63959	-83.90233	29° 38.375'	83° 354.140'	50
Buckeye - 4	29.64125	-83.90211	29° 38.475'	83° 354.127'	50
Buckeye - 5	29.63787	-83.91595	29° 38.272'	83° 354.957'	50
Buckeye - 6	29.63789	-83.91438	29° 38.273'	83° 354.863'	50
Buckeye - 7	29.63914	-83.91606	29° 38.348'	83° 354.964'	50
Buckeye - 8	29.63918	-83.91445	29° 38.351'	83° 354.867'	50



Module spacing/layout: At least **eight (8)** pre-fabricated modules must be deployed at each of the **8 reef deployment sites** mentioned above, creating a reef patch. Two grouping of four modules by each side of the barge. Pre-fabricated reef modules patches will be placed no more than 30 ft apart from each other.

Module weight/height: Artificial reef material must be at least 3 feet tall with base diameter of at least 4 feet and weight at least one (1) ton.

Module description: Pre-fabricated modules must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi). Pre-fabricated modules shall consist of concrete with no exposed metal framework. Pre-fabricated modules will be designed with multiple openings of various sizes all the way through the outer surface to allow for water circulation and access by fish.

Open-bottom pre-fabricated reef modules may not be used unless the module has a top opening sufficiently large to allow for turtle escapement. Check FWC Agreement for details of approved open-bottom modules.

No open-bottom modules are allowed that include additional modules, discs, or other materials stacked, placed on or immediately adjacent to the top opening, as they may prevent turtles from easily escaping.

All artificial reef material must be clean and free from dirt, asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free-floating material or other deleterious substances.

Loading and transportation requirements: Artificial reef materials must be loaded using suitable means of conveyance for transportation to a staging area site and loading onto a barge or other suitable vessel for offshore transportation to the designated artificial reef site. Offshore transportation shall be provided by a sufficiently powered transport or towing vessel and shall include the necessary personnel and equipment to safely transport and deploy the reef material. Reef material loaded on to the transporting vessel must be properly secured in compliance with Coast Guard standards to allow for its safe transport to the reef construction site.

Coordination with Taylor County on Final Project Planning

The Awarded Contractor(s) must coordinate with Taylor County representative Victor Blanco, phone (850) 838-3508; email victorblancomar@ufl.edu, to develop the final project plan and coordinating GPS locations for every deployment.

Administrative Duties of Awarded Contractor

The Awarded Contractor will perform all administrative functions associated with soliciting resources and participation including providing any required records or other documentation to Taylor County.

Liability

The Awarded Contractor shall be responsible for expenses, costs and liability resulting from the project. Payment to project participants and subcontractors secured by the awarded Contractor will be the sole responsibility of the awarded contractor. The awarded Contractor shall not hold Taylor County responsible for any liability incurred as part of the project.

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Construction 2019-20	FWC Agreement No.	19046
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1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOODS / SERVICES

The objective of this activity is to construct a marine artificial reef complex by deploying at least 48 pre-fabricated concrete modules at least 3 feet tall creating 8 patch reefs within the Buckeye Reef permitted area. Each module will be placed at designated locations within the boundaries of the permitted area, which is located 20.5 nm southwest of Keaton Beach at a depth of 45-50 ft.

The artificial reef construction activity to be funded consists of the following elements:

MATERIALS

1. Artificial reef materials must consist of a total of at least 48 pre-fabricated concrete artificial reef modules, or other concrete structures acceptable to the **COMMISSION**. All 48 modules must be at least 3 feet tall with a base diameter of at least 4 feet and weigh at least 1 ton.
2. Pre-fabricated modules must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi). Pre-fabricated modules shall consist of concrete with no exposed metal framework. Pre-fabricated modules will be designed with multiple openings of various sizes all the way through the outer surface to allow for water circulation and access by fish.
3. Open-bottom pre-fabricated reef modules may not be used unless the module has a top opening sufficiently large to allow for turtle escapement. Approved open-bottom modules include:
 - a. Three-sided modules where each side of the top opening is at least 36-in in length along its edge.
 - b. Four or more sided modules where each side of the top opening is at least 40-in in length along its edge.
 - c. Modules with a round opening with a diameter of at least 40-in (oval openings are not allowed unless a 40-in diameter circle space can fit within the oval).
 - d. Modules that are approved by the **COMMISSION** as being turtle friendly.
4. No open-bottom modules are allowed that include additional modules, discs, or other materials stacked, placed on or immediately adjacent to the top opening, as they may prevent turtles from easily escaping.
5. All artificial reef materials shall be clean and free from dirt, asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free floating material or other deleterious substances.
6. The **GRANTEE** shall evaluate the structural integrity of each pre-fabricated module proposed for use, and shall eliminate from artificial reef material consideration all badly damaged modules that would be prone to break apart during the transport and/or deployment process.

RE: Artificial Reef Construction - Consultation

Kenneth Dudley <county.engineer@taylorcountygov.com>

Tue 04/28/2020 4:22 PM

To: Blanco, Victor <victorblancomar@ufl.edu>; LaWanda Pemberton <LPemberton@taylorcountygov.com>;

Cc: Wiggins, Lori C <lwiggins@ufl.edu>;

[External Email]

No issues. The more the merrier.

From: Blanco, Victor <victorblancomar@ufl.edu>

Sent: Tuesday, April 28, 2020 3:27 PM

To: LaWanda Pemberton <LPemberton@taylorcountygov.com>

Cc: Wiggins, Lori C <lwiggins@ufl.edu>; Kenneth Dudley <county.engineer@taylorcountygov.com>

Subject: Re: Artificial Reef Construction - Consultation

Lori and Kenneth,

Do you have any objection to make the changes proposed in the scope of the project (increase the number of modules to 64 - instead of 48) and keep the project contract within the grant allowable budget?

