

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, JULY 6, 2021
6:00 P.M.

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

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

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

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

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

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

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

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

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.
5. THE BOARD TO CONSIDER APPROVAL OF TRANSFER FROM GENERAL FUND RESERVE FOR CONTINGENCY, IN THE AMOUNT OF \$10,000, AND APPROVAL TO PAY REMAINING INVOICES (3) RECEIVED MONTHLY FOR SERVICES RENDERED OUTSIDE OF CONTRACTUAL SERVICES PROVIDED, PLUS THE CURRENT MONTH, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
6. THE BOARD TO CONSIDER APPROVAL OF TRANSFER FROM LANDFILL FUND RESERVE CAPITAL IMPROVEMENTS, IN THE AMOUNT OF \$132,000, AND APPROVAL TO PAY THREE (3) INVOICES TO AUCILLA AREA SOLID WASTE ADMINISTRATION FOR TRANSPORTATION EQUALIZATION COSTS, DUE TO DIXIE COUNTY, AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.
7. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT A SHORTFALL OF MONIES IN THE AFFORDABLE HOUSING FUND (2018-2019 GRANT), AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.
8. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE MSTU FUND, THE AFFORDABLE HOUSING FUND (2017-2018 GRANT) AND AFFORDABLE HOUSING FUND (2019-2020 GRANT), AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.
9. THE BOARD TO CONSIDER APPROVAL OF THE 2021-2022 SMALL COUNTY CONSOLIDATED SOLID WASTE MANAGEMENT GRANT APPLICATION, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
10. THE BOARD TO CONSIDER APPROVAL OF DRAFT CONTRACT WITH MONTGOMERY TECHNOLOGY SYSTEMS LLC, FOR THE TAYLOR COUNTY JAIL DOOR CONTROL PANEL REPLACEMENT, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

11. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO TRANSFER FUNDS FOR JAIL GENERATOR RENTAL AND REPAIR, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
12. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO TRANSFER FUNDS FROM ROAD AND BRIDGE RESERVES FOR EQUIPMENT, TO ROAD MATERIALS, FOR ADDITIONAL LIME ROCK TO REPAIR ROADS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
13. THE BOARD TO CONSIDER REQUEST TO RATIFY THE CHAIRPERSONS SIGNATURE ON NO COST TIME EXTENSION AMENDMENT FOR THE PLANNING AND DESIGN OF THE KEATON BEACH AND STEINHATCHEE BOAT RAMP CANAL DREDGING PROJECTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
14. THE BOARD TO CONSIDER APPROVAL OF THE ENVIRONMENTAL REVIEW FORM FOR CATEGORICAL EXCLUSION, REQUIRED FOR THE COUNTY TO RECEIVE FUNDING THROUGH THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (FDEO) REBUILD FLORIDA CDBG MITIGATION (CDBG-MIT) PROGRAM, FOR THE PURCHASE AND INSTALLATION OF AN AFFIXED GENERATOR AT THE JAIL, AS AGENDAED BY MELODY COX, GRANTS WRITER.
15. THE BOARD TO CONSIDER APPROVAL OF DRAFT MEMORANDUM OF UNDERSTANDING WITH ANDERSON-COLUMBIA FOR A NEW OFFSHORE ARTIFICIAL REEF IN TAYLOR COUNTY, AS REQUESTED BY VICTOR BLANCO, MARINE AGENT.
16. THE BOARD TO CONSIDER APPROVAL OF THE ANNUAL END OF YEAR RECAPITULATION OF ERROR & INSOLVENCIES FOR ALL AD VALOREM AND NON AD VALOREM TAX ROLLS FOR 2020, AS AGENDAED BY MARK WIGGINS, TAX COLLECTOR.

BIDS/PUBLIC HEARINGS:

17. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE TO AMEND COUNTY ORDINANCE 2004-4 (WHICH ESTABLISHED SPECIAL EVENT PERMIT REGULATING BUD-BOGGING).

PUBLIC REQUESTS:

18. THE BOARD TO CONSIDER APPROVAL OF APPLICATION FOR RESIDENTIAL SOLID WASTE HAULING SERVICES PERMIT, AS AGENDAED BY THE COUNTY ADMINISTRATOR, ON BEHALF OF TOMMY HARDEE.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

19. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO EXTEND THE INTERLOCAL AGREEMENT FOR EMERGENCY SHELTERING IN TAYLOR COUNTY, BETWEEN THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, TAYLOR COUNTY SCHOOL BOARD AND TAYLOR COUNTY SHERIFF'S OFFICE, AS AGENDAED BY KRISTY ANDERSON, EMERGENCY MANAGEMENT DIRECTOR.
20. THE BOARD TO CONSIDER APPROVAL OF SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT (FDEM) AND TAYLOR COUNTY, FOR INSTALLATION OF GENERATORS AT THE KEATON BEACH FIRE STATION, STEINHATCHEE FIRE STATION AND THE PERRY FOLEY AIRPORT, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.

GENERAL BUSINESS:

21. THE BOARD TO CONTINUE DISCUSSION OF LIBERTY COUNTY'S REQUEST FOR SUPPORT IN THEIR EFFORTS TO OBTAIN STATE OWNED LANDS FOR THE PURPOSES OF MINING FOSSILIZED SHELL; WITH THE PRIMARY GOAL TO AUGMENT THE RESTORATION OF APALACHICOLA BAY'S OYSTER HABITAT, AS AGENDAED BY COMMISSIONER ENGLISH.

COUNTY STAFF ITEMS:

22. THE BOARD TO CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 FOR THE GAS PLANT ROAD WIDENING/RESURFACING PROJECT AND TO CONSIDER ADOPTION OF AUTHORIZING RESOLUTION, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

COUNTY ATTORNEY ITEMS:

23. THE COUNTY ATTORNEY TO CONTINUE TO DISCUSS DOCTORS' MEMORIAL HOSPITAL (DMH) BOARD OF DIRECTORS.
24. THE COUNTY ATTORNEY TO DISCUSS NATIONAL PRESCRIPTION OPIATE LITIGATION.

COUNTY ADMINISTRATOR ITEMS:

25. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
26. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
27. 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.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

TAYLOR COUNTY BOARD OF COMMISSIONERS**County Commission Agenda Item****SUBJECT/TITLE:****Transfer Request from Reserve for Contingency – General Fund****MEETING DATE REQUESTED:**

07/06/21

Statement of Issue:**2020/2021 FY**

The Board to consider approval of a transfer from General Fund Reserve for Contingency in the amount of \$10,000. Invoices are received monthly for services rendered outside of contractual services provided. There are three months remaining to be paid this fiscal year, plus the current month (05/24-06/23) invoice. The amount needed for the remaining fiscal year is an estimate.

Recommended Action:

Approval of transfer from Reserve for Contingency to cover last three months of fiscal year invoices and approval of payment for the current month (05/24-06/23) invoice

Fiscal Impact:

will reduce current year Reserve for Contingency

Budgeted Expense:

No

Submitted By:

Dannielle Welch, County Finance Director

Contact:

838-3506, ext. 122
dwelch@taylorclerk.com

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

Approve budget transfer and payment

Attachments:

Copy of GASB Expenditure Status Report

SUNGARD PENTAMATION, INC.
DATE: 06/28/2021
TIME: 13:36:23

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTall

SELECTION CRITERIA: expledgr.key_orgn='0140'
ACCOUNTING PERIOD: 9/21

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALLED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-510 GENERAL GOVERNMENT
ACTIVITY-514 LEGAL COUNSEL
TOTL/DEPT-0140 COUNTY ATTORNEY

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	18,000.00	18,000.00	.00	13,500.00	4,500.00	75.00
53410	CONTRACTUAL/ATTORNEY FEE	13,000.00	13,000.00	.00	12,610.00	390.00	97.00
	TOTAL COUNTY ATTORNEY	31,000.00	31,000.00	.00	26,110.00	4,890.00	84.23
	TOTAL GENERAL FUND	31,000.00	31,000.00	.00	26,110.00	4,890.00	84.23
	TOTAL REPORT	31,000.00	31,000.00	.00	26,110.00	4,890.00	84.23

Amount remaining = \$390

5/24-6/23 invoice = \$3,070

\$2,680 = amt
needed

Will need
enough to
cover this invoice
plus 3 more,
remaining until
end of FY.

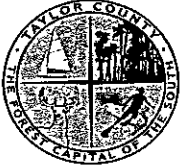
TJ Welch
6/28/21

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Transfer Request from Reserve Capital Improvements – Landfill Fund



MEETING DATE REQUESTED:

07/06/21

Statement of Issue:

2020/2021 FY

The Board to consider approval of a transfer from Landfill Fund Reserve Capital Improvements and approval of payment for (3) invoices payable to Aucilla Area Solid Waste Administration for Transportation Equalization Costs due to Dixie County, in the amount of \$132,000.

Recommended Action:

Approval of transfer from Capital Improvements and approval of payment of \$132,000

Fiscal Impact:

will reduce current year Landfill Fund Reserve

Budgeted Expense:

No – this has been a budgeted expense for the past four fiscal years – however we have not received an invoice from Aucilla Area Solid Waste Area for FY17/18, FY18/19 or FY19/20 until 06/16/21. The funds were carried forward in Reserves each year.

Submitted By:

Dannielle Welch, County Finance Director

Contact:

**838-3506, ext. 122
dwelch@taylorclerk.com**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: n/a

Options:

Approve budget transfer and payment

Attachments:

Copies of invoices from Aucilla Area Solid Waste Administration

AUCILLA AREA SOLID WASTE ADMINISTRATION

P.O. BOX 629

GREENVILLE, FL 32331

RECEIVED

June 16, 2021

JUN 16 2021

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 620

PERRY, FL 32331

Re: Transportation Equalization Costs to Dixie County Invoice # 2020-Aucilla

DUE TO DIXIE COUNTY FOR FISCAL YEAR 2019-2020 \$44,000.00

Make Check Payable to Aucilla Area Solid Waste Administration for the above amount.

**Thank you,
John McHugh, Landfill Administrator
aucilf@aol.com
Phone Number: 850-948-4875**

cc: agenda 7/6/21 TWelch

56 NE 210 Avenue
Post Office Box 2600
Cross City, Florida 32628



County Manager Office
Phone: (352)498-1426
Fax: (352)498-1277

DIXIE COUNTY BOARD OF COUNTY COMMISSIONERS

June 4, 2021

Aucilla Area Solid Waste Administration

P.O. Box 629

Greenville, FL 32331

1

RE: Transportation Equalization Costs to Dixie County

Invoice # 2020-Aucilla

STATEMENT OF PROFESSIONAL SERVICES RENDERED

Due to Dixie County for Fiscal Year 2019-2020 from:

Taylor County.....\$44,000.00

Jefferson County.....\$25,000.00

TOTAL AMOUNT DUE.....\$69,000.00

RECEIVED

JUN 16 2021

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Thank you,

Barbie Higgenbotham

Barbie Higgenbotham

Dixie County Clerk of Courts

cc: agenda 7/6/21 DWelch

AUCILLA AREA SOLID WASTE ADMINISTRATION

P.O. BOX 629

GREENVILLE, FL 32331

RECEIVED

June 16, 2021

JUN 16 2021

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 620

PERRY, FL 32331

Re: Transportation Equalization Costs to Dixie County Invoice # 2019-Aucilla

DUE TO DIXIE COUNTY FOR FISCAL YEAR 2018-2019 \$44,000.00

Make Check Payable to Aucilla Area Solid Waste Administration for the above amount.

Thank you,
John McHugh, Landfill Administrator
aucilf@aol.com
Phone Number: 850-948-4875

7/6/21
cc: agenda DWelch

56 NE 210 Avenue
Post Office Box 2600
Cross City, Florida 32628



County Manager Office
Phone: (352)498-1426
Fax: (352)498-1277

DIXIE COUNTY BOARD OF COUNTY COMMISSIONERS

June 4, 2021

Aucilla Area Solid Waste Administration

P.O. Box 629

Greenville, FL 32331

RE: Transportation Equalization Costs to Dixie County

Invoice # 2019-Aucilla

STATEMENT OF PROFESSIONAL SERVICES RENDERED

Due to Dixie County for Fiscal Year 2018-2019 from:

Taylor County.....\$44,000.00

Jefferson County.....\$25,000.00

TOTAL AMOUNT DUE.....\$69,000.00

Thank you,

A handwritten signature in cursive script that reads "Barbie Higgenbotham".

Barbie Higgenbotham

Dixie County Clerk of Courts

RECEIVED

JUN 16 2021

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

cc: agenda 7/6/21
mitch

AUCILLA AREA SOLID WASTE ADMINISTRATION

P.O. BOX 629

GREENVILLE, FL 32331

RECEIVED

June 16, 2021

JUN 16 2021

**GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA**

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 620

PERRY, FL 32331

Re: Transportation Equalization Costs to Dixie County Invoice # 2018-Aucilla

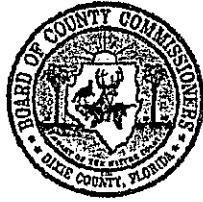
DUE TO DIXIE COUNTY FOR FISCAL YEAR 2017-2018 \$44,000.00

Make Check Payable to Aucilla Area Solid Waste Administration for the above amount.

**Thank you,
John McHugh, Landfill Administrator
aucilf@aol.com
Phone Number: 850-948-4875**

*cc: agenda
7/6/21*

56 NE 210 Avenue
Post Office Box 2600
Cross City, Florida 32628



County Manager Office
Phone: (352)498-1426
Fax: (352)498-1277

DIXIE COUNTY BOARD OF COUNTY COMMISSIONERS

June 4, 2021

Aucilla Area Solid Waste Administration

P.O. Box 629

Greenville, FL 32331

RE: Transportation Equalization Costs to Dixie County

Invoice # 2018-Aucilla

STATEMENT OF PROFESSIONAL SERVICES RENDERED

Due to Dixie County for Fiscal Year 2017-2018 from:

Taylor County.....\$44,000.00

Jefferson County.....\$25,000.00

TOTAL AMOUNT DUE.....\$69,000.00

Thank you,

A handwritten signature in cursive script, appearing to read "Barbie Higgenbotham".

Barbie Higgenbotham

Dixie County Clerk of Courts

RECEIVED

JUN 16 2021

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

cc: aguda 7/6/21
DWelch

(7)

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 a (shortfall) of monies for a particular purpose which caused the **AFFORDABLE HOUSING FUND (2018-2019 GRANT)** for the fiscal period ending September 30, 2021, to be less than the advertised budget.

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ (20,528)	138-3899010	Cash Brought Forward
\$ (20,528)	0404-58321	Rehabilitation

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 6th day of July, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Fund balance at 2020 FYE was less than anticipated in 2021 FY budget

BUDGET AMENDMENT REQUEST
2020-2021 FISCAL YEAR

DEPARTMENT: Dept. 0404 SHIP 2018/2019
AMENDMENT REQUEST DATE: June 21, 2021

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Budgeted 10/01/20</u>	<u>Amended Amount</u>	<u>Amendment</u>
58321	Rehabilitation	\$30,000	\$9,472	<- \$20,528 >

ALL OTHER ACCOUNTS TO REMAIN AS IS

BUDGET AMENDMENT REQUEST < -\$20,528 >

R E S O L U T I O N

(8)

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

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$2,000	107-3699021	Misc - SCBA Refills
Expenditures:		
\$2,000	0192-54620	County Fire Department - R&M Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of July, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Non-budgeted funds received from Georgia Pacific - for air fills provided by Taylor County Fire Department

✓

Banker's
\$2,000

05/20/21
10:10

Hackensack, NJ 07601

VENDOR NUMBER
G194551

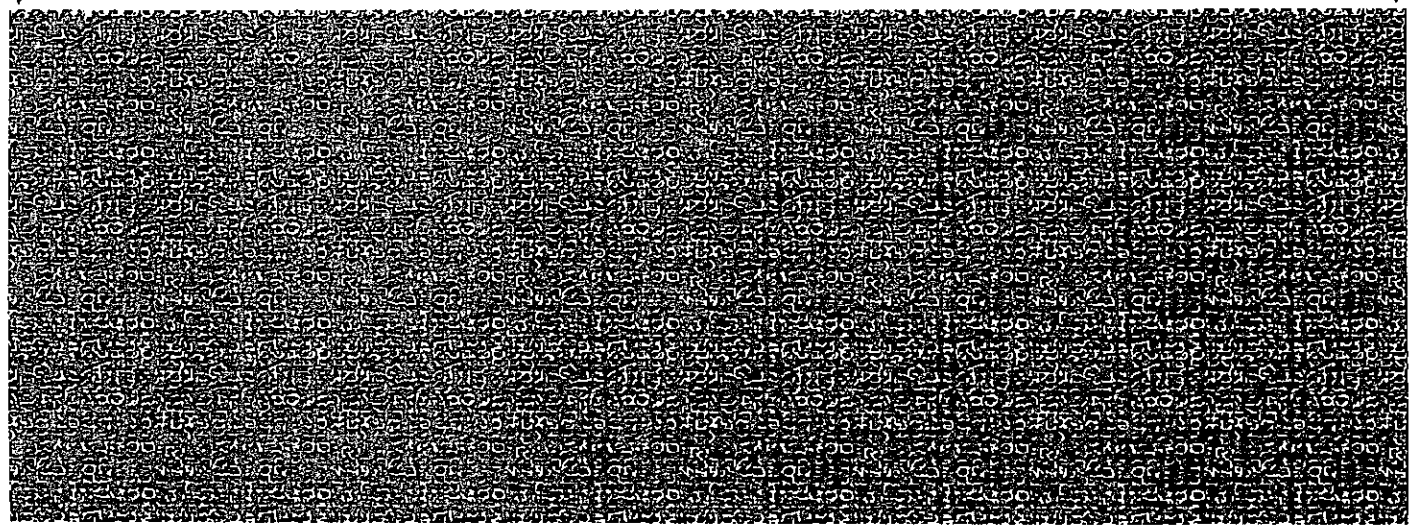
DATE
05-12-2021

CHECK NUMBER
520165

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER # PO # CNTRY #
05/06/21	5060221	2,000.00	.00	2,000.00	00380021

TOTALS	2,000.00	.00	2,000.00
---------------	----------	-----	----------

Detach check along this perforation.



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 **AFFORDABLE HOUSING FUND (2017-2018 GRANT)** for the fiscal period ending September 30, 2021, to be in excess of the advertised budget.

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$19,916	139-3899010	Cash Brought Forward
\$19,916	0419-58321	Rehabilitation

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 6th day of July, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Fund balance at 2020 FYE was more than anticipated in 2021FY budget

✓

BUDGET AMENDMENT REQUEST
2020-2021 FISCAL YEAR

DEPARTMENT: Dept. 0419 SHIP 2017/2018
AMENDMENT REQUEST DATE: June 21, 2021

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Budgeted 10/01/20</u>	<u>Amended Amount</u>	<u>Amendment</u>
------------------	----------------------------	--------------------------	-----------------------	------------------

58321	Rehabilitation	\$53,034	\$72,950	\$19,916
-------	----------------	----------	----------	----------

ALL OTHER ACCOUNTS TO REMAIN AS IS

BUDGET AMENDMENT REQUEST \$19,916

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 **AFFORDABLE HOUSING FUND (2019-2020 GRANT)** for the fiscal period ending September 30, 2021, to be in excess of the advertised budget.

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$123,442	137-3899010	Cash Brought Forward
\$ 442	0399-55101	Office Supplies
\$123,000	0399-58348	Demolition/Recon

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 6th day of July, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Fund balance at 2020 FYE was more than anticipated in 2021 FY budget

BUDGET AMENDMENT REQUEST
2020-2021 FISCAL YEAR

DEPARTMENT: Dept. 0399 SHIP 2019/2020
AMENDMENT REQUEST DATE: June 21, 2021

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Budgeted 10/01/20</u>	<u>Amended Amount</u>	<u>Amendment</u>
55101	Office Supplies	\$400	\$842	\$442
58348	Demolition/Recon	\$0	\$123,000	\$123,000

ALL OTHER ACCOUNTS TO REMAIN AS IS

BUDGET AMENDMENT REQUEST \$123,442

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve the 2021-2022 Small County Consolidated Solid Waste Management Grant Application requesting funding assistance in the amount of \$93,750.00.

MEETING DATE REQUESTED: July 6, 2021

Statement of Issue: Board to approve the 2021-2022 Small County Consolidated Solid Waste Management Grant Application.

Recommended Action: Approve Grant Application.

Fiscal Impact: The County is eligible to receive up to \$93,750 from the DEP Solid Waste Management Grant Program with no match required from the County.

Budgeted Expense: Yes

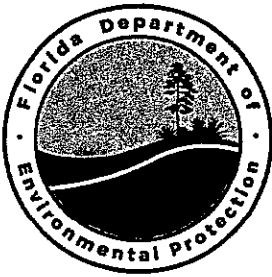
Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans, Grants Coordinator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The grant funds will be used to fund operating costs for the local solid waste management program including salaries of the recycling employees and waste tire disposal.

Attachments: Small County Consolidated Waste Management Grant Application and Grant Work Plan



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

DEP Form #: 62-716.900(2) F.A.C.
Form Title: Small County Consolidated
Solid Waste Management
Grant Application
Effective Date: December 17, 2013
Incorporated in Rule: 62-716.500(2), F.A.C.

Small County Consolidated Solid Waste Management Grant Application

1. Name of County Taylor County
2. Address of County 201 E. Green Street, Perry, Florida 32347
3. Federal Employer Identification Number 59 -6000879
4. Name and Title of Contact Person (person handling program on a daily basis)
Name Jami Evans Title Grants Coordinator
5. Address of Contact Person 401 Industrial Park Drive, Perry, Florida 32348
6. Telephone Number of Contact Person (850) 838-3553
7. Population of County 22,460
8. Purpose for which grant money is requested (indicate by checkmarks) per Rule 62-716.510 (1)

<input type="checkbox"/> a. Purchasing or repairing solid waste scales	<input type="checkbox"/> e. Maintenance of solid waste facilities
<input checked="" type="checkbox"/> b. Annual solid waste management program operating costs (may include waste tire and litter control and prevention)	<input type="checkbox"/> f. Education for employees or public
<input type="checkbox"/> c. Planning	<input type="checkbox"/> g. Recycling demonstration projects
<input type="checkbox"/> d. Construction of solid waste facilities	
9. Purpose for which grant money is requested detail. Please complete the two attached forms: (1) DEP - Attachment "A" Grant Work Plan; and (2) DEP Budget-Cost Analysis.
10. Name and Title of Authorized Representative
Name Thomas Demps Title BOCC Chairman
11. This application is due by July 1, of each year.
12. E-Mail Address of Contact person grants.assist@taylorcountygov.com
13. My Florida Market Place Registered Vendor Address (this address should be registered with My Florida Market Place and is the address your County wants the Reimbursement Request amount, e.g. State Warrant, sent to)
13A. Name of County (as it appears in M.F.M.P.) Taylor County Board of County Commissioners
13B. Address of County (as it appears in M.F.M.P.) 201 E. Green Street, Perry, FL 32347

*Consolidated Small County Solid Waste
Management Grant Application
Page 2*

14. Is your County **Self-Insured** for Liability Insurance, appropriate and allowable under Florida Law? YES ___ NO ___
If your county is self-insured, we must have a written statement from your Chief Financial Officer stating this. (Please Attach).