VICTOR

From: Blanco, Victor

Sent: Tuesday, April 28, 2020 3:26 PM

To: LaWanda Pemberton

Cc: Wiggins, Lori C; Kenneth Dudley

Subject: Re: Artificial Reef Construction - Consultation

Lawanda,

I took the packet to Marsha today to be included in the Agenda for next week Board's meeting. In the light of FWC no objection to increase the number of modules for this project and keep it between the grant budget I can request the Contractor to sign a new contract and replace it in the packets by tomorrow at noon. I can also, include a copy of the consultation email to FWC as proof of no objection to the changes in the scope of the project.

VICTOR BLANCO

Marine and Natural Resources Extension Agent

Sea Grant UF/IFAS Extension - Taylor County

203 Forest Park Dr.

Perry, FL 32348-6340

Phone: 850-838.3508 Ext. 305

Cell: 786-449.9677

victorblancomar@ufl.edu

See our video

From: Renchen, Jeffrey <Jeffrey.Renchen@MyFWC.com>

Sent: Tuesday, April 28, 2020 12:35 PM

To: Blanco, Victor

Cc: Mille, Keith; Wiggins, Lori C; LaWanda Pemberton; Kenneth Dudley

Subject: RE: Artificial Reef Construction - Consultation

[External Email]

Hey Victor,

Your question about amending the project contract to increase the number of modules will need to be answered by the procurement staff at the county. However, from our standpoint it is always better to completely spend down grant funds rather than leaving a surplus. Increasing the modules will obviously still fulfill the minimum module requirement of our agreement and meets the maximum allowable funds, so we have no issue there.

In terms of fish productivity (specifically gag), Lindberg found higher residence times on the larger (16-cube) reefs compared to the smaller (4-cube) reefs but smaller size and growth rate. Meaning, the larger reefs accumulated more smaller gag with higher survivorship rates (due to more shelter) but competition for food between gag resulted in lower growth rates. I think this highlights the importance of providing enough forage area around the cube reefs and the impact of density-dependent growth.

That being said, you could try deploying one 4-cube reef off one side of the barge and the other 4-cube off the opposite side of the barge. This would spread out the material by ~50 ft and also increase the amount of forage area compared to placing the reefs adjacent to one another. Although, I know deploying material as close as possible is beneficial for divers and easier for anglers to find. You could even turn this into a pseudo-experiment where some of the reefs are spread out by deploying on opposite sides of the barge and other reefs are consolidated by trying to deploy adjacent to one another. Who knows, your monitoring data may not show any difference due to the spacing effect but that is still informative in and of itself.

Regardless of how you decide to deploy the material, we have no issues with increasing the amount of modules which results in larger patch reefs (As long as you get the green light from the county to modify the project how you described). Please feel free to email or call me (850-528-3613) if you would like to have any further discussion about this.

Cheers,

Jeff Renchen, Fisheries Biologist IV
Division of Marine Fisheries Management–Artificial Reef Program
Florida Fish and Wildlife Conservation Commission
1875 Orange Ave. East
Tallahassee, FL 32311
Office: 850-617-9634
Mobile: 850-528-3613
Email: jeffrey.renchen@myfwc.com

From: Blanco,Victor <victorblancomar@ufl.edu>
Sent: Tuesday, April 28, 2020 11:07 AM
To: Renchen, Jeffrey <Jeffrey.Renchen@MyFWC.com>
Cc: Mille, Keith <keith.mille@MyFWC.com>; Wiggins,Lori C <lwiggins@ufl.edu>; LaWanda Pemberton <LPemberton@taylorcountygov.com>; Kenneth Dudley <county.engineer@taylorcountygov.com>
Subject: Artificial Reef Construction - Consultation

[EXTERNAL SENDER] Use Caution opening links or attachments
Hi Jeff,

I've been discussing with the lowest price bidder contractor (D&L), about the possibility to be more cost-effective in the use of the grant funds and the total budgeted amount. The original decision to deploy 6 modules per patch reef was a combination of ecologic, marketing and economic factors as: 1) Lindberg's research concluded that increasing the number of modules will reduce the fish biomass it can sustain, so 4 to 6 made not a big difference in the impact of fish aggregation in the proposed design for the recreational fishing; 2) for diving purposes, it is more attractive to explore more material in an average 20 min bottom time dive, so changing from 4 to 6 modules made sense; and 3) due to budget restriction we were aware that the number of modules requested in the bidding proposal with the determined budget only would allow the acquisition of Lindberg-like modules.

Now, discussing with the contractor, from the logistic point of view, they have the equipment to deploy four (4) modules at the time; so, deploying 6 modules will make them use the crane twice, first with 4 modules and then with 2. As they did not reached the total allocated budget for the project, they proposed to deploy eight (8) modules per site, instead of the 6 originally defined. D&L's initial proposal to deploy 48 modules (6 modules x 8 sites) was for \$47,808, which represents a cost of **\$996/module** (including construction, transport and deployment). They sent me the attached proposal to deploy 64 modules (8 modules x 8 sites) for \$60,000, which represents a cost of **\$937,50/module**. This is a **cost reduction of \$58,50/module**.

Our monitoring results in the last 2 years have shown that fish abundance in scrap metal is significantly higher than in other reef types, but there are not significant difference in the abundance of pyramids, culverts and Lindberg cubes. Despite cube modules show a relative lower ecological profile compared to other materials, they still do great holding important sportfish species, like gag and red groupers that anglers target during recreational fishing.

We would like to know your opinion about the possibility to amend the project contract and scope to increase the number of modules per site and spend the total budget amount, which will benefit the

project from all perspectives as the resources are more cost-effectively used, we support the ecological processes, it is logistically easier for the contractor, and has a greater potential impact on recreational fishing and diving.