I CERTIFY that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to apply for this grant on behalf of this county.

July 6, 2021

Signature of Authorized Representative

Date

NOTE: This form may be submitted electronically to waste.grants@dep.state.fl.us or by mail to Financial Management and Procurement, MS 4500, Division of Waste Management, Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO. SC**

ATTACHMENT 3

PROJECT TITLE: Taylor County Small County Consolidated Solid Waste Management Grant

PROJECT AUTHORITY: Taylor County (Grantee) received funding from the Florida Legislature in the amount of \$93,750.00, through Specific Appropriation Line Item No. 1704, Solid Waste Management Trust Fund, Fiscal Year (FY) 2021-22 General Appropriations Act. The Grantee meets the threshold for a small county (population under 110,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its recycling program and waste tire removal costs. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

PROJECT LOCATION: All collected recyclable materials are brought to a central facility located at 3750 W. US 98, Perry, Florida 32347 for processing. The recyclable material will be collected from the nine (9) drop-off centers and twenty-five (25) businesses located throughout Taylor County and then transported and disposed of at Newark Recycled Fibers in Tallahassee, Florida.

PROJECT BACKGROUND: The Grantees' Recycling Program provides recycling services for residents and small businesses located throughout Taylor County. Materials including old newspaper, corrugated cardboard, plastic, aluminum cans and metal (ferrous and non-ferrous) are collected and brought to a central facility for processing. The Recycling Program operates nine (9) drop-off centers and schedules regular cardboard pick-ups from twenty-five (25) small businesses located throughout Taylor County. The Grantee needs this funding to help offset the cost for disposal because of its small population and limited funding resources.

PROJECT DESCRIPTION: The Grantee's Department of Environmental Services employs a Recycling Technician, Recycling Secretary, Utilities Mechanic and Heavy Equipment Operator for the administration of its recycling program. Taylor County residents may bring their eligible recyclable material to the collection sites for drop-off and small businesses that wish to be added to the cardboard pick-up schedule may call the Grantee's Department of Environmental Services. The Grantee's drop-off center schedule is available here: <http://www.taylorcountygov.com/pdf/env/SummerRolloff.pdf>. The Grantee currently operates a regular cardboard pick-up schedule for twenty-five (25) small businesses located throughout Taylor County. Grant funds will be used to fully fund three (3) full time positions and partially fund a fourth full time position for the operation of the recycling program. Additionally, grant funds will be used to offset the costs associated with the Grantee's disposal of waste tires picked up by D.E. Barnes, Inc. of Marianna, Florida.

Additional Narrative: The Grantee's recycling program operations and waste tire disposal needs occur on an on-going basis year-round, and as such the Grantee's operations are budgeted on an annual basis. The annual budget prepared by the Grantee exceeds the grant award amount, and it is understood that any project costs exceeding the grant funding awarded for allowable costs under this Agreement remain the sole responsibility of the Grantee

TASKS and DELIVERABLES:

Recycling Program Operations

Task #2: Recycling Program Salaries/Wages

Task Description: The Grantee will collect, sort and bale the eligible recyclables that are collected from their (9) recycle collection centers and the twenty-five (25) small businesses currently participating in their cardboard pick-up schedule. The collected recyclables are transported to a central processing facility, where they are sorted and either bulked or baled, and then shipped to Newark Recycled Fibers in Tallahassee, Florida for final disposition.

Deliverables: Completion of the task as evidenced by submittal of all the following supporting documentation. The Grantee will submit copies of: time cards, payroll reports to support the hours worked and the fringe rate paid for the various included benefits, and proof of payment to the employees. Additionally, the Grantee will provide a summary report for the recyclables collected during the quarter, using the **Recycling Summary Report**, provided by the Department as **Exhibit 1** of this Grant Work Plan. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Waste Tire Disposal

Task 1: Waste Tire Disposal

Task Description: Waste tires are collected at the Grantee's Department of Environmental Services, where they are loaded and removed for proper disposal. The Grantee has an existing contract with D.E. Barnes, Inc. of Marianna, Florida to haul and dispose of waste tires. The Grantee will provide tonnage summaries, using the **Tonnage Summary Report**, provided by the Department as **Exhibit 2** of this Grant Work Plan.

Deliverables: The Grantee will submit documentation of its waste tire disposals. This documentation must include: the date of transportation, number of tires, and registration number of the collector along with the name of the driver. Additionally, the Grantee will provide tonnage summaries, using the **Tonnage Summary Report**, provided by the Department as **Exhibit 2** of this Grant Work Plan. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Recycling Program Operations	10/1/2021	9/30/2022	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.
2	Waste Tire Removal	10/1/2021	9/30/2022	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Salaries / Wages	\$76,942.00
	Total for Task:	\$76,942.00
2	Contractual Services (Subcontractor)	\$16,808.00
	Total for Task:	\$16,808.00

SALARY AND FRINGE BENEFITS BY TASK: Cost reimbursable hourly, fringe, and indirect rate(s) by position may not exceed those indicated below.

Task No.	Position Title	Maximum Rate/Hour
1	Recycling Technician	\$10.50
	Utilities Mechanic	\$11.43
	HEO I	\$11.33
	Secretary/Office	\$18.38

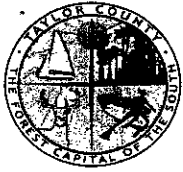
*Note: Full-time employee hourly rates determined by minimum and maximum salary/ 2,080 work hours per year.

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Salaries/Wages Total	\$76,942.00
Contractual Services Total	\$16,808.00
Total:	\$93,750.00

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

The Board to consider approval of draft contract for the Taylor County Jail Door Control Panel Replacement.

**MEETING DATE REQUESTED:**

July 6, 2021

Statement of Issue: To replace locking door control panels at the Taylor County Jail**Recommended Action:** Approve contract**Fiscal Impact:** \$88,600 base bid**Budgeted Expense:** Yes**Submitted By:** LaWanda Pemberton, County Administrator**Contact:** 838-3500 X 6**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

History, Facts & Issues: The locking door control panels and intercom system at the Taylor County Jail are in need of replacement, due to the age of the equipment. The project was advertised for and proposals were received on March 16, 2021.

Two Proposals were received. Stanley Convergent Security Systems, Inc. proposed a base cost of \$180,850 and Montgomery Technology Systems, Inc. proposed a base cost of \$88,600. The bid committee consists of LaWanda Pemberton, Marty Tompkins and Mark Stephens. The bid committee met on May 7, 2021. Both proposals were found to be complete. The Board of County Commissioners approved the recommendation of the bid committee.

Options: Approve/not approve

Attachments: Draft Contract
Letter from Conrad Bishop Jr., County Attorney

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

June 21, 2021

VIA E-MAIL AND REGULAR MAIL

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

Re: Jail Contract with Montgomery Technology Systems LLC and Taylor
County and Taylor County Jail

Dear LaWanda:

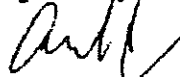
Enclosed please find a draft of a Contract with Montgomery Technology Systems, LLC
out of Greenville, Alabama.

Be advised that I would think that the Contractor would prepare Exhibit "A" to be
attached to this Contract.

Please review and then if it is okay, get a copy to Sheriff Wayne Padgett.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

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

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

June 25, 2021

VIA E-MAIL

Ms. Marsha Durden
mdurden@taylorcountygov.com

Re: Jail Contract with Montgomery Technology Systems, LLC and Taylor
County Jail

Dear Marsha:

Thank you for your e-mail of June 24, 2021.

I haveno objection to you adding to the Contract that the Contractors use E-
Verify..

I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

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

CONTRACT

This Construction Contract (the "Contract") is made as of _____, 2021, (the "Effective Date") by and between TAYLOR COUNTY, FLORIDA, a body politic and corporate and a political subdivision of the State of Florida (Taylor County) and TAYLOR COUNTY SHERIFF'S OFFICE, 108 N. Jefferson Street, Suite 103, Perry, Florida 32347, and MONTGOMERY TECHNOLOGY SYSTEMS, LLC of 23 Old Stage Road, Greenville, Alabama 36037.

Montgomery Technology Systems, LLC desires to provide services as described hereinbelow to Taylor County and the Taylor County Sheriff's Office and Taylor County and Taylor County Sheriff's Office desire to obtain such services from Montgomery Technology Systems, LLC.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on _____, 2021, Montgomery Technology Systems, LLC will provide to Taylor County and Taylor County Sheriff's Office the services described in the attached Exhibit "A" (collectively, the "Services"), which is incorporated herein.
2. **SCOPE OF WORK.** Montgomery Technology Systems, LLC will provide all services, materials and labor for the replacement of the existing CCTV system at the Taylor County Jail described in the attached Exhibit "A" at the property of the Taylor County Jail located at 589 Highway 27 East, Perry, Florida 32347 (hereinafter referred to as "Worksite").
3. **PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.** Taylor County Sheriff's Office will make available to Montgomery Technology Systems, LLC all plans, specifications, drawings, blueprints, and similar construction documents necessary for Montgomery Technology Systems, LLC to provide the Services described herein. Any such materials shall remain the property of Taylor County Sheriff's Office. Montgomery Technology Systems, LLC will promptly return all such materials to Taylor County Sheriff's Office upon completion of the Services.
4. **COMPLIANCE WITH LAWS.** Montgomery Technology Systems, LLC shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to, all provisions of the Fair Labor Standards Act, Americans with Disabilities Act, Federal Family and Medical Leave Act, Immigration Reform and Control act of 1986, E-Verify requirements and all State of Florida statutes.

5. **WORK SITE.** Taylor County Sheriff's Office warrants that Taylor County owns the property herein described and is authorized to enter into this Contract. Prior to the start of the project, Taylor County Sheriff's Office shall provide access to the jail and facilities, and in which the boundaries of Taylor County Jail property will be clearly identified by stakes at all corners of the property. Taylor County Sheriff's Office shall maintain these stakes in property position throughout construction.

6. **PAYMENT.** Payment shall be made to Montgomery Technology Systems, LLC, Greenville, Alabama 36037.

Taylor County and the Taylor County Sheriff's Office agree to pay Montgomery Technology Systems LLC (MTS) as follows: MTS will submit an invoice monthly for materials installed or stored and work completed during the prior calendar month.

In addition to any other right or remedy provided by law, if Taylor County and the Taylor County Sheriff's Office fail to pay for the Services when due, Montgomery Technology Systems, LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement and/or seek legal remedies.

7. **OTHER PAYMENT PROVISIONS.** Invoices are due thirty (30) days from the date of invoice.

8. **TERM.** Montgomery Technology Systems, LLC shall commence the work to be performed within 30 days of _____, 2021, and shall complete the work on or before _____, 2021, time being of the essence of this Contract.

Upon completion of the project, Taylor County Sheriff's Office agrees to sign a Notice of Completion within ten (10) days after the satisfactory completion of the Contract.

9. **PERMITS.** Taylor County Sheriff's Office shall obtain all necessary building permits. Montgomery Technology Systems, LLC shall apply for and obtain any other necessary permits and licenses required by the local county government to do the work, and the cost thereof shall be included as a part of the payment to Montgomery Technology Systems, LLC under this Contract.

10. **INSURANCE.** Before work begins under this Contract, Montgomery Technology Systems, LLC shall furnish certificates of insurance to Taylor County Sheriff's Office substantiating that Montgomery Technology Systems, LLC has placed in force valid insurance in the following amounts and coverages: General Liability - \$1 million per occurrence; Professional Liability

- \$1 million per occurrence, \$2 million in aggregate; Auto Liability - \$1 million; Worker's Compensation - minimum of \$500,000 or such other amount required by Florida law. Montgomery Technology Systems, LLC shall maintain the listed coverages during the entire term of this Contract.

- 11. CONFIDENTIALITY.** Montgomery Technology Systems, LLC and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Montgomery Technology Systems, LLC, or divulge, disclose, or communicate in any manner, any information that is proprietary to Taylor County Sheriff's Office. Montgomery Technology Systems, LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.
- 12. WARRANTY.** See warranty information included in Exhibit "A".
- 13. FREE ACCESS TO WORKSITE.** Taylor County Sheriff's Office will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Montgomery Technology Systems, LLC will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Montgomery Technology Systems, LLC also agrees to keep the worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards. Montgomery Technology Systems, LLC shall comply with all security requirements of the Taylor County Jail and acknowledges that its personnel and their vehicles are subject to searches while on the premises of the Taylor County Jail.
- 14. UTILITIES.** Taylor County Sheriff's Office shall provide and maintain electrical service and lines to the buildings and facilities that are the site of the Services under this Contract. Taylor County Sheriff's Office shall permit Montgomery Technology Systems, LLC to use, at no cost, any electrical power and water use necessary to carry out and complete the work.
- 15. INSPECTION.** Taylor County and Taylor County Sheriff's Office shall have the right to inspect all work performed under this Contract. All defects and uncompleted items that are discovered shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government department or other state agency shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at Taylor County Sheriff's Office expense.

16. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of Taylor County and the Taylor County Sheriff's Office to make a required payment when due.
- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
- c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- d. The failure of Taylor County Sheriff's Office to make the building site available or the failure of Montgomery Technology Systems, LLC to deliver the Services in the time and manner provided for in this Contract.

17. **REMEDIES.** In addition to any and all other rights a party may have available according to law of the State of Florida, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have 10 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 10 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default (s) within such time period shall result in the automatic termination of this Contract.

18. **FORCE MAJEURE.** If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, escapes of detainees or inmates, or wars, or strike, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or

omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

19. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Contract through negotiations among the parties. If the matter is not resolved by negotiation, either party may commence a lawsuit or action only in Taylor County Circuit Court, Third Judicial Circuit of Florida. Each party agrees and consents to the personal jurisdiction, process and venue of that Court.
20. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.
21. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
22. **AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by each party.
23. **GOVERNING LAW.** This Contract shall be construed in accordance with, and governed by the laws of the State of Florida.
24. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing. All notices to Taylor County and the Taylor County Sheriff's Office must be sent to the attention of LAWANDA PEMBERTON, County Administrator and SHERIFF WAYNE PADGETT.
25. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
26. **SIGNATORIES.** This Contract shall be executed on behalf of the Taylor County Sheriff's Office by _____ and by

Taylor County Board of County Commissioners by HON. THOMAS DEMPS, Chairperson of the Board, and by PATRICK SKINNER, Vice President of Montgomery Technology Systems, LLC, and shall be effective as of the date first written above.

27. BONDS. Taylor County and the Taylor County Sheriff's Office shall notify Montgomery Technology Systems, LLC in writing within ten (10) days after the signing of this Contract if it will require performance and payment bonds, and if so required, the cost for the bonds shall be as stated on the last page of Exhibit "A".

IN WITNESS WHEREOF, the parties have signed this Contract effective the day and year first above written.

WITNESSES:

TAYLOR COUNTY

THOMAS DEMPS
Chairperson

ATTEST :

GARY KNOWLES

WITNESSES :

TAYLOR COUNTY SHERIFF'S OFFICE

BY : _____

WITNESSES:

MONTGOMERY TECHNOLOGY
SYSTEMS, LLC

PATRICK SKINNER, Vice-President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by PATRICK SKINNER, Vice President of MONTGOMERY TECHNOLOGY SYSTEMS, LLC, who is personally known to me OR who produced _____ as identification, and who did OR did not take an oath.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT "A"

SCOPE OF WORK:

TAYLOR COUNTY JAIL DOOR CONTROL PANEL REPLACEMENT

The successful Bidder shall furnish and install the described Locking Door Control and Intercom System:

1. Main Door Control Panel with the following features:
 - a. Control and monitor (22) twenty two doors
 - b. Control and monitor (2) two gates
 - c. Emergency exit door release
 - d. Lamp test
 - e. Interlock override
 - f. Interlock groups as needed
 - g. Main Intercom for (32) thirty-two intercom stations
 - h. Fire alarm indication for (5) five stations
2. Dorm door control panel 1 for B-Pod will have the following features:
 - a. Control and monitor (26) twenty-six doors
 - b. Emergency exit door release
 - c. Lamp test
 - d. Interlock override
 - e. Interlock groups as needed
 - f. Main Intercom for (27) twenty-seven stations
 - g. Fire alarm indication for (5) five stations
3. Dorm Control Panel 2 for C-Pod will have the following features:
 - a. Control and monitor (38) thirty-eight doors
 - b. Emergency exit door release
 - c. Lamp test
 - d. Interlock override
 - e. Interlock groups as needed
 - f. Main intercom for (25) twenty-five stations
 - g. Fire alarm indication for (5) five stations
4. Pricing shall include replacement wiring as needed for entire project, this includes control panels and intercom systems.
5. Pricing shall include repair of all intercom stations and allow for the replacement of 15 intercom units if needed. If additional units are needed, please list a per unit price in your bid proposal.
6. Successful Bidder will ensure that the control panel in each area function properly with the existing doors, locks and gates.
7. List all warranties and exceptions in your bid proposal. The minimum warranty accepted will be for 1 year on parts, material and workmanship.
8. Two sets of As-Built Operations and Maintenance manuals will be provided to the client.

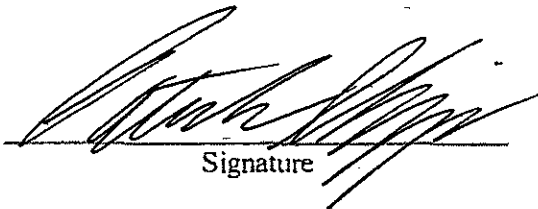
TAYLOR COUNTY JAIL DOOR CONTROL PANEL REPLACEMENT

TOTAL BID: \$ 88,600.00

Bidder acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award the base bid and any of the listed options they so choose.

COMPANY NAME: Montgomery Technology Systems, LLC

SUBMITTED BY: Patrick Skipper
Print Name


Signature

March 11, 2021

Date

(please place this sheet at the front of the bid package)

(11)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER REQUEST TO TRANSFER FUNDS
FOR JAIL GENERATOR RENTAL AND REPAIR.



MEETING DATE REQUESTED:

JULY 6, 2021

Statement of Issue: TO RENT GENERATOR AT THE COUNTY JAIL AND REPAIR
EXISTING GENERATOR

Recommended Action: APPROVE TRANSFER OF FUNDS FROM JAIL RESERVE
FUND

Fiscal Impact: \$11,500

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: DURING A RECENT LOAD TEST THE GENERATOR FAILED
WHICH CAUSED THE NEED TO RENT A GENERATOR WHILE THE GENERATOR IS
BEING REPAIRED. QUOTES WERE OBTAINED FOR A RENTAL GENERATOR AND
REPAIR.

Options: APPROVE/NOT APPROVE

Attachments: EXPENDITURE REPORT
QUOTES FOR GENERATOR, INSTALLATION AND REPAIR.

SUNGARD PENTAMATION, INC.
DATE: 06/28/2021
TIME: 08:44:11

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
AUDIT21

SELECTION CRITERIA: exp!edgr.account='59917'
ACCOUNTING PERIODS: 1/21 THRU 9/21

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 9001 - GENERAL FUND RESERVES

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-580-590-9001-9001 - GENERAL FUND RESERVES									
59917		RESERVE-CAPITAL/JAIL			.00	.00	.00	BEGINNING BALANCE	
10/01/20	11-1				75,000.00			POSTED FROM BUDGET SYSTEM	
01/19/21	13-4				52,691.00			FYE BALANCE ADJUSTMENT	
01/28/21	25-4		20210052		-21,000.00			RESERVE-CAPITAL/JAIL	
05/06/21	25-7		20210109		-15,000.00			JAIL RESERVE	
TOTAL		RESERVE-CAPITAL/JAIL			91,691.00	.00	.00		91,691.00
TOTAL TOTL/DEPT - GENERAL FUND RESERVES					91,691.00	.00	.00		91,691.00
TOTAL FUND - GENERAL FUND					91,691.00	.00	.00		91,691.00
TOTAL REPORT					91,691.00	.00	.00		91,691.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

Ring Power®**Ameri SYKES
PUMPS****OLYMPIAN™
GENERATORS****SULLAIR®**

Power Systems Division

Tallahassee • 32000 Blue Star Hwy • Midway, FL 32343 • 850.536.2343

SALES**SERVICE****PARTS****LEASING****RENTALS**Company: Taylor County Jail
Address: PO Box 620
Perry FL 32348Phone: 850-838-3575
Date: 6/25/2021Model: Generac 90A03676
Serial Number: 994022
Account Number: 046240

Contact: Kristy Anderson

DESCRIPTION OF MATERIAL**UNIT PRICE****EXTENSION**

REPAIR TO EMERGENCY GENERATOR

Ring Power is pleased to offer the following estimate for your consideration: During Generator annual service water pump began to leak after 45 minutes into the load test. Also noted water in the fuel filters. During load test noted unit would only carry 55 percent load. Provide certified technician and new water pump, gaskets and hose. Remove fan guards to gain access to pump. Remove old pump, prep surface for new gaskets and install new water pump and hose. Refill cooling system. Pump day tank out filtering fuel to remove debris and water. Take top off day tank to clean out day tank. Put day tank back together. Replace fuel filter and add Stanadyne fuel treatment. Crank and run unit checking for proper operation. Additional repair may be needed on fuel system.

Total Labor, Parts, and Materials
\$3445.84**PO Number** _____ **(if required)**

Taxes are not included in this estimate

QUOTATION ACCEPTED BY: _____ DATE: _____ TAX #: _____

CUSTOMER: _____ SALESPERSON: _____

Service Manager

10

TAYLOR COUNTY BOARD OF COMMISSIONERS	
<i>County Commission Agenda Item</i>	
SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR BUDGET TRANSFER FROM ROAD AND BRIDGE RESERVES FOR EQUIPMENT TO ROAD MATERIALS FOR ADDITIONAL LIMEROCK TO REPAIR ROADS.
MEETING DATE REQUESTED: JULY 6, 2021	



Statement of Issue: To transfer funds from Road and Bridges Reserves for Equipment to Road Materials.

Recommended Action: APPROVE

Fiscal Impact: \$50,000

Budgeted Expense: No

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 Ext 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Public Works has exhausted the current year's budget with necessary road repairs.

Options: Approve/Deny

Attachments: Expenditure Status Report

SUNGARD PENTAMATION, INC.
DATE: 06/29/2021
TIME: 15:48:38

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTAll

SELECTION CRITERIA: expledgr.key_orgn='0301' and expledgr.account='55300'
ACCOUNTING PERIOD: 9/21

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALLED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-105 ROAD & BRIDGE FUND
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0301 COUNTY ROAD DEPARTMENT

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
55300	ROAD MATERIALS & SUPPLIE	200,010.00	.00	1,001.53	193,927.79	5,080.68	97.46
	TOTAL COUNTY ROAD DEPARTMENT	200,010.00	.00	1,001.53	193,927.79	5,080.68	97.46
	TOTAL ROAD & BRIDGE FUND	200,010.00	.00	1,001.53	193,927.79	5,080.68	97.46
	TOTAL REPORT	200,010.00	.00	1,001.53	193,927.79	5,080.68	97.46

SUNGARD PENTAMATION, INC.
DATE: 06/30/2021
TIME: 08:52:54

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='9105' and expledgr.account='59920'
ACCOUNTING PERIOD: 9/21

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALLED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-105 ROAD & BRIDGE FUND
FUNCTION-580 OTHER USES
ACTIVITY-590 OTHER NON-OPERATING
TOTL/DEPT-9105 ROAD & BRIDGE FD RESERVES

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
59920	RESERVE FOR EQUIPMENT	115,000.00	.00	.00	.00	115,000.00	.00
	TOTAL ROAD & BRIDGE FD RESERV	115,000.00	.00	.00	.00	115,000.00	.00
	TOTAL ROAD & BRIDGE FUND	115,000.00	.00	.00	.00	115,000.00	.00
TOTAL REPORT		115,000.00	.00	.00	.00	115,000.00	.00

13

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER REQUEST TO RATIFY THE CHAIRPERSON'S SIGNATURE ON THE NO COST TIME EXTENSION AMENDMENT FOR THE PLANNING AND DESIGN OF THE KEATON BEACH AND STEINHATCHEE BOAT RAMP CANAL DREDGING PROJECTS.

MEETING DATE REQUESTED:

MAY 18, 2021

Statement of Issue: To ratify the Chairperson's signature.

Recommended Action: APPROVE

Fiscal Impact:

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 Ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The grant performance period for Taylor County's first award agreement for the planning phase of the two coastal dredging projects ends June 30, 2021. The amendment is to extend the planning phase.

Options: APPROVE/NOT APPROVE

Attachments: Application for Federal Assistance SF-424

Application for Federal Assistance SF-424

Udq lnm/ 1

) 0- Sxod neRt al lrrlmm9

☐ Oqf' oolkb' snm☒ @olkb' snm☐ Bg' nf dc.Bnqplbsdc @olkb' snm

) 1- Sxod ne@olkb' snm9

☐ Mdv☐ Bnrnt' snm☒ Qduhnm

) Hqdutlmmrddbs' oqnoqf sd lsdqr9

Increase Duration

) Nsgdq' Rodblek(

) 2- C' sd Qdbdludc9

3- @olkb' nstddmsdc9

4- Edcdq kDnsx lddmsdc9

) 4a- Edcdq k@' q lddmsdc9

RDCGR230118

State Use Only:

5- C' sd Qdbdludc ax Rs' sd9

6- Rs' sd @olkb' snmlddmsdc9

8. APPLICANT INFORMATION:

) - Kdf' km l d9 County of Taylor

) a- DI olxndqS' wo' xdqlddmsdc' snmM l adq' DHMSM9

59-6000879

) b- Nq' nty' snm kCTMR9

065887796

d. Address:

) Rspds9

201 E Green St

Rspds19

) Bhs9

Perry

Bnt rns9

) Rs' sd9

Florida

Oqulrbd9

) Bnt rns9

UNITED STATES

) Yto . Onrs' kBncd9

32347-2737

e. Organizational Unit:

Cdo' qf dmsM l d9

Chur lnmM l d9

f. Name and contact information of person to be contacted on matters involving this application:

Oqldm9

) Elq' sm l d9 Melody

L lccid M l d9

) K' rsM' l d9

Cox

Rt dnm9

Slkd9

Grants Director

Nq' nty' snm k@' snm9

) Sdkdognd M l adq' 8508383553

E' wM l adq'

) DI' H9

melody.cox@taylorcountygov.com

Application for Federal Assistance SF-424

Udq hnm/ 1

9. Type of Applicant 1: Select Applicant Type:

County Government

Sxod ne@olkb' ns19Rdkbs@olkb' nsSxod9

Sxod ne@olkb' ns29Rdkbs@olkb' nsSxod9

) Nsgdq'r odbtx(9

* 10. Name of Federal Agency:

-Restore Act

11. Catalog of Federal Domestic Assistance Number:

21.015

BEC@Shd9

Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast Sta

* 12. Funding Opportunity Number:

Not Applicable

) Shd9

Not Applicable

13. Competition Identification Number:

Not Applicable

Shd9

Not Applicable

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

* 15. Descriptive Title of Applicant's Project:

Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp

@s bg rt oonqnf cnbt l dms 'r rodbldc hm' f dnbx hmsq bsnm-

Application for Federal Assistance SF-424

Udq lmm/ 1

16. Congressional Districts Of:

) - @olb' ns

02

) a- Oqnf q l .Oqndbs

02

@s bg ' m' cclnmi klrsneOqnf q l .OqndbsBnmf qir r lmmi kClrsjbs lmdddcdc-

17. Proposed Project:

) - Rs qC' sd9

07/01/2020

) a- Dnc C' sd9

06/30/2022

18. Estimated Funding (\$):

) - Edcdq k

0

) a- @olb' ns

0

) b- Rs' sd

0

) c- Knb' k

0

) d- Nsgdq

0

) e Oqnf q l lmbnl d

0

) f- SNS@K

0

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ - Sglr ' oolb' dnmv ' r l ' cd ' u' lk akd sn sgd Rs' sd t ncdqsgd Dwdbt shd Nqpdq01261 Oqndrr enqqlutdv nm☒ a- Oqnf q l l r rt aidbsn D-N-01261 at sg' r nmsaddmr dkbdc ax sgd Rs' sd enqqlutdv -☐ b- Oqnf q l l r msnudqdc ax D-N-01261-

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

☐ Xdr☒ Mn

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)

☒ ** I AGREE

) Sgd klrsnebdqdb' dnmv ' nc ' rrt q nbdn+nq' mmsdqdrsd v gdp xnt l ' x nas lmsglr klrs' r bnmf lmdc lmsgd ' nmt nbdl dnmq' f dnbx rodbleb lms' bnmv -

Authorized Representative:

Oqnd9

) Elqsm l d9 Thomas

L lckd M l d9

) K rsm l d9

Demps

Rt dnr9

) Shd9

Chairperson of County Commission

) Sdkdgnnd M l adq

8508386861

) E' wM l adq

) Dl ' lq

tdemps@taylorcountygov.com

) Rlf m' d q ne@sgndydc

Qdoqr dms shd9 Completed on Submission

) C' sd Rlf mdc9

@sgndydc enqKn' kQdoqrct bnmv

Rs nc' q Enq 313 ' Qduh dc 0/ .1/14/

Oqrbqadc ax NL A Blrpt K q@0/1

Application for Federal Assistance SF-424

Version 02

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

RESTORE Act Milestones Report

Department of the Treasury

OMB Number
1505-0250

Applicant/Grantee:	Taylor County Board of Commissioners	
Title: *	Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp	
Reporting Period Ending *	Initial Report	Year *2021

INSTRUCTIONS FOR COMPLETING FORM

Please complete Columns B-E in the initial report submitted as part of an application package. After a grant is awarded, complete Columns F-G for each milestone as applicable and submit as part of the performance reports described in the Standard Terms and Conditions. Columns E and G will calculate automatically, and will show an error message unless the values in each column total 100%. These milestones should reflect what is in the applicant's scope of work as described in the applicable RESTORE Act Direct Component or Centers of Excellence Application Narrative.

TO COMPLETE

A- Milestone Number	B- Milestone Description	C- Estimated Completion Timeframe of Milestone (Format: award + # of months)	D- Is milestone contingent upon completion of another milestone (Y/N)? If yes, which milestone is it contingent upon (# from Column A)?	E- What percentage of the Scope of Work is estimated to be completed with this milestone?	F- Actual Completion Date of Milestone (Format: Month-Year)		G- Estimated percentage of budget for the awarded Scope of Work spent on milestone
					Month	Year	
# 1	Planning and Design	12	N	90.00%			90.00%
# 2	Grant Consultant Services	12	Y,1	10.00%			10.00%
TOTAL				100.00%			100.00%

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

RESTORE Act Status of Performance Report

Department of the Treasury

OMB Number
1505-0250

Instructions for Completing Form

The purpose of this form is to report the status of progress toward reaching priority goals of the eligible Direct Component (DC) activity/Centers of Excellence (COE) discipline (i.e., measuring success, rather than listing milestones or tasks). Please focus on a discrete number of priority goals (1-3) and the corresponding performance measures (1-5). Complete boxes shaded in blue.

Goal(s): Anticipated result(s). State the priority goal(s) to be achieved with the grant award. Priority goal(s) should clearly identify with the eligible DC activity/COE discipline.

Eligible Activity/Discipline #: For a DC grant, select the DC number from the drop-down list that corresponds to the DC Eligible Activity associated with that measure. For a (COE) grant, select the COE number from the drop down list that corresponds to the COE Eligible Discipline associated with that measure. The DC numbers and COE numbers, along with the corresponding Eligible Activities and Disciplines, are listed directly below.

Direct Component (DC) Eligible Activities

- DC - 1 Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region.
- DC - 2 Mitigation of damage to fish, wildlife, and natural resources.
- DC - 3 Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring.
- DC - 4 Workforce development and job creation.
- DC - 5 Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill.
- DC - 6 Infrastructure projects benefitting the economy or ecological resources, including port infrastructure.
- DC - 7 Coastal flood protection and related infrastructure.
- DC - 8 Planning assistance.
- DC - 9 Promotion of tourism in the Gulf Coast Region, including recreational fishing
- DC - 10 Promotion of consumption of seafood harvested from the Gulf Coast Region

Centers of Excellence (COE) Eligible Disciplines

- COE - 1 Coastal and deltaic sustainability, restoration and protection, including solutions and technology that allow citizens to live in a safe and sustainable manner in a coastal delta in the Gulf Coast Region.
- COE - 2 Coastal fisheries and wildlife ecosystem research and monitoring in the Gulf Coast Region.
- COE - 3 Offshore energy development, including research and technology to improve the sustainable and safe development of energy resources in the Gulf of Mexico.
- COE - 4 Sustainable and resilient growth, economic and commercial development in the Gulf Coast Region.
- COE - 5 Comprehensive observation, monitoring, and mapping of the Gulf of Mexico.

Measure #: Starting with 1, number each performance measure.

Measure: An indicator of success toward reaching a goal. This should reflect "how the applicant will evaluate success" from the narrative of an accepted multiyear plan.

Baseline: The starting point of the measure. It is the status quo without the grant award.

Target: The anticipated result of the measure. It is the anticipated new status with the grant award.

Date: It is the anticipated date for reaching the target.

Progress toward target (reporting period/cumulative): Leave blank on the initial report. For subsequent reports, record progress made during the reporting period and the progress made from the start date of the grant award through the current reporting period.

Status/Next Steps: Briefly describe specific progress and/or challenges related to the measure.

Applicant/Grantee:	Taylor County Board of Commissioners		
Title: *	Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp		
Reporting Period Ending *	Initial Report	Year *2021	
Goal(s): *	Planning, Design and Permitting of Coastal Dredging Projects		

A- Eligible Activity/ Discipline #	B- Measure #	C- Measure	D- Baseline	E- Target	F- Target Date		G- Progress toward target (reporting period)	H- Progress toward target (cumulative)	I- Status/Next Steps
					Month	Year			
DC-8	1	Planning, design and permitting proposal to determine the construction costs and scope of work for two coastal dredging projects			Jun	2022	0	0	

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve the Environmental Review Form for Categorical Exclusion required for the County to receive funding through the Florida Department of Economic Opportunity (FDEO) Rebuild Florida CDBG Mitigation (CDBG-MIT) program for the purchase and installation of an affixed generator at the jail.

MEETING DATE REQUESTED:

July 6, 2021

Statement of Issue: Board to approve the Environmental Review Form required for the County to receive FDEO Rebuild Florida CDBG- MIT funds for the purchase and installation of a generator system at the jail.

Recommended Action: Approve Environmental Review Form.

Fiscal Impact: The County is being awarded a grant in the amount of \$289,300 with no cash match required from the County.

Budgeted Expense: Y/N This project will be included in the 2021-2022 budget upon receipt of the grant contract.

Submitted By: Melody Cox, Grant Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is required to submit the Environmental Review Form requesting a Categorical Exclusion to address any environmental impacts the installation of the generator may have. The County has indicated in the Review that the project will have no negative or adverse environmental impacts. FDEO Rebuild Florida CDBG-MIT grant program is for designated counties impacted by Hurricanes Irma and Hermine and the funds are to be used to "harden" critical infrastructure in the event of natural or manmade disasters.

Attachments: Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 Pursuant to 24 CFR Part 58.34(a) and 58.35 (b).



**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

This is a suggested format that may be used by Responsible Entities to document completion of an Exempt or
Categorically Excluded Not Subject to Section 58.5 environmental review.

Project Information

Project Name: Taylor County Jail Generator Project

Responsible Entity: Taylor County Board of County Commissioners

Grant Recipient (if different than Responsible Entity): Click or tap here to enter text.

State/Local Identifier: Perry, Florida

Preparer: Melody Cox

Certifying Officer Name and Title: Thomas Demps, Chairman

Consultant (if applicable): N/A

Project Location: Taylor County Jail, 589 E. US 27, Perry, FL 32347

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

The Taylor County Board of County Commissioners has been awarded \$289,300 in CDBG-MIT (Community Development Block Grant-Mitigation) funding for mitigation efforts with the installation of a generator to harden the Taylor County Jail against loss of power due to natural or man-made disaster(s).

Level of Environmental Review Determination:

☒ Activity/Project is Exempt per 24 CFR 58.34(a): (choose all that apply below)

1.	Environmental and other studies, resource identification and the development of plans and strategies;
2.	Information and financial services;
3.	Administrative and Management Activities;

X	4.	Public services that will not have a physical impact or result in any physical changes, including but not limited to, services concerned with employment, crime prevention, child-care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5.	Inspections and testing of properties for hazards or defects;
	6.	Purchase of insurance;
	7.	Purchase of tools;
	8.	Engineering or design costs;
	9.	Technical assistance and training;
	10.	Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration; <i>{This exemption applies only in certain circumstances; HUD has released clarification regarding the use and applicability of this exemption. Documentation of Compliance with 24 CFR Part 58.6 required when this exemption is used.}</i>
	11.	Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12.	Any of the categorical exclusions listed in Sec. 58.35(a) provided that if there are no circumstances that require compliance with any other federal laws and authorities cited in Section 58.5. <i>{Before you can consider activities listed in Sec. 58.35(a) as exempt activities, you must complete the categorical exclusion checklist and related review process. Documentation of Compliance with 24 CFR Part 58.6 is required}</i>

☐ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):
(choose all that apply below)

	1.	Tenant-based rental assistance;
	2.	Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, state, and federal government benefits and services;
	3.	Operating cost including maintenance, security, operations, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs;
	4.	Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;
	5.	Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and down payment assistance, interest buydowns, and similar activities which result in transfer of title;

6.	Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact;
7.	Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under §58.47.

Funding Information

Grant Number	HUD Program	Funding Amount
I0179	CDBG-MIT	\$289,300
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Estimated Total HUD Funded Amount: \$289,300

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): N/A

Estimated Total Project Cost (indicate all HUD and non-HUD funds) [24 CFR 58.32(d)]: \$289,300

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The project is not located within range of any airport clear zones.

Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The project is not located within a Coastal Barrier Resources System.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The project is not located in a floodplain.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

Preparer Signature: _____

Date: 6/29/2021

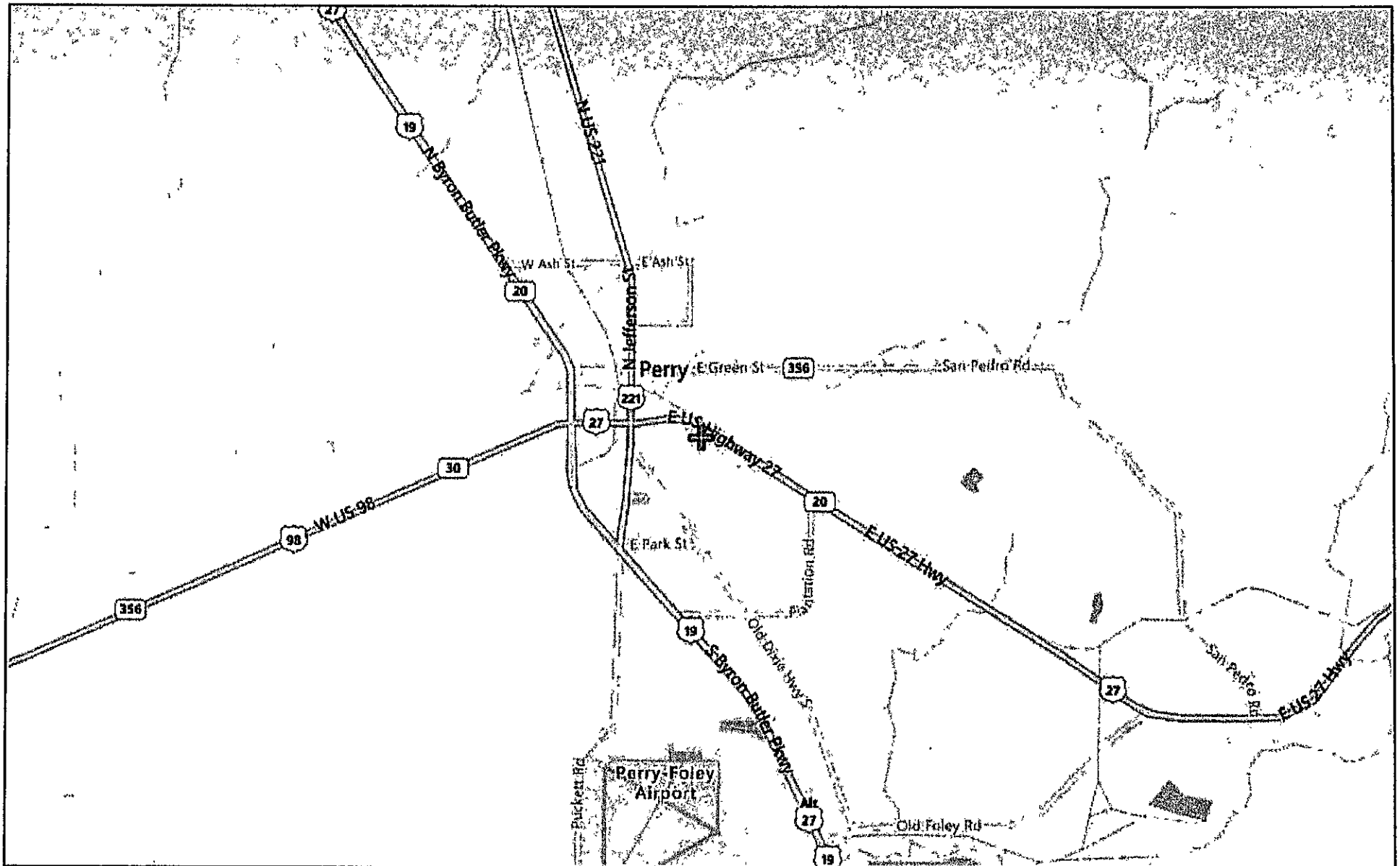
Preparer Name/Title/Organization: Melody Cox, Grant Writer, Taylor County Board of County Commissioners

Responsible Entity Agency Official Signature: _____

Date: 6/29/2021

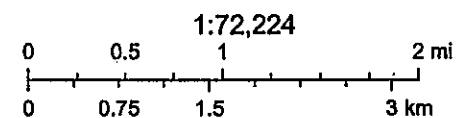
RE Name/Title: Thomas Demps, Chairman

Taylor County Jail Generator Project

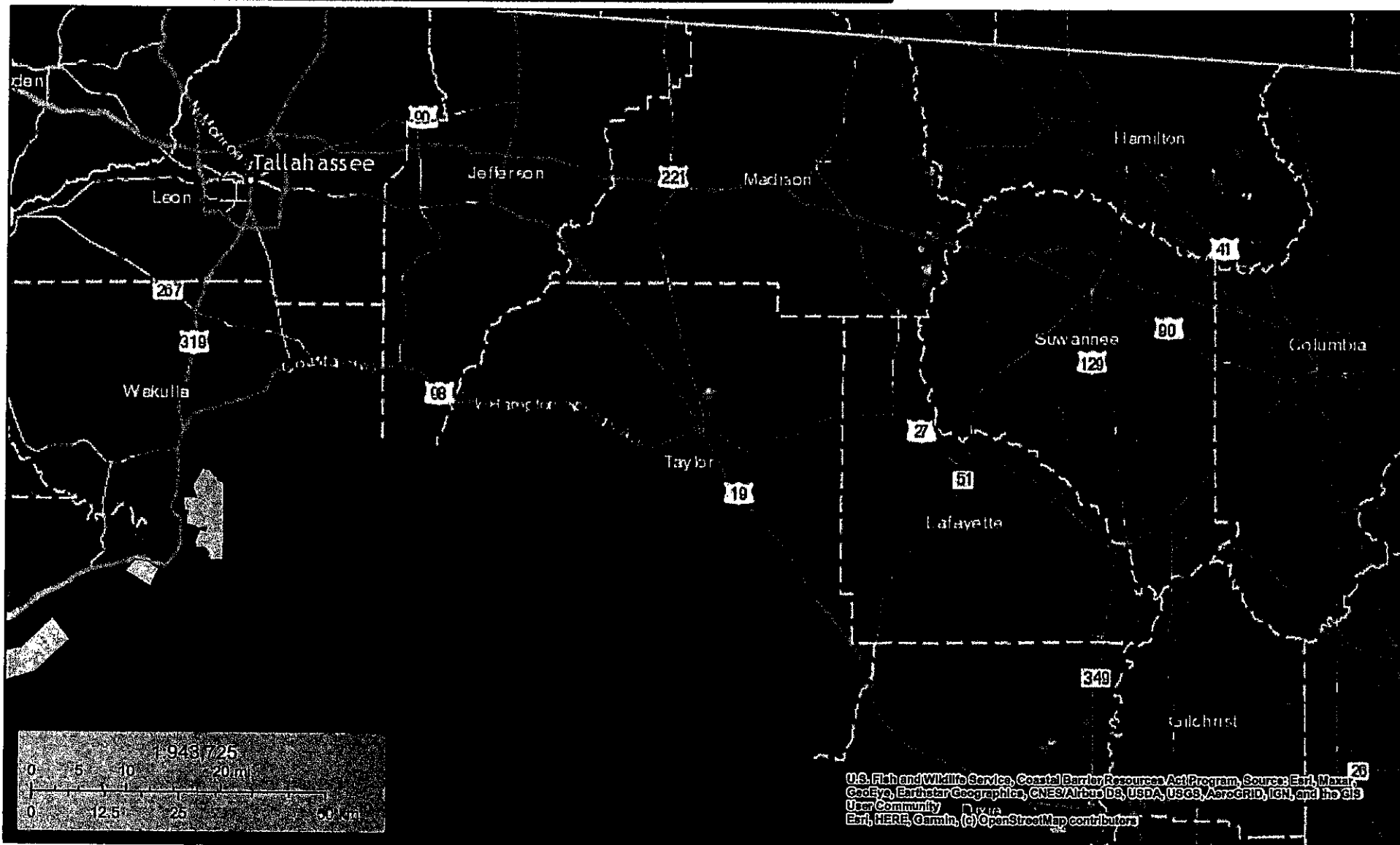


June 29, 2021

+ Search Result (point)



© 2021 Microsoft Corporation © 2021 TomTom



June 29, 2021

CBRS Units



Otherwise Protected Area



System Unit

This map is for general reference only. The Coastal Barrier Resources System (CBRS) boundaries depicted on this map are representations of the controlling CBRS boundaries, which are shown on the official maps, accessible at <https://www.fws.gov/cbra/maps/index.html>. All CBRS related data should be used in accordance with the layer metadata found on the CBRS Mapper website.