This proposed change does not affect the result of the bidding process as the other bidder (Walter Marine) cost per module was 20% higher (\$1,200/module) than the proposed by D&L.

Due to County timeframes and procedures, today I'm sending the Contract with D&L to be included in the Board meeting Agenda for next week (May, 4th). Because of the pandemic, they are reducing the number of meetings per month and I don't want to reduce time window for the contractor to finish the project, as the due date for the project is August 1st. I would propose to include an Amendment to the contract, adding the proposed changes if approved by FWC.

Look forward to your comments.

Best,

VICTOR BLANCO

Marine and Natural Resources Extension Agent
Sea Grant UF/IFAS Extension - Taylor County
203 Forest Park Dr.
Perry, FL 32348-6340
Phone: 850-838.3508 Ext. 305
Cell: 786-449.9677
victorblancomar@ufl.edu

[See our video](#)



D & L Contracting, LLC
Post Office Box 116
Suwannee, Florida 32692
352-542-8389-office
352-578-4076-cell
dlcontracting@dlcontractingllc.com

April 27, 2020

Taylor County BOCC
108 N Jefferson St. Suite 102
Perry, FL 32347

Marine and Natural Resources Extension Agent
Sea Grant UF/IFAS Extension - Taylor County
Victor Blanco
203 Forest Park Dr.
Perry, FL 32348-6340

Re: Artificial Reef
FWC Agreement No. 19046

Mr. Blanco,

We would like to construct, transport and deploy an additional 16 cubes with a total of 64 cubes. We would deploy 2 sets of 4 cubes approx. 75' apart at each 8 locations. This would make a total of 8 cubes per site. This would also reduce the cost per cube.

Total price to construct, transport & deploy 64 cubes: \$60,000.00

Sincerely,

Carly Gray

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW PROPOSAL SUBMITTED FOR PROFESSIONAL SERVICES FOR HEARING OFFICER AND PLANNING BOARD ATTORNEY.

**MEETING DATE REQUESTED:**

MAY 4, 2020

Statement of Issue:

THE BOARD TO CONSIDER PROPOSAL SUBMITTED FOR A HEARING OFFICER FOR CODE ENFORCEMENT AND ANIMAL CONTROL AND PLANNING BOARD ATTORNEY.

Recommended Action:

APPROVE CONTRACTS AND FEE SCHEDULE

Fiscal Impact:

LEGAL FEES FOR SERVICES

Budgeted Expense:

PARTIALLY BUDGETED

Submitted By:

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact:

850-838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: ATTORNEY RAY CURTIS RESIGNED AS PLANNING BOARD ATTORNEY AND SPECIAL MAGISTRATE IN THE FALL OF 2019. AS A RESULT OF THIS OCCURRENCE, STAFF PREPARED AN RFQ FOR ADVERTISING IN THE LOCAL NEWSPAPER. THE ADVERTISEMENT WAS NOTICED IN THE LOCAL NEWSPAPER ON DECEMBER 18, 2019 AND DECEMBER 27, 2019.

STAFF RESPECTFULLY REQUESTS THAT THE BOARD REVIEW THE PROPOSAL SUBMITTED AND CONSIDER APPROVAL OF DRAFT CONTRACTS.

Options:

APPROVE DRAFT CONTRACTS AND FEE SCHEDULE
CHOOSE TO CONTINUE ADVERTISEMENT

Attachments:

COPY OF ADVERTISEMENT
PROPOSAL FROM LEENETTE W. MCMILLAN

McMillan Law Office, PA
Leenette W. McMillan, Attorney

152 West Main Street, Suite C
P.O. Box 1388 (mailing address)
Mayo, Florida 32066

386 294 1688 - phone
386 294 1689 - fax

February 5, 2020

LaWanda Pemberton (via email only)
Taylor County Administrator
Administrative Complex
201 East Green Street
Perry, Florida 32347

RE: Proposal – Fee for Professional Services

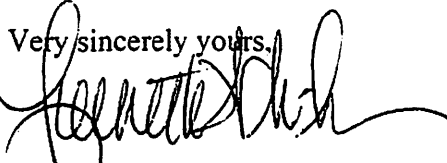
Dear Mrs. Pemberton:

Please see below my proposed fees for services to serve as the Taylor County Planning Board Attorney, Code Enforcement Magistrate and Dangerous Dog Magistrate.

1. \$500.00 per meeting/hearing. This includes up to 1.5 hours for the meeting/hearing, any magistrate orders following hearings, and travel to and from Perry.
2. For meetings/hearings lasting in excess of 1.5 hours, a fee of \$160.00 per hour will be charged in increments of .25 hours (\$40.00 per every .25 hours over 1.5 hours)
3. \$160.00 per hour for research, before or after the meeting/hearing, or meeting preparation for Planning and Zoning.
4. County will be invoiced once each month.

Should you or the County Commission require additional information, please do not hesitate to contact me. A current CV is attached for the file.

Very sincerely yours,



Leenette W. McMillan

Leenette W. McMillan

McMillan Law Office, PA
152 W Main Street, Suite C
Post Office Box 1388
Mayo, Florida 32066
386-294-1688
mcmillanlaw@windstream.net
Florida Bar Number: 0075779

QUALIFICATIONS AND BACKGROUND

Professional Experience

MCMILLAN LAW OFFICE, PA
(Established 1998-Mayo, Florida)

General Practice with emphasis in the areas of real estate and real property, estate planning, probate, local government, employment law, contracts, Florida corporations and LLCs.