The CBRS Buffer Zone represents the area immediately adjacent to the CBRS boundary where users are advised to contact the Service for an official determination (<http://www.fws.gov/cbra/Determinations.html>) as to whether the property or project site is located "in" or "out" of the CBRS.

CBRS Units normally extend seaward out to the 20- or 30-foot bathymetric contour (depending on the location of the unit). The true seaward extent of the units is not shown in the CBRS mapper.

Coastal Barrier Resources System Mapper Documentation



CBRS Units

- Otherwise Protected Area
- System Unit
- CBRS Buffer Zone
- 83.57381, 30.110283

0 65 130 260 390 ft

1:4,514

The pin location displayed on the map is a point selected by the user. Failure of the user to ensure that the pin location displayed on this map correctly corresponds with the user supplied address/location description below may result in an invalid federal flood insurance policy. **The U.S. Fish and Wildlife Service (Service) has not validated the pin location with respect to the user supplied address/location description below. The Service recommends that all pin locations be verified by federal agencies prior to use of this map for the provision or denial of federal funding or financial assistance.** Please note that a structure bisected by the Coastal Barrier Resources System (CBRS) boundary (i.e., both "partially in" and "partially out") is within the CBRS and therefore affected by CBRA's restrictions on federal flood insurance. A pin placed on a bisected structure must be placed on the portion of the structure within the unit (including any attached features such as a deck or stairs).

User Name: Taylor County Jail

User Organization: BOCC

User Supplied Address/Location Description: 589 E. US 27, Perry, FL 32347

Pin Location: Outside CBRS

Pin Flood Insurance Prohibition Date: N/A

Pin System Unit Establishment Date: N/A

The user placed pin location is not within the CBRS. The official CBRS maps are accessible at <https://www.fws.gov/cbra/maps/index.html>

The CBRS information is derived directly from the CBRS web service provided by the Service. This map was exported on 6/29/2021 and does not reflect changes or amendments subsequent to this date. The CBRS boundaries on this map may become superseded by new boundaries over time.

This map image may be void if one or more of the following map elements do not appear: basemap imagery, CBRS unit labels, prohibition date labels, legend, scale bar, map creation date. For additional information about flood insurance and the CBRS, visit: <https://www.fws.gov/cbra/Flood-Insurance.html>



National Flood Hazard Layer FIRMette



83°34'45"W 30°6'53"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE)
	Zone A, V, AE9
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway

	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes. Zone X
	Area with Flood Risk due to Levee Zone D

OTHER AREAS OF FLOOD HAZARD

NO SCREEN	Area of Minimal Flood Hazard Zone X
	Effective LOMRs

OTHER AREAS

	Area of Undetermined Flood Hazard Zone
--	--

GENERAL STRUCTURES

----	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

OTHER FEATURES

20.2	Cross Sections with 1% Annual Chance Water Surface Elevation
17.5	Coastal Transect
----	Base Flood Elevation Line (BFE)
----	Limit of Study
----	Jurisdiction Boundary
----	Coastal Transect Baseline
----	Profile Baseline
----	Hydrographic Feature

MAP PANELS

<input type="checkbox"/>	Digital Data Available
<input type="checkbox"/>	No Digital Data Available
<input type="checkbox"/>	Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/29/2021 at 12:04 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

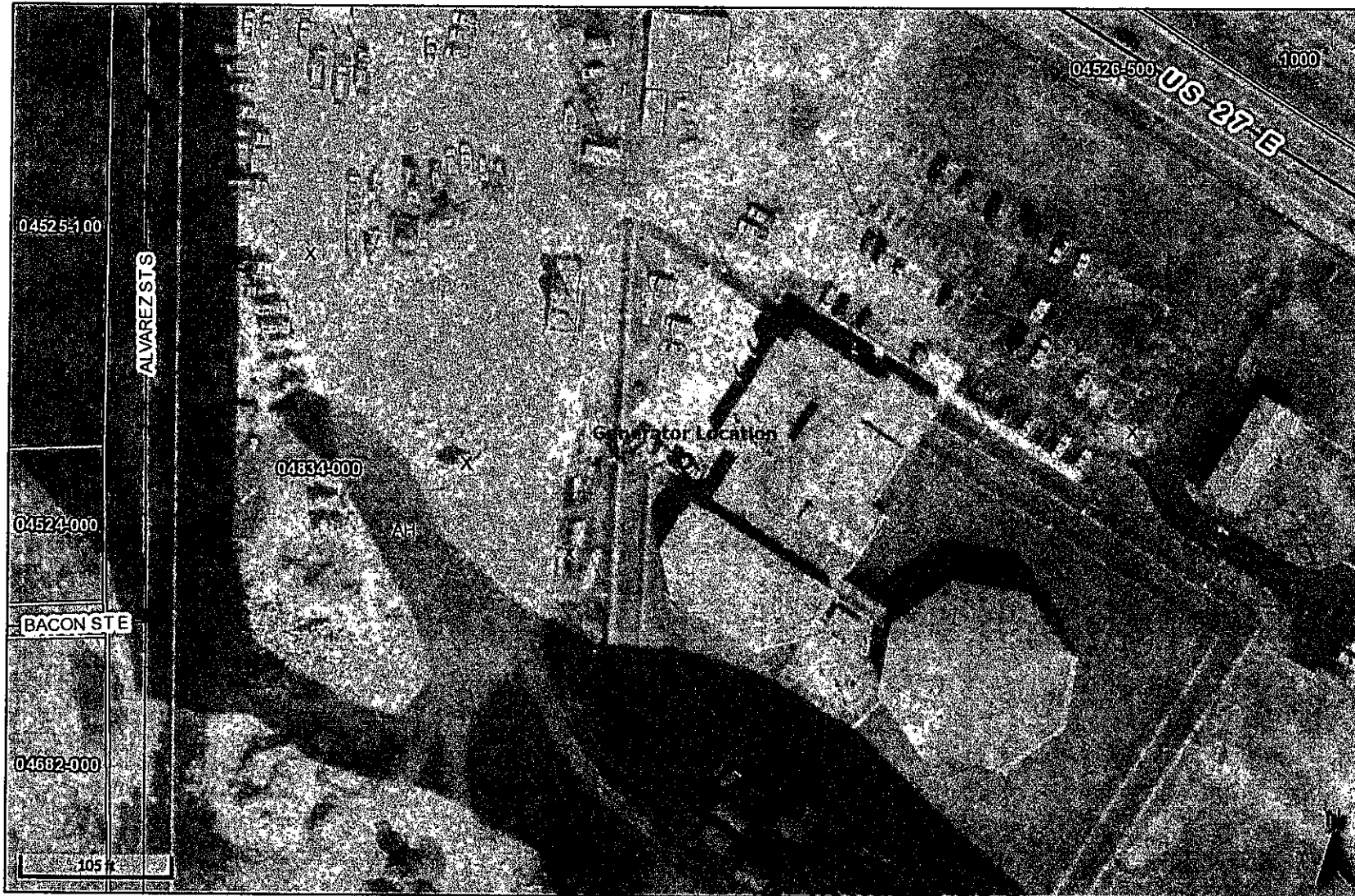
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

0 250 500 1,000 1,500 2,000 Feet 1:6,000

83°34'45"W 30°6'21"N

Basemap: USGS National Map Orthorectified Data refreshed October 2020










Taylor County Jail Generator Project Floodplain Map



Overview



Legend

-  Parcels
-  Highway
-  City Streets
-  Graded
-  Roads
-  Tram
- Flood Zones**
-  <all other values>
- Area of Minimal Flood Hazard:**
Determined to be outside the 0.2% annual chance floodplain
-  A: 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Base Flood Elevations (BFE) have not been determined.
-  AE: 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Determined by

TAYLOR COUNTY BOARD OF COMMISSIONERS WORKSHOP

County Commission Workshop Agenda Item

SUBJECT/TITLE:

Approve the Memorandum of Understanding with Anderson-Columbia for a new offshore Artificial Reef in Taylor County

Meeting Date:

July 6, 2021

Statement of Issue: Anderson-Columbia approached the Taylor County Marine Extension Office to evaluate the possibility to establish a Memorandum of Understanding (MoU) for the permitting and development of a new offshore (60 miles) artificial reef site in Taylor County waters. The group submitted a draft of the MoU for the consideration and approval of the County Commissioners.

Recommendation: Approve and sign MoU

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

Submitted By: Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Buckeye Reef is Taylor County's offshore artificial reef located 22 miles offshore in federal waters. In recent years Taylor County has deployed new patch reefs and started a citizen science-based monitoring program to know more about the artificial reef sportfish and its use by anglers, and re-authorization and expansion of the permitted area. Offshore artificial reefs might benefit local economy by providing between 10-100 US\$ in return per dollar invested. A new offshore artificial reef to be located about 60 miles offshore represent a new opportunity to improve the County coastal communities' economy, especially for the red snapper recreational fishery. Anderson-Columbia has a MoU with Dixie County for the same purpose. Anderson-Columbia will cover permitting costs for Taylor County and future deployments in the area will be under grant or private funds. Taylor County, as permit holder will review and approve any decision regarding the new reef site. On May 25th, the BOCC was presented this project during the Board's Workshop.

Options:

1. Approve and sign MoU
Deny approval of MoU

2.

Attachments:

1. Draft of MoU and Copy of MoU with Dixie County.

2. Artificial reef Diagrams

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

June 25, 2021

VIA E-MAIL AND REGULAR MAIL

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

Re: Artificial Reef and Anderson Columbia

Dear Lawanda:

Enclosed please find:

1. An e-mail from Mr. Zeb Cheshire, General Counsel for Anderson Columbia
2. A copy of the Memorandum of Understanding

Mr. Cheshire is requesting that this be put on the Board's next regular meeting agenda.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosure

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

The Bishop Law Firm

From: Zeb Cheshire <Zeb.Cheshire@andersoncolumbia.com>
Sent: Thursday, June 24, 2021 11:30 AM
To: lawbishop@fairpoint.net
Subject: Taylor Co. Reef
Attachments: Reef MOU (Taylor) v2.pdf

Mr. Bishop,

I appreciated speaking with you this morning. I've confirmed that the duration of the permit is 10 years. I have also updated the insurance provision to reflect our conversation. Please let me know if anything further is needed. We are hoping this item can be placed in front of the BOCC for their consideration at the next meeting.

Regards,

Zeb P. Cheshire
General Counsel



Anderson Columbia Co., Inc.

871 NW Guerdon St.

Lake City, Florida 32055

Main: 386.752.7585 x227

Mobile: 813.323.7203

zeb.cheshire@andersoncolumbia.com

www.andersoncolumbia.com

NOTICE: This e-mail, including any attachments, may constitute an attorney-client communication, protected health information (PHI) or other confidential information that is in fact confidential, legally protected from disclosure and/or protected by the attorney-client privilege. If you are the intended recipient, please maintain confidentiality and be aware that forwarding this e-mail to others may result in a waiver of these protections and privileges. If you are not the intended recipient, this e-mail is not intended for transmission to you, nor to be read, reviewed, used, distributed or even received by you or any other unauthorized persons. If you have received this e-mail in error, please delete it from your system immediately without copying, reading or disseminating it, and notify the sender by reply e-mail, so that our address record can be corrected.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and effective as of this ____ day of _____, 2021 between Anderson Columbia Co., Inc. ("ACCI"), and Taylor County, Florida (the "County") (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, ACCI has agreed to assist the County in furtherance of the construction and establishment of an artificial reef as depicted on the attached Figure 1 (the "Reef"); and

WHEREAS, in furtherance of the establishment of the Reef, ACCI and the County each agree to undertake certain responsibilities as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The above recitals are true and correct and made part of this MOU.
2. The County agrees to serve as the applicant and expediently execute any permits, permissions and/or documents of any kind necessary for the construction and establishment of the Reef.
3. ACCI agrees to provide all labor and bear the costs associated with any necessary permits.
4. ACCI agrees to provide, at its sole cost, all materials necessary to construct the Reef in accordance with any required permits.
5. The County agrees to endeavor to utilize any available grant funds at its disposal in furtherance of deployment of the Reef.
6. ACCI agrees to abide by the permit conditions at all times.
7. ACCI agrees to provide any insurance reasonably required by any regulatory agency having oversight during the construction of the Reef.
8. The Parties agree that, so long as ACCI abides by any applicable permits, permissions, laws, rules and regulations, it shall have no liability arising out of or relating to the Reef in any way.
9. The Parties each agree to render any additional support as is reasonable and necessary in order to construct and establish the Reef.

10. Notwithstanding anything herein to the contrary, ACCI is under no obligation to construct the Reef and may, upon notice to the County, withdraw from participation in this MOU at any time and shall thereby have no further obligations hereunder.

IN WITNESS WHEREOF, ACCI and the County have caused this MOU to be duly executed and delivered as of the date first above written.

Anderson Columbia Co., Inc.

By: _____

Its: _____

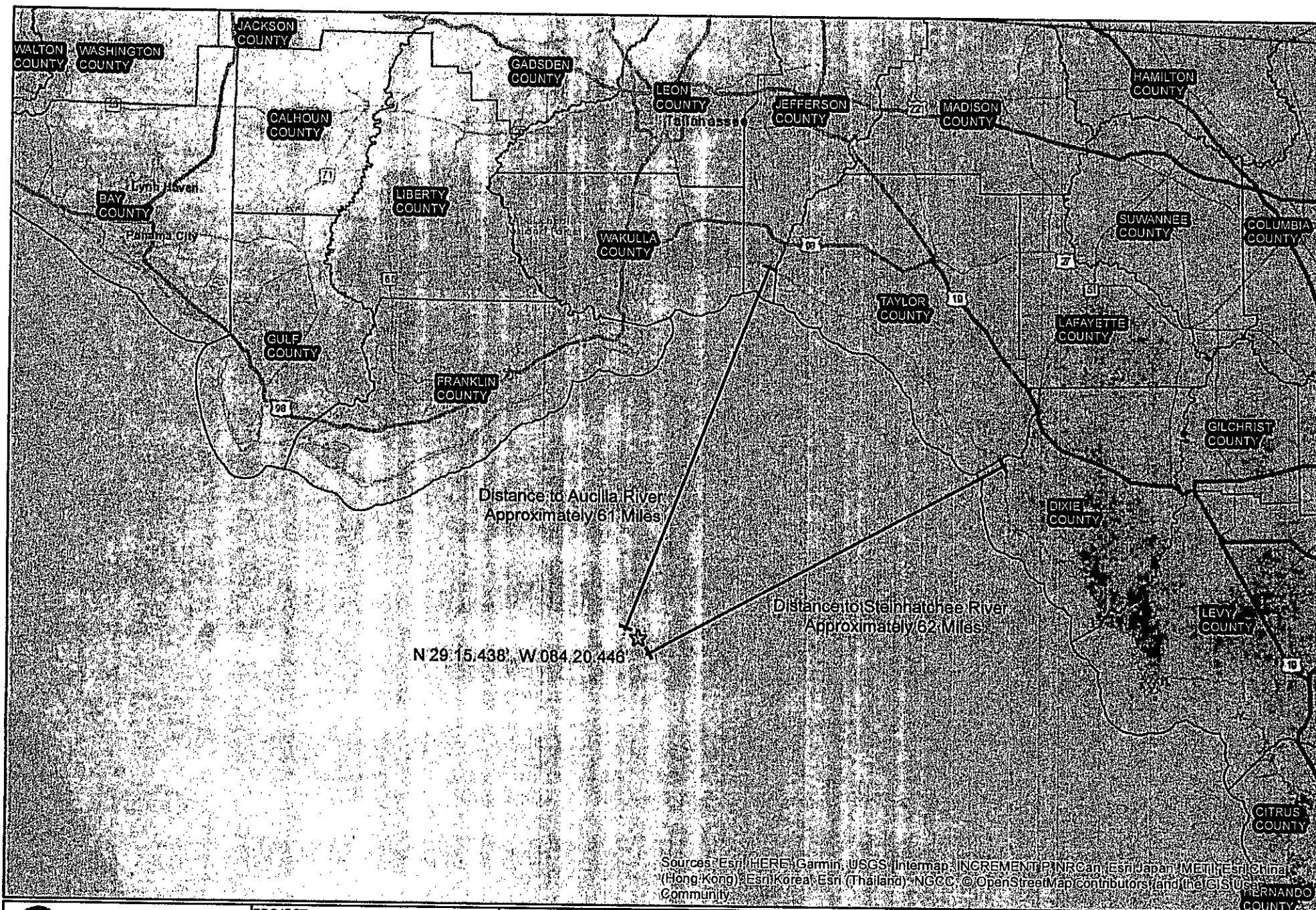
Date: _____

Taylor County Board of County Commissioners

By: _____

Its: _____

Date: _____



MARK WIGGINS, TAX COLLECTOR
OFFICE OF THE TAX COLLECTOR
Taylor County • Post Office Box 30
Perry, Florida 32348-0030

Property Tax Office
Taylor County Courthouse

Phone 850-838-3580
Fax 850-838-3543

June 24, 2021

Honorable Thomas Demps, Chairman
Taylor County Board of County Commission
Perry, FL 32347

Dear Mr. Demps,

Attached please find the Annual End of Year Recapitulation Report for the
Non Ad Valorem Rolls in our county for 2020.

If there are any questions please do not hesitate to contact me.

Respectfully yours,



Mark Wiggins
Taylor County Tax Collector

MW/ke



**TAX COLLECTOR'S RECAPITULATION OF THE NON AD VALOREM TAX ROLL FOR TAYLOR COUNTY, FLORIDA.
2020**

EVERY SPACE MUST BE FILLED IN
WHERE THERE ARE SPACES THAT
ARE NOT APPLICABLE, WRITE "NONE".

DEBITS:

1. Taxes Levied as Certified to Department of Revenue by Property Appraiser
2. Plus Additions to the Roll
3. Less Subtractions from the Roll including Rounding Error
4. Penalties Collected on Current Roll
5. Total Taxes Levied on 2020 Tax Roll

LANDFILL (1)	OCEAN POND (2)	DEERWOOD (3)	WARRIOR CREEK (4)	STRICKLAND LANDING (5)	OAKRIDGE ESTATE (6)	STEINHATCHEE ACRES (7)	BOWDENS SUBDIVISION (8)	SCALLOP BAY (9)	GULF COAST ESTATE (10)	TOTAL NON AD VALOREM TAXES (11)
1,089,815	4,970	6,510	1,505	5,550	990	27,701	1,679	2,506	4,490	1,145,716
560										560
3,891	9	10	9	9		81	10	9	10	4,038
1,094,266	4,979	6,520	1,514	5,559	990	27,782	1,689	2,515	4,500	1,150,314

CREDITS:

Prior Year Corrections

6. Total Monies Collected
(including Individual Tax Sale Certificates)
7. Discounts Allowed
8. Total Cash Credits on Collections
(6 + 7)
9. Warrants Pending
10. County Tax Sale Certificates
11. Errors and insolvencies
12. Uncollected Taxes Due to Pending Litigation County Held Tax Deed
13. Penalties and Interest on Warrants
14. Over (-) or Under (+) Collected
15. Total Credits
(Lines 5 and 15 Should Balance)

410										410
1,044,276	4,835	6,338	1,488	5,385	954	27,075	1,640	2,438	4,371	1,098,800
27,689	144	182	26	162	36	707	49	76	129	29,200
1,072,375	4,979	6,520	1,514	5,547	990	27,782	1,689	2,515	4,500	1,128,411
9,431				12						9,443
12,460										12,460
NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
1,094,266	4,979	6,520	1,514	5,559	990	27,782	1,689	2,515	4,500	1,150,314

I certify that the information contained herein is accurate and correct to the best of my knowledge and belief.

Dated:

6/24/21

Signature:

[Handwritten Signature]

Tax Collector

INPUT

DATE

Amended

(17)

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

June 22, 2021

VIA E-MAIL AND REGULAR MAIL

Hon. Gary Knowles
Clerk of Court
Post Office Box 620
Perry, Florida 32348

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

Re: Mud Bog Ordinance

Dear Gary and LaWanda:

Enclosed the correction that Marty Thompkins of the Sheriff's Office requested, so this is the Ordinance that will come for hearing at the next regular Board meeting.

If you have a question, please let me know.

Hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Mr. Donald R. Curtis, III (via e-mail)
Mr. Sidney C. Bigham, III (via e-mail)

ORDINANCE NO.: _____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA; AMENDING ORDINANCE 2004-4 (COUNTY CODE §§ 10-41 through 10-100), CREATING AN EXCEPTION TO CONTIGUOUS LANDOWNER WAIVER REQUIREMENT UNDER CERTAIN CIRCUMSTANCES; TO PROVIDE SEVERABILITY AND EFFECTIVE DATE; AND REPEAL ALL ORDINANCES IN CONFLICT HERewith.

WHEREAS, in accordance with Florida Statutes, Chapter 125, the Florida Legislature granted the Board of County Commissioners the authority to create and administer regulations regarding public events; and

WHEREAS, the County had previously established rules regulating mud bogging events by passing Ordinance 2001-12 (later amended by Ordinance 2004-4), the same being codified as Article II, §§ 10-41 through 10-100 of the Taylor County Code; and

WHEREAS, §10-63 states, with regard to such a mud bogging event, "...The owner, exact location, legal description, area and shape of all lands to be used for parking or other uses incidental to the event. All mud bogging (or other similarly noisy activities), shall be located a minimum of 660 feet from the nearest property line, unless a waiver signed by the adjoining property owner(s) is submitted with application for license."; and

WHEREAS, other portions of §§ 10-41 through 10-100 require waivers to be executed by landowners contiguous the event property if event activities are to occur within 660 feet of said contiguous property's shared boundary; and

WHEREAS, the County Commission recognizes that, as it relates to such 660 foot buffer, there should be a distinction between transit to and from such an event, and all other mud bogging related activities; and

WHEREAS, the County wishes to amend its Code of Ordinances in order to recognize said distinction as it relates to obtaining a mud bogging event permit.

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

SECTION 1. Recitals.

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

SECTION 2. Amendment of Code.

Chapter 10, Article II, §§ 10-41 through 10-100, is amended as follows:

ARTICLE II. - MUD-BOGGING EVENTS

DIVISION 1. - GENERALLY

Sec. 10-41. - Definitions.

Automobile parking space, when required by this article, means any space permanently maintained for the duration of the outdoor event with not less than 144 square feet of usable area, and not less than eight feet wide at any place, on or contiguous to the land on which the outdoor event is conducted, so located and arranged as to permit the parking of, and be readily accessible under its own power to, a passenger automobile of average size.

Event means any mud-bogging where participants are paid or admission is charged that is an event, and/or where 25 trucks or 50 people are present.

Sec. 10-42. - Penalties.

The penalty for violation of the requirements for this article is \$1,000.00 dollars for the first offense, and \$5,000.00 for each offense thereafter. Said violation is a civil infraction.

Secs. 10-43—10-60. - Reserved.

DIVISION 2. - LICENSE

Sec. 10-61. - Required; time for filing application.

- a) Every person conducting, managing or carrying on an event shall first procure a permit and pay a permit and license fee in the amount set forth in section 10-63.
- b) An application for a license for an event shall be filed not less than 60 days prior to the beginning of such event, or not less than five days after the effective date of the ordinance from which this article derives.

Sec. 10-62. - Issued only by the board of county commissioners.

Except as otherwise provided in this article, a license required by this article shall not be issued except upon the order of the board of county commissioners after the board has approved a mud-bogging permit for the event as specified in this article.

Sec. 10-63. - Application—Contents required.

An application for a license for a mud-bogging event shall include:

- 1) The applicant's full name and the physical address where any notice or other correspondence may be sent by certified mail, return receipt requested, (a post office box may not be given) along with a current picture identification of the applicant which will be photocopied.
- 2) The owner, exact location, legal description, area and shape of the premises on which it is planned to conduct the event.
- 3) The owner, exact location, legal description, area and shape of all lands to be used for parking or other uses incidental to the event. All mud bogging (or other similarly noisy activities) shall be located a minimum of 660 feet from the nearest property line, unless a waiver signed by the adjoining property owner(s) is submitted with application for license.
- 4) The date or dates and the hours during which the outdoor event is to be conducted, and during which the premises will be under the control of the applicant.
- 5) An estimate of the minimum and maximum numbers of customers, spectators, participants and other persons expected to attend the event for each day it is conducted.
- 6) A statement whether security will be provided by a private security operator or whether arrangements have been made for security to be provided by off-duty county deputy sheriffs through the sheriff's office. If private security is being used, a sworn statement from the private security operator is needed. Such sworn statement shall set forth the name and address of the private

security operator and certify that all guards to be used are licensed and bonded and do not have a felony record or a criminal history of any violence. If off-duty deputy sheriffs are being used, then a statement from the sheriff's office is needed which states that the sheriff has approved this off-duty work.

- 7) A statement as to what medical/ambulance services will be provided.
- 8) Such other information pertinent to the outdoor event as the board of county commissioners or any other county officer finds necessary and requires in order to determine whether or not the license should be granted and, if granted, the conditions of such license. Such information must be provided to the applicant within 30 days of his or her application.
- 9) A consent to the entry at any time in the course of his or her duties of any emergency personnel (EMS), peace officer, member or employee of the board of county commissioners, county manager, county engineer, county forester or county fire chief or state fire marshal, sheriff, county health officer and any other county officer or state officer in the performance of his or her duties.
- 10) A license fee of \$250.00.

Sec. 10-64. - Same—Accompanying documents.

At the time of filing an application for a license for an outdoor event, the applicant, at the same time, shall also file:

- 1) Four copies of a map drawn to scale of at least one inch to 400 hundred feet, showing:
 - a. The location of the property concerned;
 - b. The location of all highways, roads, lots and parcels of land within 660 feet of the exterior boundaries of the proposed use;
 - c. The location of the parking area and all other areas to be used for other uses incidental to the event;
 - d. All interior access ways;
 - e. Access to the property;
 - f. The location of all toilet, medical, drinking and other facilities;
- 2) A certified list, as shown on the latest available assessment roll of the county of the names and addresses of all persons to whom all property is assessed within 660 feet of the exterior boundaries of the proposed use;
- 3) A document showing that the applicant is the owner of the premises, or an agreement in writing signed by the owner permitting such use of the premises and the filing of the application;
- 4) An agreement signed by the applicant and by the owner of the subject premises that they will reimburse all owners and occupants of property

adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant, owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event not been held; and

- 5) A standard hold harmless and indemnification form completed and executed by the applicant and the owner of the subject premises stating that they will each indemnify and the county and the sheriff, as well as the board of county commissioners, all county employees, agents, appointees, and designees from any and all manner of action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever which may result from or be in any way connected or related to the event.

Sec. 10-65. - Public hearings.

- a) Required. Upon receipt of an application for a license to conduct an event, the board of county commissioners shall determine whether or not more 1,000 persons will attend the event. In making such determination, the board may consider but is not bound by the number stated in the application. If the board finds that not more than 1,000 persons will attend the event and also makes the findings required in section 10-66, then the board may, without holding a public hearing, grant the license. Such license shall not permit more than one thousand (1,000) to attend. Otherwise, the commission shall set the application for hearing. The applicant will pay all advertising cost for public hearings.
- b) Notice of public hearing. The clerk of the court of the county shall serve notice, by certified mail return receipt requested, of the time and place of a hearing required by section 10-66, and not less than (5) days before such hearing serve notice of the time and place of hearing upon all persons whose names and addresses appear upon the latest available assessment roll of the county as owning property within 660 feet of the exterior boundaries of the proposed use.

Sec. 10-66. - Grant or denial conditions.

A license required by this article shall be granted or denied by the board of county commissioners. A license shall not be granted unless the board of county commissioners also finds that the proposed event will not in any way substantially jeopardize, adversely affect, endanger or otherwise constitute a menace to the public health, safety or general welfare, or be materially detrimental to the property of other persons located in the vicinity of such use. The board of county commissioners may find that a location is unsuitable even if in the proper zone.

Sec. 10-67. - Number of participants; dates and hours; conditions.

- a) A license for an event shall state the maximum number of participants permitted. In deciding this maximum, the board of county commissioners may be guided by, but is not bound by the estimate stated in the application for a license.
- b) A license for an event shall state the dates and hours during which the event may be conducted. Unless otherwise approved by the board, the hours will be limited to between 7:00 a.m. and 7:00 p.m.
- c) In granting a license, the board of county commissioners may attach such conditions as it finds necessary to accomplish the purpose of this ordinance, including, but not limited to:
 - 1) Provisions for cleaning up the premises after the termination of the outdoor event;
 - 2) Advertising permitted, including advertising by radio, television or loudspeaker;
 - 3) Assuring that the number attending does not exceed the number permitted by the license;
 - 4) Such other conditions as the board finds necessary for reasons of health, sanitation, supply of food, supply of water, or promotion of the general welfare.
- d) Such conditions shall appear on the license.

Sec. 10-68. - Modification, suspension or revocation.

After a hearing, the board of county commissioners may revoke, suspend or modify a license for an event for any just reason, including but not limited to any non-compliance with any ordinance, state law, or county or state rule.

Secs. 10-69—10-90. - Reserved.

DIVISION 3. - REQUIREMENTS OF LICENSEE

Sec. 10-91. - Limitations.

- a) Dates and hours. The licensee shall operate the event only on those days and during the hours specified on the license.
- b) Admission and number of participants. The licensee shall not admit any person to an event if such admission would result in a greater number of persons present than permitted by the license.

Sec. 10-92. - Advertising.

A person shall not advertise or announce by any means or medium, including but not limited to pamphlets, handbills, newspapers, radio and television, the holding of an event prior to the granting of a license permitting such event. The licensee or other person shall not print, distribute, broadcast or use any such advertising or announcement, or any other advertising of the event, which has not first been approved by the board of county commissioners.

Sec. 10-93. - Access ways.

- a) The licensee shall provide all exterior and interior access ways that the sheriff, the fire chief and the county engineer find necessary for the use of participants at the event, all exterior and interior access ways shall be clearly delineated by means of curbs or buffers on the ground. A person shall not occupy any such access way except for the purpose of access or to cross the same.
- b) Special Access.
 - 1) If ingress and egress to the event is by way of a non-public roadway, the applicant shall ensure one (1) lane of traffic (maintained road surface - not including ditch) at least ten (10) feet wide is reserved for the exclusive use of: (i) EMS, Emergency Vehicles, Fire Trucks, Law Enforcement Vehicles and Ambulances for ingress and egress to the event, (ii) for property owners whose property is adjacent to the non-public roadway ("Adjacent Owners") for ingress and egress to their own property, and (iii) as an exit lane for patrons. Said dedicated lane shall be cordoned off from unauthorized use by any means necessary (at a minimum, traffic control cones should be deployed approximately every 50 feet along the edge(s) of said dedicated lane). The Applicant will also ensure that the Adjacent Landowners' primary means of access to his or her property remains unobstructed.

Sec. 10-94. - Parking.

Every premises on which an event is conducted shall have on such premises or contiguous thereto automobile parking spaces equal to one-fifth of the number of persons which the license permits to attend the said event unless the county engineer finds that a smaller number is sufficient, in which case the parking area shall be graded, marked and separated by a physical barrier from the area where the patrons will watch the performance. At all times between (1) hour before the beginning of the outdoor event and (1) hour after its termination, the licensee shall provide parking attendants at all entrances, exits and within the parking lots.

Sec. 10-95. - Communication system.

The licensee shall install and at all times during which the event is in progress maintain an emergency communications system which the sheriff, the county forester and the fire chief find adequate for fire and police protection.

Sec. 10-96. - Fire protection.

The licensee shall provide all fire protection and fire safety measures as the county forester and the county fire chief find necessary to protect those attending the event.

Sec. 10-97. - Security guards.

The licensee shall provide one licensed and bonded security guard supplied by a private security operator or one off-duty county deputy sheriff hired through the sheriff's office for each 200 persons which the license permits to attend, whether actually present or not, shall be constantly in attendance during the entire time the event is in progress, and shall devote his or her entire time and attention to keeping order, and observing and enforcing all applicable statutes and ordinances, including the provisions of this article. No private security guard may be a convicted felon or have a criminal record that includes a crime of violence.

Sec. 10-98. - Drinking water.

- a) The licensee shall provide drinking water that is safe and meets the requirements of Florida Statutes, Florida Accessibility Code and Florida Administrative Code, and meets the following standards:
 - 1) One water supply for over 50 through 100 persons;
 - 2) Two water supply for more than 100 but less than 500 persons;
 - 3) One additional water supply for each additional 500 persons or fraction thereof.
- b) If the county health officer finds that lesser or different facilities are sufficient instead of the above, the licensee shall provide such facilities.

Sec. 10-99. - Sanitary facilities.

- a) Sanitary facilities shall be provided as required by the county health officer.
- b) The licensee shall be responsible for all commercial waste and shall be responsible for paying for the pick up of all waste generated.

Sec. 10-100. - Alcohol or drugs.

A person shall not enter, be or remain on any part of the premises on which an event is conducted while in the possession of, consuming, using or under the influence of any alcoholic beverage or drugs. The license shall not permit any such person to enter or remain upon the licensed premises.

SECTION 3. Severability.

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

SECTION 4. Effective Date.

Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
THOMAS DEMPS, Chairperson

ATTEST:

GARY KNOWLES, Clerk

18

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER REQUEST APPROVE RESIDENTIAL SOLID WASTE HAULING SERVICES PERMIT FOR POP'S SANITATION SERVICES, LLC.

MEETING DATE REQUESTED:

JULY 6, 2021

Statement of Issue: TO CONSIDER PERMIT APPLICATION. .

Recommended Action:

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR, ON BEHALF OF TOMMY HARDEE, POP'S SANITATION SERVICES, LLC.

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: TOMMY HARDEE, POP'S SANITATION SERVICES, LLC. HAS SUBMITTED AN APPLICATION TO OFFER SOLID WASTE HAULING SERVICES IN TAYLOR COUNTY. CONSIDERATION FOR APPROVAL SHOULD BE PROVISIONAL AND UPON RECEIPT OF COMPLETE APPLICATION AND SUPPORTING DOCUMENTS.

Options: APPROVE/NOT APPROVE

Attachments: APPLICATION



**APPLICATION FOR
RESIDENTIAL SOLID WASTE HAULING SERVICES
PERMIT**

This application form must be completed by each applicant that wishes to obtain a permit from Taylor County for residential solid waste hauling services.

An applicant must provide the county with all of the information and documents requested in Section 1-19 below, including the application that is described below. An applicant may attach additional sheets of paper to this application form, if necessary. Applicant must show residency in Taylor County, Florida for the past five (5) years.

1. Applicant Information

Please provide the name, address and telephone number of the Applicant.

Name of Applicant: Pop's Sanitation Services LLC

Mailing Address: PO Box 555 Madison, FL 32341

Email Address: tommy@popssanitation.com

Telephone No.: 955-563-9400

2. Applicant's Authorized Representative.

Please provide the name, address and telephone number of the Applicant.

Name of Representative: Tommy Hardee

Mailing Address: PO Box 555 Madison FL 32341

Email Address: tommy@popssanitation.com

Telephone No.: 950-973-7809

3. Type of Business Entity.

Please state whether the Applicant is an individual, a corporation, a partnership, or other type of entity.

LLC

4. Applicant's Principals.

If the applicant is a corporation, partnership or other business entity, please provide the name, address, and title of the Applicant's majority shareholder and each person that is a principal officer (e.g., Chief Executive Officer; President; Vice-President; Chief Operating Officer; etc.).

Name: Tommy and Kaila Hardee
Address: PO BOX 555, Madison, FL 32341
Title: owners

5. Applicant's Managers.

Please provide the name, address, and telephone number of each person that will serve as the Applicant's local manager (i.e., the person that will be responsible for performing or supervising the Residential Solid Waste Hauling Services for the Applicant).

Name: Tommy Hardee
Address: PO BOX 555 Madison, FL 32341
Title: owner, manager

6. Proof of Good Standing.

If the Applicant is a corporation, please provide proof that the corporation is in good standing in the State of Florida.

7. Authorization to do Business in Florida.

If the Applicant is not a Florida corporation, please provide proof that the Applicant is authorized to do business in Florida.

8. Fictitious Name.

If the Applicant is operating under a fictitious name, please provide information demonstrating that the fictitious name is properly registered by the Applicant.

9. Applicant's Experience.

- (a) Please provide a summary of the Applicant's experience with regard to the collection of Residential Solid Waste.
- (b) Provide a complete list of all of the communities in Florida and other states (but not more than ten (10) communities) where the Applicant has provided solid waste collection services in the last five (5) years.

- (c) For each community listed in Section 9(b) above, please provide the name, address and telephone number of a reference (i.e., a person employed by the local government in that community who can provide information concerning the quality of service by the Applicant).

10. Prior Enforcement Issues.

- (a) Please provide a complete list of all communities (if any) where the Applicant's permit, approval, franchise, or license to provide solid waste collection services was suspended or revoked.
- (b) Provide a complete list of all felony convictions, and misdemeanor convictions with the last five (5) years, involving the Applicant's collection, receiving, storing, separating, transportation, or disposal of solid waste. If the Applicant is not an individual, also provide a list of such convictions for the Applicant's majority shareholder, any person having a controlling interest in the Applicant, and each person that is an officer or partner of the Applicant.
- (c) Provide a complete list of all civil penalties and liquidated damages in excess of five thousand dollars (\$5,000.00) that were assessed against the Applicant by local, state, and federal governmental entities within the last five (5) years involving the collection, transportation, or disposal of solid waste.
- (d) With regard to Sections 10(a) through 10(c), above, provide any information concerning the convictions, penalties, liquidated damages, etc., that the Applicant believes will help the County understand the facts concerning those matters.

11. Potential Customers.

Please provide the name and address of each residence that will be provided Residential Solid Waste Hauling Services by the Applicant if this Application is approved. Please provide this information on the blank form that is attached hereto entitled "Taylor County Residential Solid Waste Hauling Application Response; Potential Customers, Paragraph 11; Potential Customers".

12. Vehicles, Equipment & Containers.

Please provide a list of the vehicles, equipment, and containers that will be used by the Applicant to provide Residential Solid Waste Hauling Services in the County. The list must identify the make, model, identification number, and year of each vehicle and piece of collection equipment. The list also must identify the size and type of each container that will be used by the Applicant. Please provide this information on the blank form that is attached hereto entitled "Taylor County Residential Solid Waste Hauling Application Response; Vehicles, Equipment and Containers, Paragraph 12; Vehicles Equipment & Containers". Also include the street address of the equipment yard(s) where the Applicant's vehicles, equipment, and containers are stored when they are not in use.

13. Insurance Requirements.

Please provide a properly executed Certificate of Insurance form demonstrating that the Applicant has the following types and amounts of insurance coverage's issued by an insurance company that is licensed to do business in the State of Florida, with an A.M. Best Rating of B+ or better, Class VII (or higher), or otherwise acceptable to the County, if the company is not rated by A.M. Best.

- (a) Comprehensive General Liability Insurance with a limit of a one million dollar (\$1,000,000) per occurrence and a one million dollar (\$1,000,000) general aggregate. This policy must include the

following coverage's: premises and operations liability, independent contractors, products and completed operations, personal injury, contractual liability, and fire damage.

- (b) Automotive Liability Insurance coverage providing a combined single limit of not less than five hundred thousand dollars (\$500,000) per occurrence. This policy must include the following coverage's: bodily injury and property damage including premises and operations.
- (c) Workers Compensation Insurance shall be provided for all of the Applicant's employees as required under Florida law (a Workers Compensation Exemption shall be acceptable with submittal of a signed "Hold Harmless, Release and Indemnity Agreement"); and
- (d) Employers Liability Insurance providing a single limit of not less than one million dollars (\$1,000,000); bodily injury by each accident, and providing a single limit of not less than one million dollars (\$1,000,000), bodily injury per each employee, and providing a single limit of not less than one million dollars (\$1,000,000) bodily injury by disease policy limit.

The certificate of insurance must demonstrate that the insurance coverage will be in effect for the term of the proposed Agreement. The certificate of insurance must name the County as an additional insured (except with regard to workers compensation and employees liability insurances).

The "certificate holder" box on the certificate of insurance shall read as follows:

Taylor County Board of County Commissioners
108 N. Jefferson Street
Perry, Florida 32347

14. Bond Requirements.

Please provide a performance bond in the amount of fifty thousand dollars (\$50,000). The bond must be attached hereto and is subject to review and approval of the County Attorney. The bond must be issued by a surety licensed to do business in the state of Florida

15. Other Information.

Please provide any other information the Applicant believes will demonstrate that:

- (a) The Applicant has the experience, personnel, equipment, and other resources necessary to provide Residential Solid Waste Hauling Services in Taylor County.
- (b) The Applicant has the capacity and willingness to comply with all applicable local, state, and federal laws; and
- (c) The award of a Permit to the Applicant will be in the public interest.

16. Permit Agreement.

Please sign and properly execute the "Permit Agreement for Residential Solid Waste Hauling Services" that is attached hereto.

17. Affidavit.

Please sign and properly execute the blank "Affidavit in support of Permit Application" that is attached hereto.

18. Effective Date of Permit Agreement.

Please identify the date when the Applicant wants its Permit to take effect.

ASAP

19. Attachments.

All of the information and documents requested in paragraphs 1-18, above, must be attached to this Application and submitted to the Taylor County Solid Waste and Environmental Program Management.



TAYLOR COUNTY RESIDENTIAL SOLID WASTE HAULING APPLICATION RESPONSE
POTENTIAL CUSTOMERS, PARAGRAPH 11; POTENTIAL CUSTOMERS

Name: Channah Galbraith
Address: 208 11th Street, Steinhatchee, FL
Name: Brady Squires
Address: 1512 SE 2nd Avenue, Steinhatchee, FL
Name: Hope Webb
Address: 1308 1st Street, Steinhatchee, FL
Name: Kin Johnson
Address: 20475 Ponce de Leon Road, Keaton Beach, FL
Name: James Bland
Address: 120 Cedar Island Road, Perry, FL
Name: Steve Wingate
Address: 21460 Heron Road, Cedar Island, FL
Name: Allen Sowell
Address: 21417 Widgeon Road, Cedar Island, FL
Name: Elizabeth Ogles
Address: 109 First St. NW Steinhatchee, FL
Name: Casey and Kristen Tuten
Address: Cedar Island
Name: Robert Barrs
Address: 21095 Marina Road, Keaton Beach, FL
Name: _____

Address: _____



TAYLOR COUNTY RESIDENTIAL SOLID WASTE HAULING APPLICATION RESPONSE
VEHICLES, EQUIPMENT & CONTAINERS, PARAGRAPH 12; VEHICLES, EQUIPMENT & CONTAINERS

Type:	Vehicle <input checked="" type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	<u>HINO</u>	Model:	<u>195</u>	I.D. #:	<u>2020</u>
Type:	Vehicle <input checked="" type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	<u>Peterbilt</u>	Model:	<u>337</u>	I.D. #:	<u>2021</u>
Type:	Vehicle <input checked="" type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	<u>Peterbilt</u>	Model:	<u>337</u>	I.D. #:	<u>2021</u>
Type:	Vehicle <input checked="" type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	<u>Peterbilt</u>	Model:	<u>520</u>	I.D. #:	<u>2021</u>
Type:	Vehicle <input checked="" type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	<u>Peterbilt</u>	Model:	<u>567</u>	I.D. #:	<u>2021</u>
Type:	Vehicle <input type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input checked="" type="checkbox"/>	<u>96 gallon Toter carts</u>	
Make:	_____	Model:	_____	I.D. #:	_____
Type:	Vehicle <input type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	_____	Model:	_____	I.D. #:	_____
Type:	Vehicle <input type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	_____	Model:	_____	I.D. #:	_____
Type:	Vehicle <input type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	_____	Model:	_____	I.D. #:	_____
Type:	Vehicle <input type="checkbox"/>	Equipment <input type="checkbox"/>	Container <input type="checkbox"/>		
Make:	_____	Model:	_____	I.D. #:	_____

Street Address of Equipment Yard for Storage of Vehicles, Equipment, and Containers.

Address: 300 Industrial Park Road, Monticello, FL



ADDITIONAL INFORMATION 9(a) – 10(c)

Summary of Applicant's experience -

9(a): Pop's Sanitation Services, LLC is a locally owned company that was established in 2020. We provide residential and commercial waste pickup services.

List of Communities Where Solid Waste Collection Services Have Been Provided -

9(b):

N/A

☐

Our services are currently provided throughout Jefferson County.

Other Community Reference - 9(c):

N/A

☐

Name:

Beth Letchworth

Address:

21460 ~~Letchworth Road~~ ^{Heron Road}, Cedar Island, FL

Telephone No.:

850-508-5996

Name:

Sheriff Mac McNeill

Address:

171 Industrial Park, Monticello, FL

Telephone No.:

850-997-2523

List of Communities Where Permit was Suspended or Revoked -

10(a):

N/A

☒

List of all Felony and Misdemeanor Convictions in Five Years - 10(b):

N/A

☒

List of all Civil Penalties and Liquidated Damages > \$5,000 - 10(c):

N/A ☒



HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____, 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:

RESIDENTIAL SOLID WASTE HAULING SERVICES

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 _____ day of _____, 201____,

WITNESS:

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, _____, 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 _____ day of _____, 201____.