Work with or have worked with the following:

Lafayette District School Board, Board Attorney/General Counsel
Dixie District School Board, Board Attorney/General Counsel
Three Rivers Regional Library, Board Attorney/General Counsel
City of Perry, General Magistrate
Lafayette County Board of County Commissioners, Board Attorney/General Counsel
Dixie County Board of County Commissioners, Board Attorney/General Counsel
Steinhatchee Water Association, Board Attorney
Office of the State Attorney, 3rd Judicial Circuit, Assistant State Attorney
Federal District Court, Tallahassee, Law Clerk to Federal Judge Maurice Paul

EDUCATIONAL BACKGROUND

Florida State University
College of Law, JD 1995

Oxford University College of Law
England, 1993

Florida State University
B.S. Magna Cum Laude 1991

Admitted to the Florida Bar 1996

**Church and Community
Involvement**

Mayo Methodist Church

Pianist

Chairman of the Board

Mayo Rotary

Secretary/Program Chair – current

Past President

RYLA: Youth Leadership Awards Advisor

& Group Leader 2006-current

LHS Interact Advisor

(Youth Service Organization) 2008-2014

2009 Rotary Service of Above Self Award

Florida United Methodist Children's Home

Board of Trustees, 2010-2014, Past Vice Chair

Organization that serves at risk youth

Florida Association of County Board Attorneys

Board of Directors, 2010-2018

North Florida Community College

Foundation Board of Directors 2008-2014

2008 Outstanding Alumni

Commencement Speaker 2012

Third Circuit Bar Association

Past President

Lafayette County Chamber of Commerce

Past President

FSU College of Law

Student Bar Association President

Pro Bono Legal Work

2012 Florida Bar Pro Bono Award

**Active Member Voluntary Pro Bono Attorney
Program**

Three Rivers Legal Services

Elder Law & Non Profit Organizations

1998 – current

*Provide free legal services to the elderly in the
areas of basic estate planning & real estate;*

*Provide free legal services to non-profit
organizations and churches in the areas of
incorporation and basic litigation.*



Hobbies & Interests

Travel

Spending time in North Carolina

Piano

Basketball

(hold LHS high school single game scoring record)

Quilting

REFERENCES AVAILABLE UPON REQUEST

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

March 4, 2020

VIA E-MAIL AND REGULAR MAIL

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

Dear LaWanda:

I have reviewed what attorney McMillan wanted in the Contract for Professional Services and put them in the Contract.

I enclose the Contract with the enclosed fee schedule.

Please present it to the Board and Ms. McMillan.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Annie Mae Murphy (via e-mail)

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is executed this ____ day of _____, 2020, by and between the Taylor County Board of County Commissioners (hereinafter referred to as the "County") on the one hand, Leenette McMillan, on the other hand (hereinafter referred to as "Hearing Officer").

IT IS AGREED that for and in consideration of the mutual covenants contained herein the sufficiency of which is hereby acknowledged, the parties hereto consent to and shall comply with the following terms and conditions:

1. The County agrees to employ the services of the Hearing Officer to serve as a Hearing Officer for all actions involving code enforcement issues being brought pursuant to the County's Code of Ordinances.
2. The Hearing Officer agrees that it will make itself available no less than one time a month to hear actions brought by the County's Code Enforcement Officers. In return the parties agree that it is in their mutual best interests that a regularly scheduled date be set aside each month for conducting hearings, and for that reason, the parties have set aside the 2nd Thursday of each month for hearings. The parties also agree, that on occasion, a need may arise to conduct hearings on more than one day in a given month.

Unless other arrangements are made, the hearings will be conducted in the County Commission meeting room located at Board of County Commission Meeting Room, Taylor County Administrative Complex, Old Post Office Building in Perry, Florida. The County will provide a bailiff and be responsible for recording the hearings.

3. The County agrees that if circumstances prevent Leenette McMillan from hearing a certain dispute, the County will make arrangements for retaining a different Hearing Officer to hear the action involving the party creating the conflict of interest.
4. In return for these services, the County agrees to pay Leenette McMillan as articulated on the attached fee schedule.
5. The County acknowledges and agrees that under Florida Law the Hearing Officer is prohibited from providing legal advice to the County.
6. The County acknowledges and agrees that it is inappropriate for the Hearing Officer to visit an address to inspect the subject matter of the dispute ex parte, or to converse with the private parties involved in the dispute.
7. The County agrees to provide the Hearing Officer with a copy of the Code of Ordinances of Taylor County, Florida, and any other rules, regulations, or codes that the Hearing Officer must consider when ruling upon an action.
8. Either party may terminate this contract within 30 days-notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date and year first above written.

TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: _____
PAM FEAGLE, Chairman

Approved as to form for Taylor County
Board of County Commissioners:

LAWANDA PEMBERTON, County
Administrator

BY: _____
LEENETTE McMILLAN

Approved as to form for Taylor County
Board of County Commissioners:

CONRAD C. BISHOP, JR., County Attorney

ATTACHMENT

FEE SCHEDULE

1. \$500.00 PER MEETING/HEARING. This includes up to 1.5 hours for the meeting/hearing, any magistrate orders following hearings, and travel to and from Perry.
2. For meetings/hearings lasting in excess of 1.5 hours, a fee of \$160.00 per hour will be charged in increments of .25 hours (\$40.00 per every .25 hours over 1.5 hours)
3. \$160.00 per hour for research, before or after the meeting/haring, or meeting preparation for Planning and Zoning.
4. County will be invoiced once each month.

REQUEST FOR QUALIFICATIONS

The Board of County Commissioners of Taylor County is requesting qualifications for an Attorney at Law for the following:

Planning Board Attorney

Animal Control Hearing Officer

Code Enforcement Hearing Officer

The attorney must be a member of good standing with the Florida Bar, and be familiar with the Taylor County Comprehensive Plan and the Taylor County Land Development Regulations. The retainer and hourly rate will be negotiated. Attorneys interested in any, or, all of the listed positions are requested to present their written interest and qualifications to the County Administrator, LaWanda Pemberton by January 24, 2020, at 5:00 p.m. Mrs. Pemberton's address is Administrative Complex, 201 East Green Street, Perry, Florida 32347. No faxes will be accepted. After the qualifications are reviewed, the Board of County Commissioners will decide who to interview at their meeting. Any questions should be directed to the Board's attorney, Conrad C. Bishop, Jr., Post Office Box 167, Perry, Florida 32348 (850) 584-6113.

LaWanda Pemberton

From: LaWanda Pemberton
Sent: Friday, December 20, 2019 8:29 AM
To: Gary Knowles
Subject: FW: Attorney RFQ legal ad
Attachments: Attorney RFQ 2019.doc

Please print for AMM, thank you !

From: Danny Griner
Sent: Monday, December 16, 2019 8:02 AM
To: Classifieds@Perrynewspapers. Com (classifieds@perrynewspapers.com) <classifieds@perrynewspapers.com>
Cc: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: Attorney RFQ legal ad

Please run the attached advertisement in the legal section of the newspaper on Wednesday, December 18th and Friday, December 27th.

Thanks,
Danny

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

March 9, 2020

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

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

Re: Planning Board Attorney Agreement

Dear LaWanda:

Enclosed please find the changed Agreement on the Planning Board Attorney.

If you have a question, please let me know.

Thank you very much and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Annie Mae Murphy
Mr. Danny Griner

AGREEMENT

TAYLOR COUNTY, hereinafter referred to as the "County" and
LEENETTE McMILLAN, Attorney at Law, hereinafter referred to as "Attorney"
enter into the following Agreement:

WITNESSETH

1. The County is in need of an attorney to advise and meet with the
Taylor County Planning Board.
2. That the "Attorney" has agreed to be that attorney and attend the
Planning Board Meetings and advise the Board on matters that come
before the Board.
3. That this Agreement shall be for the period of time from April 1, 2020
until March 31, 2021 and may be renewable each year at the
discretion of the County.
4. In return for these services, the County agrees to pay Leenette
McMillan as articulated on the attached fee schedule.
5. That the "Attorney's" responsibilities include but are not limited to:
 - a. Attending the Planning Board's meetings.
 - b. Offering advice to the Planning Board on the interpretation of
the County's Land Development Regulations and
Comprehensive Plan.

c. Research questions on planning that come before the Board
and giving the Board legal advice.

6. That either party may terminate this Agreement at any time by giving
the other party thirty (30) days written notice of the intention to
terminate this Agreement.

7. The Agreement cannot be assigned by either party without the other
party's written consent.

THIS AGREEMENT dated this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PAM FEAGLE, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk

LEENETTE McMILLAN, Attorney at Law

FEE SCHEDULE

1. \$500 per meeting. This includes up to 1.5 hours for the meeting and any travel to and from Perry.
2. For meetings lasting in excess of 1.5 hours, a fee of \$160.00 per hour will be charged in increments of .25 hours (\$40.00 per every .25 hours over 1.5 hours)
3. \$160.00 per hour for research, before or after the meeting, or meeting preparation.
4. County will be invoiced once each month.

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

March 4, 2020

VIA E-MAIL AND REGULAR MAIL

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

Dear LaWanda:

Pursuant to your request, please find enclosed an Agreement for the Planning Board Attorney.

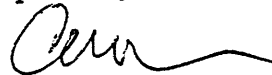
It is essentially the same agreement I prepared for Mr. John Weed.

I left blanks to be filled in.

If you have additions, deletions and/or corrections, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Annie Mae Murphy (via e-mail)

AGREEMENT

TAYLOR COUNTY, hereinafter referred to as the "County" and
LEENETTE McMILLAN, Attorney at Law, hereinafter referred to as "Attorney"
enter into the following Agreement:

WITNESSETH

1. The County is in need of an attorney to advise and meet with the
Taylor County Planning Board.
2. That the "Attorney" has agreed to be that attorney and attend the
Planning Board Meetings and advise the Board on matters that come
before the Board.
3. That this Agreement shall be for the period of time from
_____ until _____
and may be renewable each year at the discretion of the County.
4. That the "Attorney" shall be paid by the County at a rate of \$_____per
hour and by the 23rd of each month the "Attorney" shall submit an
itemized statement of his time to the Clerk of the Circuit Court of
Taylor County for said statement to be approved by the Board of
County Commissioners of Taylor County, Florida at their regular
meeting.
5. That the "Attorney's" responsibilities include but are not limited to:

- a. Attending the Planning Board's meetings.
 - b. Offering advice to the Planning Board on the interpretation of the County's Land Development Regulations and Comprehensive Plan.
 - c. Research questions on planning that come before the Board and giving the Board legal advice.
6. That either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of the intention to terminate this Agreement.
 7. The Agreement cannot be assigned by either party without the other party's written consent.
 8. The County shall reimburse the attorney for any out of pocket expenses.

THIS AGREEMENT dated this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PAM FEAGLE, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk

LEENETTE McMILLAN, Attorney at Law

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO RECEIVE UPDATE REGARDING THE LEASE OF YATES CREEK.



MEETING DATE REQUESTED:

MAY 4, 2020

Statement of Issue:

Recommended Action:

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE LEASE WITH CLARK PROPERTIES WILL BE EXPIRING IN JUNE OF 2020. THE COUNTY ADMINISTRATOR AND COUNTY ATTORNEY MET WITH MEMBERS OF THE CLARK PROPERTIES GROUP IN FEBRUARY OF 2019 AND DISCUSSED THE TERMS OF THE LEASE. DURING THIS MEETING THE FAMILY REPRESENTATIVE INDICATED THAT THE FAMILY WOULD NOT BE INTERESTED IN RENEWING THE LEASE DUE TO LIABILITY ISSUES; HOWEVER, THE COUNTY ADMINISTRATOR HAS REACHED OUT TO THE FAMILY TO REQUEST A POSSIBLE EXTENSION OF THE LEASE.