NOTARY PUBLIC

My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 201____, by



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George H. Odlome Insurance Agency Inc. PO Box 830 Brandon FL 33509		CONTACT NAME: Kristen Eakins PHONE (A/C, No, Ext): (813) 685-7731 FAX (A/C, No): (813) 685-1823 E-MAIL ADDRESS: keakins@odlomeinsurance.com	
INSURED Pop's Sanitation Services, LLC PO Box 555 Madison FL 32341		INSURER(S) AFFORDING COVERAGE INSURER A: Ategrity Specialty Insurance Co INSURER B: PROGRESSIVE EXPRESS INSURANCE INSURER C: FUBA INSURER D: Evanston Insurance Co INSURER E: INSURER F:	
		NAIC # 10193	

COVERAGES**CERTIFICATE NUMBER:** 21/22 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			01-C-PK-P20019847-0	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Comp/collision Deducts \$ 1000.00
B	AUTOMOBILE LIABILITY			03259287-0	02/10/2021	02/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						PIP-Basic \$ 10,000
	EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			11561	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			4IM1030791	02/10/2021	02/10/2022	Limit \$100,500 deductibles \$1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Insurance Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

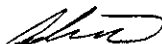
PRODUCER George H. Odiorne Insurance Agency Inc. PO Box 830 Brandon FL 33509		CONTACT NAME: Kristen Eakins PHONE (A/C, No, Ext): (813) 685-7731 FAX (A/C, No): (813) 685-1823 E-MAIL ADDRESS: keakins@odiorneinsurance.com	
INSURED Pop's Sanitation Services, LLC PO Box 555 Madison FL 32341		INSURER(S) AFFORDING COVERAGE INSURER A: Ategrity Specialty Insurance Co INSURER B: PROGRESSIVE EXPRESS INSURANCE INSURER C: FUBA INSURER D: Evanston Insurance Co INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21/22 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		01-C-PK-P20019847-0	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		03259287-0	02/10/2021	02/10/2022	GENERAL AGGREGATE \$ 2,000,000
		PRODUCTS - COMP/OP AGG \$ 2,000,000				
		Comp/collision Deducts \$ 1000.00				
		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>		11561	04/01/2021	04/01/2022	BODILY INJURY (Per person) \$
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
		PIP-Basic \$ 10,000				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		4IM1030791	02/10/2021	02/10/2022	EACH OCCURRENCE \$
		AGGREGATE \$				
		PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>				
		E.L. EACH ACCIDENT \$ 1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
	Inland Marine					Limit \$100,500 deductibles \$1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Taylor County Board of County Commissioners 108 N Jefferson St Perry FL 32347	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
POP'S SANITATION SERVICES, LLC

Filing Information

Document Number	L20000265757
FE/EIN Number	85-3306740
Date Filed	08/26/2020
Effective Date	08/25/2020
State	FL
Status	ACTIVE

Principal Address

123 S. CALHOUN STREET
TALLAHASSEE, FL 32301

Mailing Address

P. O. BOX 555
MADISON, FL 32341

Registered Agent Name & Address

AUSLEY & MCMULLEN, P.A.
123 SOUTH CALHOUN STREET
TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title MGR

HARDEE, THOMAS R
P. O. BOX 555
MADISON, FL 32341

Annual Reports

Report Year	Filed Date
2021	03/17/2021

Document Images

[03/17/2021 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[08/26/2020 -- Florida Limited Liability](#)

[View image in PDF format](#)

Detail by Entity Name

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L20000265757

Entity Name: POP'S SANITATION SERVICES, LLC

Current Principal Place of Business:

123 S. CALHOUN STREET
TALLAHASSEE, FL 32301

Current Mailing Address:

P. O. BOX 555
MADISON, FL 32341

FEI Number: 85-3306740

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

AUSLEY & MCMULLEN, P.A.
123 SOUTH CALHOUN STREET
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name HARDEE, THOMAS R
Address P. O. BOX 555
City-State-Zip: MADISON FL 32341

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: THOMAS HARDEE

MANAGER

03/17/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date

James W. Wolaver

394 Lake Road

Monticello, FL 32344

(850) 728-0262

www.jw-wolaver.com

Professional Experience

08/06 to 07/20

Oakleaf Waste/ Waste Management

Vendor Relations Manager

- Procurement responsibility exceeding \$300 million/year
- 2017 EBIT Award
- 2019 Largest hauler integration level recognition
- 2020 Asked to extend time with WM during COVID-19 scaling project

02/00 to 07/06

Waste Management

08/05 to 08/06

District Manager (Tallahassee, FL)

07/01 to 07/03

Division Manager (Eastern, CT)

07/00 to 06/01

Division Manager (Franklin and Canterbury, CT)

02/00 to 06/00

New England Region – Special Projects

- P&L responsibility for up to \$200 million/year budget
- Merged 7 branches into 3 divisions
- Decertified large union division

06/93 to 01/00

Loomis Armored / Loomis Fargo & Company

05/97 to 01/00

General Manager – Greater Gulf Coast Area

- P&L responsibility for \$15 million/year budget
- Branches located in Gulfport, Mobile, Pensacola, and Panama City
- Merged 8 sites into 4 branches
- Successfully involved in decertification of 3 union branches
- Trained 5 General Managers for regional office

06/93 to 04/97

Director of Safety/Regional Risk Manager -Southern Region - Dallas, TX

- Developed and implemented casualty loss control program for \$30 million/year, 6 state transportation company
- Responsibilities expanded to security area, reduce armed robbery, employee theft, and related cargo losses
- Achieved a 59% reduction in claim frequency, a savings of \$763K by fiscal year '97
- Qualified company by Texas Safety Association as a DDC Training Agency
- Staffed and trained branch Safety Managers

04/84 to 05/93 **Browning Ferris Industries**

05/91 to 05/93 *Operations Manager – Dallas, TX*

- Management of commercial transportation department, which provided waster service to 15,500 commercial and 60,000 residential customers
- Staffed and supervised 120 drivers, 4 supervisors, 5 dispatchers, and 3 clerks
- Responsible for operational efficiency and customer satisfaction for transportation and disposal services in the Greater Dallas/Ft. Worth Metroplex

04/88 to 05/91 *Safety Manager – Dallas, TX*

- Management of Risk/Loss Control Department
- Ensured safe and healthful working environment of district operations
- Developed and implemented annual risk management plan
- Maintained regulatory compliance with OSHA, DOT, and DOH
- Managed claims, negotiated settlements, and coordinated defense strategies on district liabilities
- Developed the company's first Medical Waste training manual
- Reduced claims expense from \$3.2 million to \$870K / year
- Promoted to Operations Manager

03/84 to 04/88 *Safety Manager – Austin, TX*

- Initiated the first loss prevention plan in the Austin district
- Successfully managed department until promoted to merge \$115 million/ year acquisition in Dallas, TX in 04/88

03/82 to 03/84 **City of Italy, Texas**

Coordinator of Emergency Medical Services

- Responsible for compliance with Department of Health regulations, scheduling of meetings, preparing claims for payment, and record keeping
- Organized local emergency medical service for occupants of Southern Ellis County Texas
- Recruited and organized volunteer Emergency Care Attendants

Education

1981 to 1983 University of Texas at Arlington – Major Business Management

1979 to 1981 Navarro Junior College, Corsicana, Texas – Major Business Management

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND APPROVE THE INTERLOCAL AGREEMENT FOR EMERGENCY SHELTERING IN TAYLOR COUNTY BETWEEN THE TAYLOR COUNTY BOARD OF COUNTY COMMISSION, THE TAYLOR COUNTY SCHOOL BOARD, AND THE TAYLOR COUNTY SHERIFF'S OFFICE.

MEETING DATE REQUESTED: JULY 6, 2021

Statement of Issue: BOARD TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE TAYLOR COUNTY BOARD OF COUNTY COMMISSION, THE TAYLOR COUNTY SCHOOL BOARD, AND THE TAYLOR COUNTY SHERIFF'S OFFICE.

Recommended Action: APPROVE

Fiscal Impact: \$0

Budgeted Expense: N/A

Submitted by: KRISTY ANDERSON, EM DIRECTOR

Contact: EMERGENCY MANAGEMENT - 838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Taylor County Board of County Commission, the Taylor County School Board, and the Taylor County Sheriff's Office recognize their mutual obligations and responsibility for the sheltering of the citizens of Taylor County during a state of declared local emergency. This agreement was executed on August 23, 2019 and was extended last year with all parties in agreement.

Options:
1. APPROVE
2. NOT APPROVE

Attachments: Inter-local Agreement for Emergency Shelters in Taylor County.

**INTERLOCAL AGREEMENT
FOR
EMERGENCY SHELTERS
IN TAYLOR COUNTY**

THIS AGREEMENT made this 23rd day of August, 2019, by and between the Taylor County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Taylor County School Board, a public agency of the State of Florida, hereinafter referred to as the "School Board", and the Taylor County Sheriff's Office.

WHEREAS, the County, School Board, and the Taylor County Sheriff's Office/EM recognize their mutual obligations and responsibility for the sheltering of the citizens of Taylor County during a state of declared local emergency, and

WHEREAS, it is mutually beneficial for the County, School Board, and the Taylor County Sheriff's Office/EM to support efforts that facilitate communications and coordination; and

WHEREAS, the County, School Board, and the Taylor County Sheriff's Office/EM recognize the mutual benefits which will arise from the School Board providing facilities and staff to assist the County during a state of declared local emergency; and

WHEREAS, Section 252.38 (d), Florida Statutes, provides for the use of School Board facilities and necessary personnel to staff such facilities during declared emergencies; and

WHEREAS, Section 1013.372, Florida Statutes, requires the incorporation of Enhanced Public Shelter Design Criteria in new educational facilities to serve as public shelters for emergency management purposes; and

WHEREAS, Section 1013.372, Florida Statutes, provides exemption criteria from using the Enhanced Shelter Design Criteria; and

WHEREAS, Section 252.385, Florida Statutes, defines the State's intent to not have a deficit of safe public shelter space in any region of the State; and

WHEREAS, through this agreement the County, School Board, and the Taylor County Sheriff's Office/EM wish to maintain and enhance their cooperative and productive relationship to serve the citizens of Taylor County; and

NOW, THEREFORE, by it mutually agreed between the County, School Board, and the Taylor County Sheriff's Office/EM that the following requirements, criteria, standards and procedures shall be utilized in the preparing and coordinating the sheltering needs of the citizens of Taylor County during a state of declared local emergency:

1. This Interlocal Agreement is entered into pursuant to the provisions of Sections 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein, including, but not limited to the following specific provisions:
 - (a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinance and rules, and all pensions and relief, disability, workers' compensations and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Interlocal Agreement;
 - (b) This Interlocal Agreement does not and shall not be deemed to relieve any other parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to the Interlocal Agreement, in which case performance provided hereunder may be offered in satisfactions of the obligation or responsibility;
2. If any provisions of the Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.
3. Each party agrees that it will execute any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.
4. No waiver by either party of any term or condition of the Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different sections, subsection, paragraph, subparagraph, clause, phrase, or other provision of the Agreement.
5. Throughout the year the School Board shall work cooperatively with the County and the Taylor County Sheriff's Office/EM to enhance the sheltering operations.

- a. The School Board will provide the building, core shelter staff that will include administration, custodial, and food service personnel. In addition, district support teams from Information Services, Transportation, Equipment, Materials, Facilities, Maintenance and Custodial may be required.
6. In the event a state of local emergency is declared by the County:
 - a. The Taylor County Director of Emergency Management or designee shall notify the School Board Superintendent of the declaration of a state of local emergency.
 - b. The School Board shall, in a manner consistent with the County's Emergency Plan, render assistance to the County.
 - c. The Taylor County Director of Emergency Management or designee shall coordinate the activities and services included in the Emergency Plan, pursuant to Section 252.38, Florida Statutes.
 - d. Every attempt will be made to have a law enforcement or school safety officer present before opening a shelter and during operation of the shelter.
 - e. In order to support shelter operations, the School Board shall provide a liaison in the emergency operations center or a direct contact, during the time shelters in schools are open.
7. For the duration of such emergency, all School Board employees shall remain employees of the School Board for the purpose of maintaining medical and workers compensation insurance.
8. The County shall reimburse the School Board for actual costs to the School Board for overtime wages, including mandatory benefits, paid to School Board employees while assisting the County during a state of local emergency declared pursuant to Section 252.38 (5), Florida Statutes. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with the individual time records of said employees along with FEMA ICS – 214 form for each person. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources.
9. The County shall reimburse the School Board for actual costs to the School Board for all eligible supplies and eligible materials utilized for the operation of a shelter while assisting the County during a state of local emergency declared pursuant to Section 252.38(5),

Florida Statutes. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with itemized records of said costs. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources. Payment shall be made to the School within 60 days, or as soon as possible.

10. This Agreement shall at all times be subordinate to the authority of the State Division of Emergency Management to make available any equipment, services, or facilities pursuant to Section 252.42, Florida Statutes, and to the plans of the Federal Government and the State of Florida acting through the State Division of Emergency Management.
11. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available and include damages and specific performance, as appropriate.
12. The term of this Interlocal Agreement shall be for a period of six months. After six months both parties will make a unified decision to make any agreed upon changes. If no changes then the term may be extended for an additional 1 year upon mutual agreement by the Board of County Commissioner and Taylor County School Board. The agreement will automatically renew each year unless either party makes known needed changes.
13. The Taylor County School Board shall allow a portion of the shelter be identified as a "Pet Friendly" shelter. Taylor County Animal Control will staff this shelter and clean upon exit. The Taylor County School Board will provide the building, a facility supervisor, custodian, and one kitchen worker to assist with shelter needs at the school.
14. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Taylor County.
15. The Taylor County Sheriff's Office/EM Department shall provide annual training for all shelter workers involved with shelter operations. The Taylor County Sheriff's Office/EM Department will provide CERT volunteers to "man" the shelter along with Red Cross volunteers.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officials on the date set forth below.

ATTEST:

By: Maria Dodumead
APPROVED

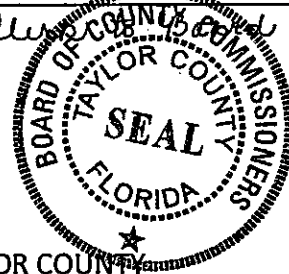
AUG 20 2019

By Taylor County
School Board

TAYLOR COUNTY SCHOOL BOARD

ATTEST:

By: Annie Murphy



TAYLOR COUNTY

By: Danny Glover
Danny Glover, Superintendent
School District of Taylor County

By: Pam Feagle
Pam Feagle, Chairman
Taylor County

TAYLOR COUNTY SHERIFF'S OFFICE

By: Wayne Padgett
Wayne Padgett
Sheriff Taylor County

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

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III
POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

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

July 29, 2019

VIA E-MAIL AND REGULAR MAIL

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

Re: Emergency Shelter Interlocal Agreement

Dear Lawanda:

Pursuant to your e-mail of 7/22/19, I have reviewed the Agreement and it looks okay to me.

I will say that the Statewide Agreement Form C (Contact Information for Authorized Representatives) needs to be updated to replace Mr. Lakey with you.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully;


Conrad C. Bishop, Jr.

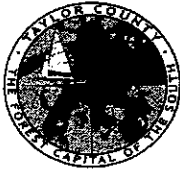
CCB/kp

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND APPROVE THE SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT(FDEM) AND TAYLOR COUNTY FOR INSTALLATION OF GENERATORS AT THE KEATON BEACH FIRE STATION, STEINHATCHEE FIRE STATION, AND THE PERRY FOLEY AIRPORT.

MEETING DATE REQUESTED:

JULY 6, 2021

Statement of Issue: BOARD TO APPROVE THE TAYLOR COUNTY, FIRE STATIONS AND AIRPORT GENERATOR(S) HMGP GRANT #4399-041-R.

Recommended Action: APPROVE

Fiscal Impact: \$47,726.00

Budgeted Expense: N/A

Submitted by: KRISTY ANDERSON, EM DIRECTOR

Contact: EMERGENCY MANAGEMENT - 838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County applied and was awarded the HMGP Hurricane Michael grant for installation of generators at critical county facilities. These generators will mitigate power failures during times of outages and allow for the continuity of operation without the interruption of services. The total of this project is \$190,904.00 with a federal share of \$143,178.00 and a county match for this project is \$47,726.00 or 25%.

- Options:**
1. APPROVE
 2. NOT APPROVE

Attachments:

1. FEMA FEDERALLY –FUNDED GRANT AGREEMENT – TAYLOR COUNTY, FIRE STATIONS AND AIRPORT, GENERATORS PROJECT #4399-041-R

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Taylor County
PROJECT #:	4399-041-R
PROJECT TITLE:	Taylor County, Fire Stations and Airport, Generators
CONTRACT #:	H0606
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Kristy Anderson, Emergency Management Director 591 E. US 27 Perry, FL 32348

Enclosed is your copy of the proposed contract/modification between **Taylor County** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Signed electronic copy
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative
<input type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated
	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist Jenna Hayth on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 228-7111 or email me at Dawn.Davis@em.myflorida.com.

Agreement Number: 4399-041-R

Project Number: H0606

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>Taylor County</u>
Sub-Recipient's unique entity identifier:	<u>59-6000879</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4399-FL</u>
Federal Award Date:	<u>February 19, 2021</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through May 31, 2023</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$143,178.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$143,178.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$143,178.00</u>
Federal award project description (see FFATA):	<u>Generator</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Dawn.Davis@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

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

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Dawn Davis
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-228-7111
Email: Dawn.Davis@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Kristy Anderson,
Emergency Management Director
591 E. US 27
Perry, FL 32348
Telephone: 850-838-3575
Email: kristy.anderson@taylorsheriff.org

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on May 31, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$143,178.00**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an

established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

- i. 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,

- ii. 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.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are

pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "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."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

a) Terminate this Agreement in accordance with the provisions outlined in paragraph (13) above; or,

b) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

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

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts 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 Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

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

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

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

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

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

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: Taylor County

By: _____

Name and Title: Thomas Demps, Taylor BOCC Chairperson

Date: July 6, 2021

FEID#: 59-6000879

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 143,178.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to three critical facilities in Taylor County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4399-041-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, Taylor County, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide emergency back-up power to Fire Stations #6 and #7, and the Taylor County Perry/Foley Airport fuel island located in Taylor County, Florida 32348 and 32359.

The HMGP project shall include the purchase and installation of 100 kW permanent generators at the Taylor County Fire Rescue Stations #6 and #7, and a 50 kW generator at the Taylor County Perry/Foley Airport fuel island, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facilities. The project will also include transfer switches and electrical upgrades necessary, as well as fuel tanks. The generators will be installed on concrete pads.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

Station	Location	Coordinates
Airport	301 Industrial Park Dr., Perry, FL 32348	(30.077089, -83.573364)
FS#6	16725 Beach Road, Perry, FL 32348	(29.882013, -83.614729)
FS#7	1 12 Street NE, Steinhatchee, FL 32359	(29.674953, -83.375270)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- d) Signed and Sealed copy of the As-built plans, as applicable.
- e) Certified Letter of Completion, as applicable:
 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.
- f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

- g) Verification letter or documentation showing the generator is protected to the 500-year (0.2% annual chance) flood elevation.
 - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing backup power to Fire Stations #6 and #7, and the fuel island of the Perry/Foley Airport in Taylor County, Florida 32348 and 32359, by installing permanent generators.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) The generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State documenting which protective option they selected.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Special condition: The generator is supporting a critical action and must protected to the 500-year (0.2% annual chance) flood elevation. Subrecipient must submit documentation to the State and FEMA documenting which protective option they have selected.

Source of condition: Executive order 11988 – Floodplains. No onsite monitoring is required.

This is FEMA project number **4399-041-R**. It is funded under HMGP, FEMA-4399-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4399.

FEMA awarded this project on February 19, 2021; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **May 31, 2023**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3 Months
Construction Plan/Technical Specifications:	2 Months
Bidding / Local Procurement:	2 Months
Permitting:	2 Months
Construction / Installation:	12 Months
Local Inspections / Compliance:	2 Months
State Final Inspection / Compliance:	2 Months
Closeout Compliance:	2 Months
Total Period of Performance:	27 Months

BUDGET**Line Item Budget***

	<u>Project Cost</u>	<u>Federal Cost</u>	<u>Non-Federal Cost</u>
Materials:	\$153,288.00	\$114,966.00	\$38,322.00
Labor:	\$37,616.00	\$28,212.00	\$9,404.00
Fees:	\$0.00	\$0.00	\$0.00
Initial Agreement Amount:	\$190,904.00	\$143,178.00	\$47,726.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$190,904.00	\$143,178.00	\$47,726.00

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00

Funding Summary Totals

Federal Share:	\$143,178.00	(75.00%)
Non-Federal Share:	\$47,726.00	(25.00%)
Total Project Cost:	\$190,904.00	(100.00%)

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
- For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtml
- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (v) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) 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 (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: Taylor County

REMIT ADDRESS: 591 E. US 27

CITY: Perry STATE: FL ZIP CODE: 32348

PROJECT TYPE: Generator PROJECT #: 4399-041-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0606

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment #: _____

Total of Previous Payments to Date: _____ (Federal)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Non- Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE DATE _____
APPROVED SRMC TOTAL: \$ _____	
APPROVED FOR PAYMENT \$ _____	

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Taylor County PAYMENT #: _____
 PROJECT TYPE: Generator PROJECT #: 4399-041-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0606

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: Taylor County

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS. (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15 days after each quarter:

SUB-RECIPIENT: Taylor County PROJECT #: 4399-041-R
PROJECT TYPE: Generator CONTRACT #: H0606
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____

Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe Milestones achieved during this quarter:

Project Proceeding on Schedule? ☐ Yes ☐ No (If No, Describe under Issues below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates (estimated)</u>
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial Comments:

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activities completed per PM Review QR Milestones Spreadsheet: _____%
Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H



Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Taylor County
Sub-Recipient's Name

H0606
DEM Contract Number

4399-041-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4399-041-R
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$ 143,178.00
OBLIGATION/ACTION DATE: February 19, 2021
SUBAWARD DATE (if applicable): _____

DUNS#: 065887796
DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide emergency back-up power to Fire Stations #6 and #7, and the Taylor County Perry/Foley Airport fuel island located in Taylor County, Florida 32348 and 32359.

The HMGP project shall include the purchase and installation of 100 kW permanent generators at the Taylor County Fire Rescue Stations #6 and #7, and a 50 kW generator at the Taylor County Perry/Foley Airport fuel island, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facilities. The project will also include transfer switches and electrical upgrades necessary, as well as fuel tanks. The generators will be installed on concrete pads.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Thomas Demps, Taylor BOCC ChairpersonDATE: July 6, 2021

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See § 200.322 Domestic preferences for procurements
(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is available at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- j) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- k) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Thomas Demps, Taylor BOCC Chairperson

Name and Title of Sub-Recipient/subcontractor's Authorized Official

July 6, 2021

Date

16



Proposal Benefitting Florida Land and Waters:

A Mine in Liberty County which Produces
Suitable Material to Restore the Oyster
Reefal Complexes of Apalachicola Bay



LIBERTY AND FRANKLIN COUNTY LAND SWAP:

- Proposed one to one-and-a-half (1.0 to 1.5) swap ratio.
 - Favors the State of Florida and would increase the overall footprint of Tate's Hell Swamp (Franklin County).
- Would generate taxes from a tax-free area of Liberty Co.
- Would generate a revenue stream for Liberty Co., through a royalty of the mines gross sales.