DUE TO THE TERMS OF THE LEASE THE COUNTY HAS MAINTAINED THE ROAD THROUGH THE PROPERTY TO FACILITATE PUBLIC ACCESS.

Options: NEGOTIATE EXTENSION OF LEASE
DO NOT CONSIDER EXTENSION
CONSIDER GRANT OPPORTUNITY FOR PURCHASE

Attachments: LEASE COPY
EMAIL FROM CLARK PROPERTIES

Original to
Cmoeck 07/13/10

AGREEMENT

THIS AGREEMENT entered into the 10th day of June, 2010, by and between **CLARK PROPERTIES OF TAYLOR COUNTY, LLC**, a Florida Limited Liability Company, with its address being 111 Lindsey Island Road, Perry, Florida 32348, (hereinafter referred to as 'Clark') and **TAYLOR COUNTY, FLORIDA**, a Florida political subdivision, with its address being 201 E. Green Street, Perry, Florida 32347 (hereinafter referred to as the 'County').

RECITALS

WHEREAS, Clark is seized of an estate in fee simple of a parcel of land set forth and described in Exhibit A attached to and made a part of this Agreement, and

WHEREAS, a road runs through, across and over the land described in Exhibit A which is referred to as Yates Creek Road (hereinafter referred to as the 'Road') with the road being more specifically set forth and described in Exhibit B attached to and made a part of this Agreement, and

WHEREAS, the parties have engaged in conversations concerning whether the road may be considered, in part, subject to public use, and

WHEREAS, the County does not waive its right of sovereign immunity, the provisions of Chapter 768.28 or any claims which it may have to the road, and boat ramp, and

WHEREAS, it is not the intent of the parties to this Agreement to consider, nor determine, the full and free right and liberty of the public to use the road except as provided in this Agreement, and

WHEREAS, the parties desire to enter into this agreement for the purpose of the County and the public to use the road and the boat ramp at Yates Creek.

NOW THEREFORE, in consideration of the mutual covenants, provisions and premises set forth herein and other valuable consideration the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows:

1. The recitals hereinabove set forth are true, correct and incorporated by reference in this Agreement.
2. The County, together with its employees, agents and invitees, which includes the public, shall be entitled to full and complete right of access, ingress and egress, in, over, across, through and upon the Road and boat ramp and through the land described in Exhibit A.
3. The County shall retain the services of a licensed Florida surveyor for the purpose of providing a description of the road and boat ramp, which upon completion said description shall be attached to this Agreement as Exhibit B.

3. (A). The County shall pay to Clark the sum of \$1.00 per year.

4. The parties shall not construct any building or structure upon the Road without the written consent of the other; provided however, that the County may make improvements to the Road and boat ramp, construct signage, fencing and other improvements incident to its right of use of the Road and the boat ramp. Clark shall also remove the poles that have been put on the property.

5. Clark shall not be obligated to maintain or improve the Road and boat ramp or ensure that it is passable during the term of this Agreement. The County is granted the right to maintain and improve the Road and boat ramp at its own cost and expense. The County shall provide Clark with written notice prior to the commencement of any activities related to the maintenance and improvements of the Road and boat ramp. The County shall use every reasonable effort to prevent damage to the lands described in Exhibit A. Any damage resulting from or attributable to County's maintenance or improvement of the Road and boat ramp shall be repaired within a reasonable period of time at the County's expense.

6. The County shall indemnify and hold Clark harmless from any and all loss, damage, costs, claims, suits, liabilities or expenses, including reasonable attorney's fees and costs including any appeals, by virtue of any default or breach of the County of any of its obligations to maintain and improve the Road and boat ramp or by virtue of any injury or death of persons or damage to property caused by any negligent or wrongful act or omission of the County.

7. Clark shall indemnify and hold the County harmless from any and all loss, damage, costs, claims, suits, liabilities or expenses, including reasonable attorney's fees and costs including any appeals, by virtue of any default or breach of Clark of any of its obligations to maintain and improve the Road and boat ramp or by virtue of any injury or death of persons or damage to property caused by any negligent or wrongful act or omission of Clark.

8. The term of this Agreement shall be for a period of ten (10) years commencing upon the date of execution of the Agreement by both parties with an option to renew for an additional ten (10) years. The County and Clark shall work cooperatively to seek funding for the purchase of the property.

9 General Provisions.

9.1 All provisions, conditions, covenants, restrictions, obligations and agreements contained in this Agreement are made for the direct, mutual and reciprocal benefit of each and every part of the Land; and shall be binding on and inure to the benefit of the Parties and their successors and assigns.

9.2 If any action, lawsuit or proceeding is instituted by any of the parties arising from or related to, or with this Agreement, the prevailing party in the action, lawsuit or proceeding shall be entitled to recover from the other party all of its costs of the action, lawsuit or

proceeding, including, without limitation, reasonable attorney's fees and costs as determined by a court of competent jurisdiction.

- 9.3 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of it and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties to this Agreement, oral or written, are superseded and merged in this Agreement.
- 9.4 This Agreement shall be governed by and construed under the laws of the State of Florida without choice of law rules. The venue for any action, lawsuit or proceeding arising out of or relating to this Agreement shall be in Taylor County, Florida.
- 9.5 Specifically the County gives up no right to claim a prescriptive easement on the road and the boat ramp.
- 9.6 No modification, waiver, amendment, discharge, or change to this Agreement shall be valid unless the same is in writing and signed by the parties to this Agreement.
- 9.7 Unless otherwise specifically provided for in this Agreement, all notices, demands or other communication given shall be in writing and shall be deemed to have been duly given and received (a) on personal delivery; or (b) as of the date sent by facsimile (if sent prior to 5:00 p.m. Eastern Standard Time and if receipt has been acknowledged by the receiving machine); or (c) as of the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above; or (d) on the immediate succeeding business day after deposit with Federal Express or another similar overnight delivery system. Any Party to this Agreement may from time to time, by written notice to the other, designate a different address that shall be substituted for the one above specified.
- 9.8 All provisions of this Agreement shall inure to the benefit of and shall be binding on the successors and assigns of the parties.
- 9.9 Either party may terminate this Agreement by giving six (6) months written notice to the other party. Termination shall occur upon receipt as set forth in paragraph 9.7. Upon termination, this Agreement shall become null and void and no longer of any force or effect.
- 9.10 No act by any party shall be construed to be a waiver of any provision of this Agreement, unless the waiver is in writing and signed by the Party affected. Either Party may specifically waive any breach of this Agreement by the other Party, but that waiver shall not constitute a continuing waiver of similar or other breaches.

- 9.11 This Agreement may be executed in counterparts, each of which, when taken together, shall be deemed one fully executed original.
- 9.12 If any part of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining parts of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.
- 9.13 The County shall have the right of first refusal to purchase the Clark's real property which is described in Exhibit "A" which is attached to this Agreement and made a part hereof. Upon the receipt of a written arms length bonafide offer to purchase the real property described in Exhibit A, Clark shall provide the County with a copy of the written offer and the County shall have sixty (60) days from receipt of the written offer to accept or reject the offer.
- 9.14 Time is of the essence as to each and every provision of this Agreement.

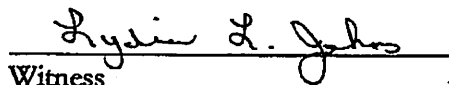
IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the date hereinabove first set forth, or as otherwise provided herein.

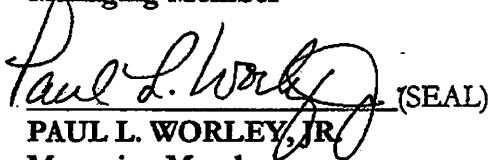
Signed, sealed and delivered
in the presence of:

**CLARK PROPERTIES OF
TAYLOR COUNTY, LLC**
a Florida Limited
Liability Company


Witness
Print Name: Michael S. Smith


(SEAL)
DEBORAH C. CASEY
Managing Member


Witness
Print Name: Lydia L. Johns


(SEAL)
PAUL L. WORLEY, JR.
Managing Member

STATE OF FLORIDA,
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this 4th day of September, 2009, by **DEBORAH C. CASEY and PAUL L. WORLEY, JR., AS Managing Members of CLARK PROPERTIES OF TAYLOR COUNTY, LLC, a Florida Limited Liability Company**, who personally appeared before me at the time of notarization.



NOTARY:

Lydia L. Johns
☒ personally known to me
☐ produced _____
As identification

Signed, sealed and delivered
in the presence of:

TAYLOR COUNTY, FLORIDA
a Florida political subdivision

Jack R. Brown
Witness
Print Name: Jack R. Brown

Mark Wiggins (SEAL)
By: Mark Wiggins
As: Chairman

Annie Mae Murphy
Witness
Print Name: Annie Mae Murphy

STATE OF FLORIDA,
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this 10th day of June, 2009, by _____, AS _____ of **TAYLOR COUNTY, FLORIDA**, a Florida political subdivision, who personally appeared before me at the time of notarization.

(SEAL)

NOTARY:

Auranda Romero
☒ personally known to me
☐ produced _____
As identification

THE LEGAL DESCRIPTION ON EXHIBIT "A"
IS NOT THE LEGAL DESCRIPTION ON THE
SURVEY. PLEASE CORRECT AND RETURN
TO THE CLERK FOR RECORDING.

July 2/7/10
JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

WHEN AGREEMENT IS FULLY EXECUTED,
IT WILL NEED TO BE RECORDED IN THE
CLERK'S OFFICE.

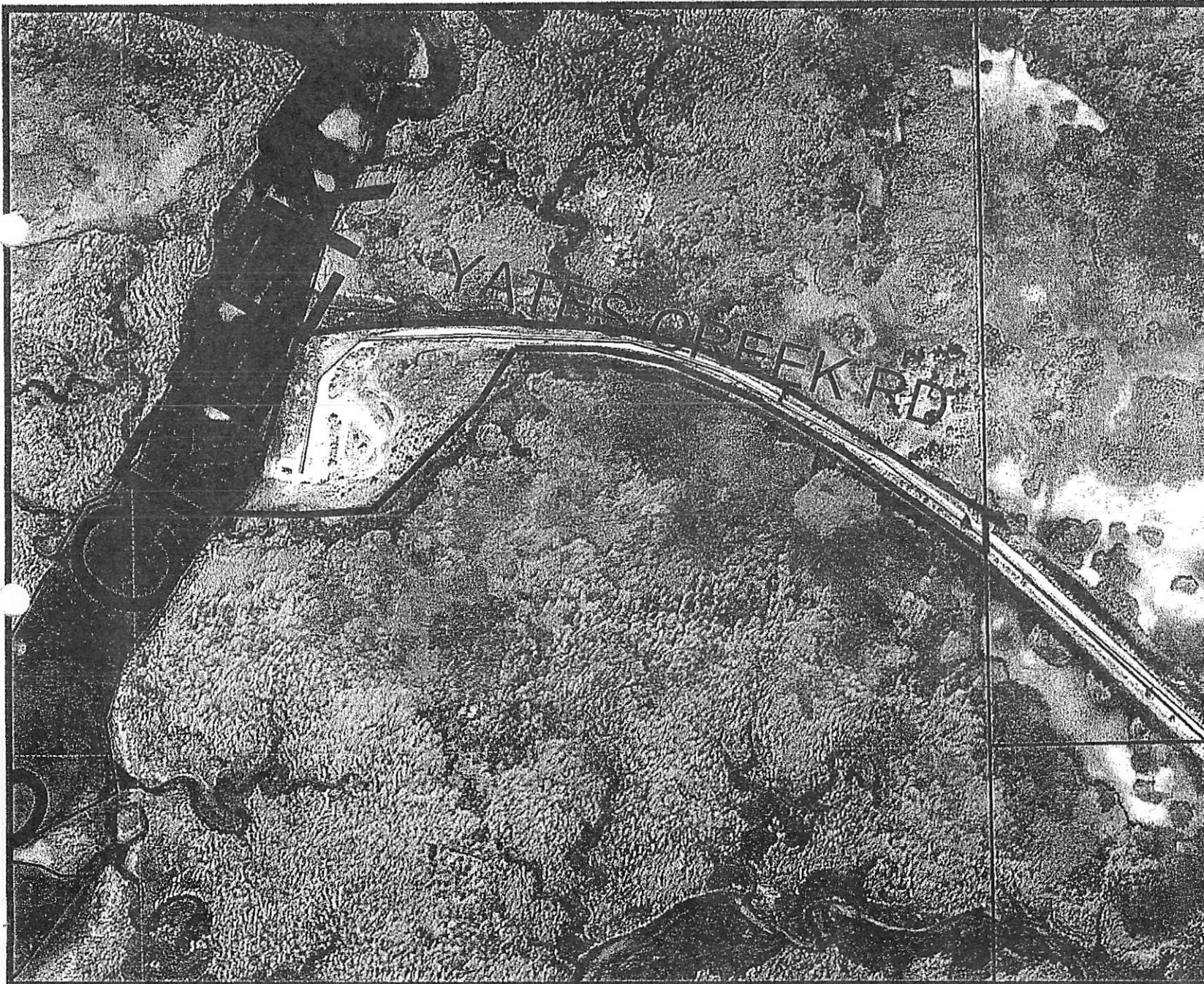
WILL ALSO NEED A LEGAL-SIZED COPY
OF THE SURVEY TO GO WITH THE
DOCUMENTS TO BE RECORDED, AS
SAME IS AN EXHIBIT TO THE
AGREEMENT.