ENVIRONMENTAL CONDITIONS

- Mine is outside of the Apalachicola River watershed.
- No negative impacts outside the footprint of the mine site
- Mine operation will have zero impact on groundwater.



PERMITTING:

- Mining company would assume all responsibility and liability for acquiring State and Federal permits.



EXPERIENCE OF OPERATOR

- Fifteen plus years mining experience specific to this deposit.
- Original owner/operator of the existing mine site.
- The only operator, during the lifetime of the existing mine, to obtain and maintain FDOT certification,

EXCAVATED MATERIALS:

- Mine would produce multi-use materials.





EXCAVATED MATERIALS:

- Specifically sized and graded fossilized shell (cultch material) for deposition on selected oyster reefs in Apalachicola Bay. Restoration = Future Harvest.
- Larger sized fossilized shell for usage on oyster reefs not intended for harvest (reefs providing ecosystem services).
- Base material for the hardening and stabilization of rural dirt roads in Liberty and surrounding Counties (FDOT) .
- Byproduct material produced during operation.
 - may be utilized for other County projects (topsoil, screenings, rip-rap etc.).



EMPLOYMENT OPPORTUNITIES:

- 20 – 25 NEW jobs will be created with the mining operation.
 - (does not include truck drivers)
- Existing businesses within a span of 3-4 Counties would be augmented with a mine in operation.

LIFE SPAN OF QUARRY:

- Apalachicola Bay (and other Panhandle estuaries) will have an indigenous source of cultch material, for oyster reef restoration, for the next 50 years.





Liberty County Board of County Commissioners

P.O. Box 399
Bristol, FL 32321
Phone: (850) 643-5404



March 9, 2021

Taylor County Commissioners
201 East Green Street
Perry, Florida 32347

Dear Commissioners,

The Liberty County Commissioner request the support of the Taylor Board of County Commissioners to assist in our attempt to obtain state owned property located in Tate's Hell State Forest, specifically the southeast corner of Liberty County, for the purposes of mining fossilized shell to assist in the restoration of oyster reef complexes in Apalachicola Bay.

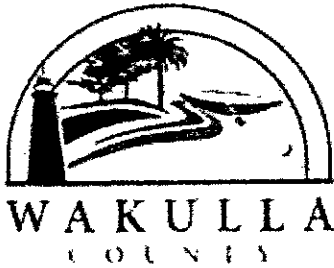
In 2010-11, the State of Florida allowed an unregulated oyster harvest fearing the BP Oil spill would penetrate Florida coastal waters. This one-time relaxation of regulations led to an over-harvest, which decimated Apalachicola Bay's oyster habitat. The State of Florida has since closed Apalachicola Bay for oyster harvest, severely impacting coastal communities. Restoration of this critical resource is vital to communities in our area to expand the industry, to the commercial and sport fisherman, the oyster farmers in our community and our overall economy.

The State of Florida has utilized fossilized shell and "blue limestone" from Kentucky with fossilized shell having the best results. The most successful example of this technique was in 2014-15, where the Department of Natural Resources in the Chesapeake Bay area utilized 100,000+ cubic yards of fossilized shell for cultch depositions. These depositions outperformed all other materials used in the same application. Chesapeake Bay is now experiencing a dramatic increase in oyster densities, producing the best blue crab harvest in over a decade in addition to better water quality in the bay.

In this land/mining proposal, the primary purpose and use of the fossilized shell is to restore Apalachicola Bay's struggling wild oyster habitat in our area. This mineral has proven effective in restoration projects located in other areas and could be useful here. While we understand that the results from an ongoing FSU restoration study will drive future efforts, by putting steps in motion now, we can be in position to capitalize on those results. The Liberty Board of County Commissioners recognizes that this will be a long process, probably involving land swaps; still our first step is to show community support for the project.

Sincerely,

Dewayne Branch
Chairman, Liberty County Board of County Commissioners



January 4, 2021

Acquisition and Restoration Council
Attn. Mr. Chairman

This letter supports the Liberty Board of County Commissioner's request to obtain state-owned property located in Tate's Hell State Forest, specifically in the southeast corner of Liberty County, for the mining of fossilized shell to support the restoration of oyster reefs in Apalachicola Bay.

**BOARD OF
COUNTY COMMISSIONERS**

Ralph Thomas
Chairman, District 1

Quincee Messersmith
Vice-Chairman, District 4

Randy Merritt
District 2

Mike Kemp
District 3

Charles Hess, Ph.D.
District 5

J. David Edwards
County Administrator

Heather J. Encinosa
County Attorney
(850) 224-4070

In 2010-11, the State of Florida allowed an unregulated oyster harvest in the fear that the BP Oil spill would penetrate Florida's coastal waters. This relaxation led to an "over-harvest," which decimated Apalachicola Bay's oyster habitat. The state has now closed Apalachicola bay for oyster harvest, severely impacting coastal communities. Restoring this critical resource is vital to revive the industry, which will benefit the fishermen, farmers, and seafood-related sectors of our community.

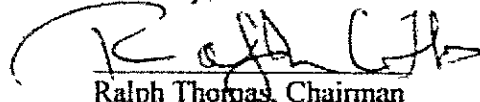
Some restoration efforts have been attempted, by state agencies, utilizing fossilized shell and limestone from other parts of the country. Fossilized shell is a suitable material that can be locally sourced and can be used at sizes small enough to allow the traditional tong method of harvest. Reefs of heavier materials may be recommended to create a more permanent source for spat in the bay, but a harvestable reef is also needed to restore the industry.

In Liberty County's land/mining proposal, the primary purpose and use of the fossilized shell is to restore Apalachicola Bay's struggling wild oyster habitat. This mineral has proven very effective in restoration projects located in other oyster areas and should be useful here. While we understand that the results from an FSU restoration study will drive future efforts, by taking steps early, they can be in a position to capitalize on the results more quickly. The Liberty Board recognizes that this will be a long process that will probably involve land swaps to accomplish. This letter of support shows our community's support for their project.

This letter is to support the Liberty Board of County Commissioners request to obtain state-owned property located in Tate's Hell State Forest; specifically, in the southeast corner of Liberty County, for the mining of fossilized shell to support the restoration of oyster reefs in Apalachicola Bay

Administration
Post Office Box 1261
Crawfordville, FL 32326
(850) 926-7919 • 707
(850) 926-0940 FAX

Sincerely,


Ralph Thomas, Chairman



BOARD OF COUNTY COMMISSIONERS
9-B East Jefferson Street / P. O. Box 1799 Quincy, Florida 32353
OFFICE (850) 875-8650 FAX (850) 875-8655 www.GadsdenCountyFl.gov

February 2, 2021

Liberty County Board of County Commissioners
P. O. Box 399
Bristol, Florida 32321

Dear Commissioners:

This letter supports the Liberty Board of County Commissioner's request to obtain state-owned property located in Tate's Hell State Forest, specifically in the southeast corner of Liberty County, for the mining of fossilized shell to support the restoration of oyster reefs in Apalachicola Bay.

In 2010-11, the State of Florida allowed an unregulated oyster harvest in the fear that the BP Oil spill would penetrate Florida's coastal waters. This relaxation led to an "over-harvest," which decimated Apalachicola Bay's oyster habitat. The state has now closed Apalachicola bay for oyster harvest, severely impacting coastal communities. Restoring this critical resource is vital to revive the industry, which will benefit the fishermen, farmers, and seafood-related sectors of our community.

Some restoration efforts have been attempted, by state agencies, utilizing fossilized shell and limestone from other parts of the country. Fossilized shell is a suitable material that can be locally sourced and can be used at sizes small enough to allow the traditional tong method of harvest. Reefs of heavier materials may be recommended to create a more permanent source for spat in the bay, but a harvestable reef is also needed to restore the industry.

This letter is to support the Liberty County Board of County Commissioners request to obtain state-owned property located in Tate's Hell State Forest; specifically, in the southeast corner of Liberty County, for the mining of fossilized shell to support the restoration of oyster reefs in Apalachicola Bay.

Respectfully,

A handwritten signature in black ink, appearing to read "Brenda A. Holt".

Brenda A. Holt, Chairwoman
Gadsden County Board of County Commissioners



BOARD OF COUNTY COMMISSIONERS JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827
1484 SOUTH JEFFERSON STREET, MONTICELLO, FLORIDA 32344
PHONE: (850)-342-0287

Chris Tuten
District 1

Gene Hall
District 2-Vice Chair

J T Surles
District 3

Betsy Barfield
District 4

Stephen Walker
District 5 Chair

February 9, 2021

RE: Acquisition and Restoration Council

Dear Chairman,

Jefferson County has recently learned of the efforts of the Liberty County Board of County Commissioner's request to obtain State-owned property located in a section of Tate's Hell State Forest for mining of fossilized shell to support the restoration of the oyster reefs in Apalachicola Bay.

The Big Bend Region has taken a huge economic hit in the past few years between the BP Oil Spill and the devastation of several hurricanes. The oyster industry is one that helps puts Apalachicola Bay on the map.

Jefferson County supports the efforts of the Liberty County Board of County Commissioners and asks that you consider the economic impacts of the region and how allowing Liberty County to obtain this property could bolster an already struggling economy.

Sincerely,

Stephen Walker
Chairman

Kirk Reams
Clerk of Courts

Farrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney

Marsha Durden

From: LaWanda Pemberton
Sent: Tuesday, June 29, 2021 9:48 AM
To: Marsha Durden
Subject: Fwd: Budget transfer for Public Works

Can you write an agenda request form for me that mimics other transfer from reserve agenda request forms to transfer \$50,000 from Road and Bridge Fund Reserve for Equipment to Road Materials for additional limerock to repair limerocked roads.

Public works has exhausted the current years budget with necessary road repairs.

I believe we asked for additional funds year before last... can you check the minutes to see what that agenda request looked like ?

Sent from my iPhone

Begin forwarded message:

From: Dannielle Welch <dwelch@taylorclerk.com>
Date: June 29, 2021 at 9:35:32 AM EDT
To: LaWanda Pemberton <lpemberton@taylorcountygov.com>
Subject: RE: Budget transfer for Public Works

There is \$115,000 in reserve/equipment in road & bridge.

You can't do a budget transfer from any capital item from road & bridge
--- that is funded with 1 cent money.

-----Original Message-----

From: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Sent: Tuesday, June 29, 2021 8:47 AM
To: Dannielle Welch <dwelch@taylorclerk.com>
Subject: Budget transfer for Public Works

Can you please tell me if we have sufficient reserve funds to request a budget transfer for limerock ? The only line item with some additional funding is capital.

Thank you !
LaWanda

Sent from my iPhone

22

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 FOR THE GAS PLANT RD WIDENING/RESURFACING PROJECT AND TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CHAIRPERSON TO ACCEPT SUCH AGREEMENT ON BEHALF OF THE COMMISSION.

MEETING DATE REQUESTED:

July 6, 2021

Statement of Issue: Board to consider approval of Supplemental Agreement No. 1 with the Florida Department of Transportation (FDOT) to provide additional funding for the Gas Plant Rd Widening/Resurfacing Small County Outreach project.

Recommended Action: Approve Supplemental Agreement No. 1 with FDOT for the Gas Plant Rd Widening/Resurfacing project and adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2020/22 - \$529,604 SCOP funding remaining
\$335,139 SCOP Supplemental Funding
\$100,000 Secondary Road Paving - Common Account

Budgeted Expense: YES (Partial)

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

By the direction of the Board, plans and specifications for the improvement of Gas Plant Road from McDaniel Road at its West end to Pisgah Road at its North end under the FDOT's Small County Outreach Program were prepared and recently advertised. The approximate 1.02 mile project will widen and resurface the roadway from 18 ft to 22 ft wide and also include safety modifications, drainage improvements, pavement markings and signage, along with other associated work. On May, 3, 2021, two bids were received by the Board. The lowest responsive bid, Anderson Columbia \$874,906.18, not only exceeds the remaining unencumbered funding for the project but is also beyond the original \$700,000 funding. Additionally, assuming the project will progress to construction, there will be an expected Construction Engineering and Inspection expense to include that would expectedly reach as much as \$120,000 for the intended 110 day construction timeline.

On June 7, 2021, the Board considered and agreed to a proposal from Staff to self-fund up to \$100K of the known project funding shortfall from the Secondary Road Paving Common Account. Staff forwarded notice of this commitment to FDOT along with a renewed request for additional funding assistance. On June 23, 2021, FDOT forwarded the proposed \$335,139.00 Supplemental Agreement No. 1. This funding complements currently available and committed funding to expectedly enable the project to be completed as originally intended. Additionally, the Agreement includes updated language for a few of the original older agreement's clauses pertaining to Conflict of Interest, Public Records and Indemnification/Insurance.

Staff recommends that the Board approve the Gas Plant Rd Supplemental Agreement No. 1 and further recommends approving a Resolution authorizing the BOCC Chairperson to approve said agreement acting on behalf of the Commission.

Options:

- 1) Approve the proposed Supplemental Agreement No. 1 and adopt a Resolution authorizing its approval by the BOCC Chairperson.
- 2) Deny the proposed Supplemental Agreement No. 1 and state reasons for such denial.

Attachments:

Gas Plant Rd Supplemental Agreement No. 1
Authorizing Signature Resolution

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

CONTRACT NO.

G0W47

FPN

436448-1-54-01Recipient: TAYLOR COUNTY

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 06/08/2018 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

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

- 1) Add funds to assist with bid shortfall
- 2) Update Conflict of Interest Language
- 3) Update Public Records Law Provision of the contract
- 4) Update Indemnification and Insurance Language

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

- 1) Additional Funds

Add funds in the amount of \$335,139.00 to assist with bid shortfall. County Engineer Letter requesting change (Exhibit A); Additional SCOP funds added to Schedule of Financial Assistance (Exhibit B)

- 2) Conflict of Interest

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

The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

3) Update Public Records Language

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.
- B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.
- D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2

386-758-3727

D2prcustodian@ dot.State.FL.us

Florida Department of Transportation

District 2 - Office of General Counsel

1109 South Marion Avenue, MS 2009

Lake City, FL 32025

4) Update Indemnification and Insurance Language

The parties specifically agree that Paragraph 14, Subsection C of the Grant Agreement (Attachment A) is stricken in its entirety and replaced with the following:

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the [ENTITY] and other persons employed or utilized by the [ENTITY] in the performance of this Agreement."

The foregoing indemnification shall not be construed to constitute agreement by [ENTITY] to indemnify either the Recipient or the State of Florida, Department of Transportation for the negligent acts or omissions of their respective officers, agents, or employees, or third parties. This indemnification shall survive termination of this Agreement.

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

RECIPIENT:
TAYLOR COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: Thomas Demps
Title: Chairman

By: _____
Name: Greg Evans
Title: District Secretary

Legal Review:

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DENNIS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-8113 Phone
(850) 584-2433 Fax

May 7, 2021

Florida Department of Transportation, District 2
Mrs. Kim Evans, Program Management
1109 South Marion Avenue
Lake City, FL 32025

RE: Small County Outreach Program
Resurfacing of CR 359A (Gas Plant Road)
Financial Project ID: 436448-1-54-01; Contract No: G0W47
Supplemental Funding Request

Dear Mrs. Evans:

The Taylor County Board of County Commissioners received bids for the Gas Plant Road Resurfacing project solicitation at their May 3, 2021 meeting. The two bids received were from Anderson Columbia (\$874,906.18) and Curt's Construction (\$1,242,221.29). As you may recall, this project received \$700,000 initially under the FDOT SCOP program. After fully executing that agreement, Taylor County tasked George & Hutchins with the project design. George & Hutchins subsequently prepared both construction plans and a probable \$1,006,430.09 cost estimate. Although the lowest received bid is notably below that estimate, it is also nearly \$200,000 above the initial project funding. To make matters more troublesome, this comparison is not inclusive of the already encumbered \$170,232 design expense nor the possible \$150,000 CEI expense based on the projected 150-day construction duration.

We are respectfully hopeful District 2 Staff is in a position to secure additional funding to support this project. Although we would be entirely appreciative of FDOT being able to deliver the needed \$500,000, we also understand the overpowering financial struggles plaguing everyone of late. Therefore, Staff offers to approach our Board with a request to help offset as much as \$100,000 of the project's shortfall. We feel this Local Funding contribution demonstrates our shared perspective on the relative importance of this project and works to reduce the overall impact to other D2 jurisdictions. Working together, we can deliver this project.

As always, the Taylor County Board of County Commissioners wishes to express its gratitude for the Florida Department of Transportation's continued cooperation and for providing the Small County Outreach and Road Assistance programs. If you have any questions regarding this matter, please call me at (850) 838-3500, ext. 104.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth Dudley".
Kenneth Dudley, PE, County Engineer

CC: File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-011-0B
PROGRAM
MANAGEMENT
09/20
Page 1 of 2EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Taylor County PO Box 620 Perry, FL 32348	FINANCIAL PROJECT NUMBER: <u>436448-1-54-01</u>
--	---

I. PHASE OF WORK by Fiscal Year:	FY 2018	FY2022	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

Design, Construction and CEI - Phase 54	\$ 700,000.00	\$ 335,139.00	\$ 0.00	\$1,035,139.00
Maximum Department Participation - (Small County Outreach Program - SCOP)	100% or \$ 700,000.00	100% or \$ 335,139.00	% or \$	% or \$ 1,035,139.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$700,000.00	\$335,139.00	\$0.00	\$1,035,139.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Cassandra Lamey

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. _____

***Gas Plant Rd Widening/Resurfacing Supplemental Agreement No. 1
Signature Authorization***

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into Supplemental Agreement No. 1 for the Gas Plant Rd (CR 359A) Widening/Resurfacing project from McDaniel Rd to Pisgah Rd in Taylor County, and

WHEREAS, Supplemental Agreement No. 1 will provide additional funding for the FDOT Small County Outreach Program project, and

WHEREAS, Supplemental Agreement No. 1 will update the funding agreement verbiage to include current FDOT policies pertaining to Conflict of Interest, Public Records retention, and Insurance/Indemnification, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 1.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Gas Plant Rd (CR 359A) Supplemental Agreement No. 1.

PASSED in regular session this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
THOMAS DEMPS, Chairperson

ATTEST:

GARY KNOWLES, Clerk



THE CURTIS LAW FIRM
A PROFESSIONAL ASSOCIATION

Office and Mailing:
103 North Jefferson Street
Perry, Florida 32347
(850) 584-5299 Phone
(850) 290-7448 Fax
www.thecurtislawfirm.com

Attorneys:
Ray Curtis ^(FL)
Cathleen Curtis ^(FL)
Ian Puczkowski ^{(FL) (GA)}
Licensed in Florida ^(FL)
Licensed in Georgia ^(GA)

Doctors' Memorial Hospital, Inc.
Attn: Cline Moore, Esquire
316 West Green Street
Perry, Florida 32347
Via Email to cline@fairpoint.net

May 25, 2021

RE: DMH – Your Letter to County Attorney Dated May 20, 2021

Dear Cline:

I have reviewed your letter to the County Attorney, Conrad Bishop, dated May 20, 2021 (enclosed herewith), and wanted to provide a response to several of the assertions you raise.

In support of your claim that Taylor County does not have a hospital authority or a public hospital, you state:

“Chapter 155, Florida Statutes, establishes procedures through which Florida counties are authorized to establish public hospitals. There are essentially two ways to do this. One is through section 155.04, Florida Statutes, which provides that a public hospital may be established upon a petition by the citizens of a county requesting that a tax be levied to issue bonds to finance the public hospital. The other is through 155.05, Florida Statutes, which provides that a public hospital may be established if a county can pay for it “without issuing bonds as provided in s. 155.04.” Neither procedure was followed when the new hospital was built. Taylor County citizens did not file a petition to establish a new public hospital, and the Taylor County Commission did not improve the Property without issuing bonds.”

Although it is correct to state that Taylor County's hospital system was not established pursuant to §155.04 or §155.05, it nonetheless remains a public hospital system to be overseen by a public hospital authority. In 1966, Honorable John Westberry, County Attorney for Taylor County, wrote to Attorney General Earl Faircloth asking if the County could levy a tax pursuant to Chapter 155, Florida Statutes for purposes of improvement and maintenance of Doctor's Memorial Hospital. At that time, the County was under a lease-purchase agreement with the Taylor County Hospital

Corporation wherein Taylor County was leasing to purchase a hospital building. Attorney General Faircloth noted that, pursuant to Special Act §31319, Taylor County's public hospital system was allowed to start in a manner different than that set forth in Chapter 155, Taylor County's public hospital system was nonetheless governed by Chapter 155. At that time, this was music to the County's ears, so to speak, as the County wanted to levy a tax pursuant to Chapter 155 to provide for the hospital's improvement and maintenance.

Then, in 1977, Florida Department of Revenue Director Harry L. Coe issued a letter to Boyd Close, Chairman of the Doctor's Memorial Hospital Board of Trustees. Therein, Mr. Coe noted that he agreed with Attorney General Faircloth's 1966 letter, and reiterated that Taylor County's hospital system (called Doctor's Memorial Hospital) at that time, was governed by Chapter 155.

A year later, in 1978, the new Attorney General, Honorable Robert Shevin, issued an opinion to Taylor County Attorney John Weed wherein he noted that members of the appointed hospital governing board are statutory county officers who, until the passage of Special Act §78-622, were appointed by the Governor as required by both Special Act §31319 and Chapter 155, Florida Statutes.

In further support of your claim that Taylor County does not have a hospital authority or a public hospital, you state:

"The fact that taxpayer dollars were used to pay for improvements to the Property to enable DMH, Inc. to operate a new hospital does not make the hospital a public hospital. There is no statutory prohibition on a county buying and improving real property with taxpayer dollars to lease to a private entity to operate a private hospital."

Indeed the expenditure of taxpayer dollars for improvement and maintenance of the Property to be leased for hospital operations falls squarely within Chapter 155. §155.40, Florida Statutes, in subsection (1), states:

155.40 Sale or lease of county, district, or municipal hospital; effect of sale.—

(1) In the interest of providing quality health care services to the citizens and residents of this state, and notwithstanding any other provision of general or special law, a county, district, or municipal hospital organized and existing under the laws of this state, acting by and through its governing board, may sell or lease the hospital to a for-profit or not-for-profit Florida entity, and enter into leases or other contracts with a for-profit or not-for-profit Florida entity for the purpose of operating the hospital and its facilities. The term of such lease, contract, or agreement and the conditions, covenants, and agreements to be contained therein shall be determined by the governing board of the hospital. The governing board of the hospital must find that the sale, lease, or contract is in the best interests of the affected community and must state the basis of that finding.