Bruce A. Ratliff
Taylor County Property Appraiser
For Assessment Purposes Only

EXHIBIT "B"

0 100 200 400
Feet



Legend

- OUTLINE
ROADS
TYPE
— STATE ROAD
— PAVED
— GRADED
PRIVATE
— ALLEY
— BRIDGES
+ RAILROAD
— UNIMPROVED
— PARCEL LINES
□ Parcel
PLSS LINES
TYPE
--- FORTY
--- QUARTER
— SECTION
— TWRNG

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

Certified Copy

I certify the attached is a true and correct copy of the Articles of Organization of CLARK PROPERTIES OF TAYLOR COUNTY, LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on August 25, 2009, as shown by the records of this office

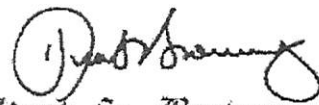
I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L09000081773.

Authentication Code: 090825094925-900159555619#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Fifth day of August, 2009




Kurt S. Browning
Secretary of State

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L09000081773
FILED 8:00 AM
August 25, 2009
Sec. Of State
shawkes

Article I

The name of the Limited Liability Company is:
CLARK PROPERTIES OF TAYLOR COUNTY, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
111 LINDSEY ISLAND ROAD
PERRY, FL. US 32348

The mailing address of the Limited Liability Company is:
111 LINDSEY ISLAND ROAD
PERRY, FL. US 32348

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
DEBORAH C CASEY
111 LINDSEY ISLAND ROAD
PERRY, FL. 32348

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: DEBORAH C. CASEY

Article V

The name and address of managing members/managers are:

Title: MGRM
DEBORAH C CASEY
111 LINDSEY ISLAND ROAD
PERRY, FL. 32348 US

Title: MGRM
PAUL L WORLEY JR.
95228 SPRING BLOSSOM LANE
AMELIA ISLAND, FL. 32034 US

Signature of member or an authorized representative of a member

Signature: DEBORAH C. CASEY

L09000081773
FILED 8:00 AM
August 25, 2009
Sec. Of State
shawkes

LaWanda Pemberton

From: LaWanda Pemberton
Sent: Friday, February 21, 2020 11:33 AM
To: The Bishop Law Firm
Subject: FW: Yates Creek lease with Clark Properties
Attachments: 2010 Yates Creek Agreement working copy.pdf

Hi Conrad,

Do we need to update the Board on this particular agreement ? June will be here quickly.

Thank you,
LaWanda

From: LaWanda Pemberton
Sent: Monday, February 18, 2019 4:30 PM
To: The Bishop Law Firm <lawbishop@fairpoint.net>
Subject: FW: Yates Creek lease with Clark Properties

Conrad,

Please see below and attached.

Thanks,
LaWanda

From: Paul Worley [<mailto:plwita@msn.com>]
Sent: Saturday, February 16, 2019 11:39 AM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Cc: Elaine Hearstfield <echarts@gmail.com>; Ben Sessions <ghostdad1973@gmail.com>; Brian Casey <bcasey876@yahoo.com>
Subject: Yates Creek lease with Clark Properties

Ms Pemberton, I am the managing partner for The Clark Properties of Taylor County LLC. In 2009 we entered into a lease agreement with Taylor County government to lease the road and boat ramp at Yates Creek to the county for a lease fee of \$1 per year. We have not received your annual lease payment for several years now and the lease is coming to an end.

It is important that we review the circumstances around the lease and determine how to best resolve the issues involving the lease. The Clark Properties LLC are prepared to close Yates Creek to the public due to liability issues at the end of the current lease.

Please review the lease and contact me so that we may begin working on a workable solution to Yates Creek.

Regards,

Paul Worley

**mail: 1802 Ocean Village Pl
Amelia Island, FL 32034**

cell: 904-583-9088