Clearly, the statutorily required Chapter 155 hospital governing board is not only implicated in a decision to lease a taxpayer funded hospital, it is actually prescribed to be the authoritative entity tasked with setting forth the terms of such lease.

To that point, the 1982 lease of the hospital to Southeast Community Health Services, Inc., recorded in the Official Records of Taylor County at Book 173, Page 285, is a lease between the

Board of Trustees of Doctors' Memorial Hospital (the Chapter 155 board) and the Board of County Commissioners (collectively the lessors); and Southeast Community Health Services, Inc. (the lessee).

LEASE

OFFICIAL
RECORD 173 PAGE 285

This lease made and entered into this 16th day of MARCH, 1982, by and between SOUTHEAST COMMUNITY HEALTH SERVICES, INC., a Florida not-for-profit corporation, hereinafter referred to as "Health Services", and the Board of Trustees of Doctors' Memorial Hospital and County Commission of Taylor County, hereinafter called "County/Board".

Not only that, but the lease agreement itself required the County to continue fulfilling certain Chapter 155 duties related to indigent care:

ARTICLE XVI

Indigent Care

16.01 The County/Board shall reimburse Health Services for the indigent care provided Taylor County residents on a case by case basis. Hill-Burton income guidelines shall be used to determine eligibility.

16.02 The County/Board shall establish a special "indigent care account" within the general operating fund of the county to which \$8,333.33 will be credited monthly during the term of the lease.

Notice the reference to Hill-Burton income guidelines. That is a reference to Special Act §61-2938 "...relating to use of Hill-Burton Act funds..."

Additionally, the lease agreement included a requirement that an administrative board be appointed that would make recommendations for potential board members of lessee. On particular note is that there was to be representation from the Board of Trustees of Doctors' Memorial Hospital (the Chapter 155 board).

ARTICLE XX

Administrative Board

20.01. Upon acceptance of this proposal, an administrative board will be appointed by Southeast Community Health Services, Inc. This administrative board will consist of not less than seven persons, the majority of whom will be residents of Taylor County, Florida, and will include the Administrator of Doctors' Memorial Hospital. Additionally, there shall be representation from:

- (a) ~~Board of Trustees of Doctors' Memorial Hospital~~
- (b) Taylor County community leaders
- (c) Medical Staff of Doctors' Memorial Hospital
- (d) Southeast Community Health Services

Lastly as to the 1982 lease, the Chairperson of the Doctors' Memorial Hospital Board of Trustees (Opal Sayers), who was one of the last members to be appointed by the Governor before the 1978 law change that permitted the Board of County Commissioners to make appointments, signed the lease agreement alongside the Chairperson of the Board of County Commissioners.

BOARD OF DOCTORS' MEMORIAL HOSPITAL	
By: <u>Opal Sayers</u>	CHAIRMAN
ATTEST: <u>[Signature]</u>	
Secretary	
COUNTY COMMISSION OF TAYLOR COUNTY	
By: <u>[Signature]</u>	Its Chairman
ATTEST: <u>Chancie Carter</u>	Its Clerk

-27-

If all of the above is insufficient to evidence the County's intent to have a public hospital system as set forth in Chapter 155, then I would direct your attention to Article IV, sections 401 through 409 of the Taylor County Code. Section 404 states in part "The board of county commissioners of Taylor County shall appoint a hospital board of five members, which board shall be the governing body of said hospital;..."

"The board of county commissioners of Taylor County and the hospital board are authorized to accept funds provided by the United States under the Hill-Burton Act for the purchase, maintenance and equipment of said hospital and any addition or improvement thereto." §407, Taylor County Code.

Although the County for several decades now does not seem to have been following the Special Acts, Florida Statutes, or its own Code, the fact remains that those laws are the governing laws of this State, County, and hospital system until legislatively or judicially superseded.

You also cited *Citrus County Hosp. Bd. v. Citrus Memorial Health Foundation, Inc.*, 150 So.3d 1102 (Fla. 2014) while warning to the Board of County Commissioners against taking which is not authorized in the lease agreement.

Citrus addressed a 2011 Special Act of the Legislature that, after the fact, added additional requirements to the existing lease agreement. The Special Act essentially allowed the hospital authority to terminate the existing lease agreement if the non-profit corporation did not amend certain of its governing documents.

In the instant matter, the requirement that a hospital governing board actually exist predated the lease agreement by more than fifty years. And, no special act by any legislative body that places new, extra-statutory, requirements on DMH Inc. has been suggested or requested.

Whether it was aware of it or not, DMH Inc. and Taylor County were always subject to the requirements of Chapter 155 (just like the entities in *Citrus*). The only request is for the County to recognize the statutory requirement that a hospital authority exist, and then re-constitute the authority.

I expect that the Taylor County Hospital Authority, once re-constituted, will carry out its statutorily mandated duties. For example, it will ensure lease agreements with private companies provide that the articles of incorporation of the lessee corporation be subject to the approval of the board of trustees of the hospital (§155.40(2)), ensure that any future leases are in the best interest of the community (§155.40(6)), and negotiate fair and reasonable lease terms with whichever lessee can best serve the public interest (§155.40(1)).

If the Authority oversteps its mandated role, then DMH Inc., like *Citrus*, will have a justiciable issue. Until then, however, DMH Inc. can't rightly complain that the County is deciding to follow Florida law.

I look forward to great things to come from our hospital. And, if I am lucky enough to have a role with the Authority going forward, I look forward to working with you on many issues to come.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ray Curtis', with a large, stylized initial 'R'.

Ray Curtis

Cc: County Attorney Conrad C. Bishop, Jr., Esquire; County Administrator LaWanda Pemberton

**G. CLINE MOORE
ATTORNEY AT LAW, P.A.**

**107 East Green Street
Perry, Florida 32347
(850)-584-3300
(850)-584-9382 – Fax**

May 20, 2021

Conrad Bishop, Esquire
P.O. Box 167
Perry, Florida 32348

Re: DMH Board/County Issue

Dear Conrad:

I hope this email finds you well. You asked for my opinion regarding whether Doctors' Memorial Hospital is a public hospital. In my opinion, the answer is no. Here is why.

Doctors' Memorial Hospital is located on property owned by Taylor County at 333 North Byron Butler Parkway, Perry, Florida 32347 (the "Property"). The Property was purchased by Taylor County for the purpose of constructing a building to be used as a hospital. Payment for the building was made with funds raised by a one-cent sales tax (passed by local referendum) and the sale of bonds issued by the County.

On November 20, 2001, the Taylor County Board of County Commissioners voted to lease the Property to Doctors' Memorial Hospital, Inc. ("DMH, Inc.") upon substantial completion of the building. DMH, Inc. is a private, not-for-profit corporation. It previously leased property from Taylor County to operate a hospital at a different location – the "old" Doctors' Memorial Hospital.

The old Doctors' Memorial Hospital ceased operations when the "new" Doctors' Memorial Hospital opened in 2003. DMH Inc. owns the license to operate the new hospital. The new hospital is not designated by the state as a public hospital.

Chapter 155, Florida Statutes, establishes procedures through which Florida counties are authorized to establish public hospitals. There are essentially two ways to do this. One is through section 155.04, Florida Statutes, which provides that a public hospital may be established upon a petition by the citizens of a county requesting that a tax be levied to issue bonds to finance the public hospital. The other is through 155.05, Florida Statutes, which provides that a public hospital may be established if a county can pay for it "without issuing bonds as provided in s. 155.04."

Conrad Bishop, Esquire
May 20, 2021
Page Two

Neither procedure was followed when the new hospital was built. Taylor County citizens did not file a petition to establish a new public hospital, and the Taylor County Commission did not improve the Property without issuing bonds. Further, there is no indication that the Commission intended the new hospital to be a public hospital. I have reviewed the Board of County Commissioners meeting minutes from this timeframe. There is no reference to the new hospital being established as a public hospital. Indeed, the Commission does not appear to have even considered this as an option.

The fact that taxpayer dollars were used to pay for improvements to the Property to enable DMH, Inc. to operate a new hospital does not make the hospital a public hospital. There is no statutory prohibition on a county buying and improving real property with taxpayer dollars to lease to a private entity to operate a private hospital. If the Taylor County Commission wanted the new hospital to be a public hospital, it could have (a) said so, and then (b) done so in accordance with the procedures set forth in Chapter 155. It did neither, and it had to do both if it wanted the new hospital to be a public hospital. This, in my opinion, is dispositive of the issue.

I understand this question arose in part because the "old" hospital was, in fact, a public hospital. I do not think this is relevant. The old hospital ceased to exist in 2003. Whatever the Taylor County Commission did (or did not) do with respect to the old hospital is irrelevant to the character of the new hospital. I should note, though, that if the Commission now attempts to take any action which is not authorized in its lease agreement with DMH, Inc., that action could amount to an unconstitutional impairment of DMH, Inc.'s rights under the existing agreement. See *Citrus County Hosp. Bd. V. Citrus Memorial Health Foundation, Inc.*, 150 So.3d 1102 (Fla. 2014).

I hope this letter answers your questions, but please do not hesitate to let me know if you need any clarification or have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Cline Moore", written over the printed name.

Cline Moore

GCM/kb
cc: Doctors' Memorial Hospital, Inc.

**G. CLINE MOORE
ATTORNEY AT LAW, P.A.**

**107 East Green Street
Perry, Florida 32347
(850)-584-3300
(850)-584-9382 – Fax**

May 20, 2021

Conrad Bishop, Esquire
P.O. Box 167
Perry, Florida 32348

Re: DMH Board/County Issue

Dear Conrad:

I hope this email finds you well. You asked for my opinion regarding whether Doctors' Memorial Hospital is a public hospital. In my opinion, the answer is no. Here is why.

Doctors' Memorial Hospital is located on property owned by Taylor County at 333 North Byron Butler Parkway, Perry, Florida 32347 (the "Property"). The Property was purchased by Taylor County for the purpose of constructing a building to be used as a hospital. Payment for the building was made with funds raised by a one cent sales tax (passed by local referendum) and the sale of bonds issued by the County.

On November 20, 2001, the Taylor County Board of County Commissioners voted to lease the Property to Doctors' Memorial Hospital, Inc. ("DMH, Inc.") upon substantial completion of the building. DMH, Inc. is a private, not-for-profit corporation. It previously leased property from Taylor County to operate a hospital at a different location – the "old" Doctors' Memorial Hospital.

The old Doctors' Memorial Hospital ceased operations when the "new" Doctors' Memorial Hospital opened in 2003. DMH Inc. owns the license to operate the new hospital. The new hospital is not designated by the state as a public hospital.

Chapter 155, Florida Statutes, establishes procedures through which Florida counties are authorized to establish public hospitals. There are essentially two ways to do this. One is through section 155.04, Florida Statutes, which provides that a public hospital may be established upon a petition by the citizens of a county requesting that a tax be levied to issue bonds to finance the public hospital. The other is through 155.05, Florida Statutes, which provides that a public hospital may be established if a county can pay for it "without issuing bonds as provided in s. 155.04."

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

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

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

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

May 24, 2021

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

Re: DMH Board and Taylor County Board of County Commissioners

Dear LaWanda:

Enclosed please find a letter I received from attorney Cline Moore who represents Doctors' Memorial Hospital, Inc., in which Mr. Moore provides that DMH, Inc., is a private not-for-profit corporation.

Please review this letter and for your information, I enclose a copy of the case Mr. Moore cites in the next to last paragraph of his letter, *Citrus County Hosp. Bd. v. Citrus Memorial Health Foundation, Inc.*, 150 So.3d 1102 (Fla. 2014).

It appears that this letter settles the issue from a County perspective.

As you can see, I have sent a copy of this plus enclosures to Mr. Ray Curtis.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosures

Cc: Hon. Gary Knowles
Mr. Ray Curtis

**G. CLINE MOORE
ATTORNEY AT LAW, P.A.**

**107 East Green Street
Perry, Florida 32347
(850)-584-3300
(850)-584-9382 – Fax**

May 20, 2021

Conrad Bishop, Esquire
P.O. Box 167
Perry, Florida 32348

Re: DMH Board/County Issue

Dear Conrad:

I hope this email finds you well. You asked for my opinion regarding whether Doctors' Memorial Hospital is a public hospital. In my opinion, the answer is no. Here is why.

Doctors' Memorial Hospital is located on property owned by Taylor County at 333 North Byron Butler Parkway, Perry, Florida 32347 (the "Property"). The Property was purchased by Taylor County for the purpose of constructing a building to be used as a hospital. Payment for the building was made with funds raised by a one cent sales tax (passed by local referendum) and the sale of bonds issued by the County.

On November 20, 2001, the Taylor County Board of County Commissioners voted to lease the Property to Doctors' Memorial Hospital, Inc. ("DMH, Inc.") upon substantial completion of the building. DMH, Inc. is a private, not-for-profit corporation. It previously leased property from Taylor County to operate a hospital at a different location – the "old" Doctors' Memorial Hospital.

The old Doctors' Memorial Hospital ceased operations when the "new" Doctors' Memorial Hospital opened in 2003. DMH Inc. owns the license to operate the new hospital. The new hospital is not designated by the state as a public hospital.

Chapter 155, Florida Statutes, establishes procedures through which Florida counties are authorized to establish public hospitals. There are essentially two ways to do this. One is through section 155.04, Florida Statutes, which provides that a public hospital may be established upon a petition by the citizens of a county requesting that a tax be levied to issue bonds to finance the public hospital. The other is through 155.05, Florida Statutes, which provides that a public hospital may be established if a county can pay for it "without issuing bonds as provided in s. 155.04."

Conrad Bishop, Esquire
May 20, 2021
Page Two

Neither procedure was followed when the new hospital was built. Taylor County citizens did not file a petition to establish a new public hospital, and the Taylor County Commission did not improve the Property without issuing bonds. Further, there is no indication that the Commission intended the new hospital to be a public hospital. I have reviewed the Board of County Commissioners meeting minutes from this timeframe. There is no reference to the new hospital being established as a public hospital. Indeed, the Commission does not appear to have even considered this as an option.

The fact that taxpayer dollars were used to pay for improvements to the Property to enable DMH, Inc. to operate a new hospital does not make the hospital a public hospital. There is no statutory prohibition on a county buying and improving real property with taxpayer dollars to lease to a private entity to operate a private hospital. If the Taylor County Commission wanted the new hospital to be a public hospital, it could have (a) said so, and then (b) done so in accordance with the procedures set forth in Chapter 155. It did neither, and it had to do both if it wanted the new hospital to be a public hospital. This, in my opinion, is dispositive of the issue.

I understand this question arose in part because the "old" hospital was, in fact, a public hospital. I do not think this is relevant. The old hospital ceased to exist in 2003. Whatever the Taylor County Commission did (or did not) do with respect to the old hospital is irrelevant to the character of the new hospital. I should note, though, that if the Commission now attempts to take any action which is not authorized in its lease agreement with DMH, Inc., that action could amount to an unconstitutional impairment of DMH, Inc.'s rights under the existing agreement. See *Citrus County Hosp. Bd. V. Citrus Memorial Health Foundation, Inc.*, 150 So.3d 1102 (Fla. 2014).

I hope this letter answers your questions, but please do not hesitate to let me know if you need any clarification or have any additional questions.

Sincerely,



Cline Moore

GCM/kb
cc: Doctors' Memorial Hospital, Inc.

Citrus Cnty. Hosp. Bd. v. Citrus Mem'l Health Found., Inc., 150 So.3d 1102 (Fla. 2014)

150 So.3d 1102

CITRUS COUNTY HOSPITAL BOARD, etc., et al., Appellants
v.
CITRUS MEMORIAL HEALTH FOUNDATION, INC., etc., Appellee.

No. SC13-411.

Supreme Court of Florida.

Nov. 13, 2014.

[150 So.3d 110-4]

Barry Scott Richard of Greenberg Traurig, P.A., Tallahassee, FL, and William John Grant of the Law Office of Grant & Dozier, Inverness, FL, on behalf of the Citrus County Hospital Board; and Pamela Jo Bondi, Attorney General, Enoch Jonathan Whitney, Assistant Attorney General, Diane G. DeWolf, Deputy Solicitor General, and Rachel Erin Nordby, Deputy Solicitor General, Tallahassee, FL, on behalf of the State of Florida, for Appellants.

Peter D. Webster and Christine Davis Graves of Carlton Fields, P.A., Tallahassee, FL, and Sylvia H. Walbolt and Gary L. Sasso of Carlton Fields, Tampa, FL, for Appellee.

Opinion

POLSTON, J.

This case is before the Court on appeal from the First District Court of Appeal's decision in *Citrus Memorial Health Foundation, Inc. v. Citrus County Hospital Board*, 108 So.3d 675 (Fla. 1st DCA 2013), which held that the special law enacted at chapter 2011-256, Laws of Florida, impairs the Foundation's contracts in violation of article I, section 10 of the Florida Constitution.¹ For the reasons below, we affirm the First District's decision.

I. BACKGROUND

In 1949, the Florida Legislature created the Citrus County Hospital Board, an independent special district charged with operating a public hospital in Citrus County, Florida. In 1990, the Hospital Board utilized section 155.40, Florida Statutes, which was enacted in 1982 and authorizes county hospital districts to lease their hospitals to specified Florida business entities so that public hospitals may more effectively compete with private hospitals.

Specifically, through two contracts—a lease and an agreement for hospital care—the Hospital Board turned the hospital's operation and management over to the Citrus Memorial Health Foundation, Inc., a Florida not-for-profit corporation incorporated in 1987 under chapter 617, Florida Statutes. Transferring control of the hospital to the Foundation through these agreements, which are effective until 2033, allows the hospital to avoid participating in the State retirement program and to engage in joint ventures previously not available to it because of the Hospital Board's public status. The Foundation has likewise benefited from its relationship with the Hospital Board, by for example, using its status as the operator of a public hospital and its accountability to the Hospital Board to obtain sovereign immunity and recalculate its Medicaid rates.

Though the Hospital Board and Foundation are legally separate entities, the Hospital Board has been involved in various ways with the Foundation's activities. For example, the Hospital Board facilitated the Foundation's incorporation, and the Foundation's original articles of incorporation listed among its purposes “[t]o operate exclusively for the benefit of and to carry out the purposes of but not in any way as an agency of the Citrus County

Hospital Board.” Further, for many years after the Foundation’s incorporation, including in 1990 when the lease and agreement for hospital care were executed, the Hospital Board, through its five trustees, held the majority position on the Foundation’s governing board. Significantly, however, the Foundation later amended its articles of incorporation to eliminate the Hospital Board’s majority position.

Thereafter, disputes arose between the parties. In 2011, the Legislature became involved and enacted chapter 2011–256, Laws of Florida, based on its determinations that “meaningful oversight by the hospital board is necessitated in light of the [Foundation’s] status as an instrumentality

[150 So.3d 1105]

of the hospital district,” that “restoration of meaningful hospital board representation on the board of the [Foundation] and implementation of appropriate accountability and oversight by the hospital board are necessitated in order to ensure the sovereign immunity status of the [Foundation] as an instrumentality of the hospital district,” and that “the ability of the hospital board to continue to act in the public interest on behalf of the taxpayers of Citrus County requires mechanisms to ensure adherence to the hospital board’s public responsibilities.” Ch.2011–256, Laws of Fla.

In pertinent part, section 3 of the special law reenacts the Hospital Board’s charter. Section 16 of the charter includes fifteen subsections that, for the first time, specifically address the Hospital Board’s relationship with the Foundation (or any future lessee) and that are “in addition to the requirements for any [] lease set forth in section 155.40.” Ch.2011–256, § 3(16), at 59–60, Laws of Fla. For example, these provisions (i) require the Hospital Board to approve the Foundation’s articles of incorporation and bylaws (including those currently in effect)—section 16(2); (ii) require the Foundation to amend its articles of incorporation so that the Hospital Board’s trustees constitute a majority of its voting directors—section 16(5); (iii) require the Hospital Board to approve all Foundation directors, including current directors—section 16(6); (iv) require the Hospital Board to approve certain borrowing, indebtedness, policies, budgets, capital projects, and expenditures—sections 16(8) and (10); (v) require the Hospital Board to approve the Foundation’s annual and operating capital budget—section 16(9); (vi) allow the Hospital Board to order, at the Foundation’s expense, an independent audit of the Foundation’s fiscal management of the hospital—section 16(11); and (vii) require that any dispute between the Foundation and the Hospital Board be subject to the statutory procedures applicable to governmental disputes—section 16(15).

The Foundation filed suit against the Hospital Board and the State in circuit court challenging the special law and seeking, among other things, a declaratory judgment that section 16 of the Hospital Board’s charter as enacted in section 3 of the special law applies to impair its articles of incorporation, lease, and agreement for hospital care in violation of article I, section 10 of the Florida Constitution. After dismissing the State as a party, the circuit court granted summary judgment for the Hospital Board based on its conclusions that the Foundation is prohibited from challenging the constitutionality of the special law because it is a public or quasi-public corporation and that the special law does not impair the Foundation’s contracts.

On appeal, the First District reversed, holding that, as applied to the Foundation, the special law “significantly alters the parties’ contractual rights and is an unconstitutional impairment of their contracts so as to be prohibited by [a]rticle I, [s]ection 10.” *Citrus Mem’l*, 108 So.3d at 676.

II. ANALYSIS

The dispositive issues before this Court are whether the contract clause of the Florida Constitution applies to the Foundation’s contracts and, if so, whether, as applied, the special law unconstitutionally impairs the Foundation’s contracts. As explained below, we resolve both of these issues in the Foundation’s favor.

A. The Contract Clause Applies to the Foundation’s Contracts

As a threshold matter, both the Hospital Board and the State argue that the Foundation should not be heard to complain about the special law’s alleged impairment of its contracts because it is a

[150 So.3d 1106]

public or quasi-public corporation and therefore not entitled to protection under the contract clause. We disagree.²

Article I, section 10 of the Florida Constitution provides that "[n]o ... law impairing the obligation of contracts shall be passed." As part of the Florida Constitution's Declaration of Rights, this right belongs to the people, including corporations, as against the government. See *Trylor v. State*, 596 So.2d 957, 963 (Fla.1992) (explaining that "[e]ach right" in the Declaration of Rights is "a distinct freedom guaranteed to each Floridian against government intrusion" and "operates in favor of the individual, against [the] government"); see also *State Farm Mut. Auto. Ins. Co. v. Gant*, 478 So.2d 25, 26 (Fla.1985) (applying the contract clause to a corporation).

Although Florida law is clear that corporations, like individuals, are entitled to protection under the contract clause, this Court has not addressed whether the contract clause protects a corporation that has contracted with a hospital district under section 155.40, Florida Statutes, to operate and manage a public hospital. In other contexts not involving the contract clause, Florida courts have precluded State agencies and local governments from challenging the constitutionality of certain legislation. For example, in *Department of Education v. Lewis*, this Court held that "State officers and agencies must presume legislation affecting their duties to be valid, and do not have standing to initiate litigation for the purpose of determining otherwise." 416 So.2d 455, 458 (Fla.1982) (addressing a challenge to an appropriations law under article III, section 12 of the Florida Constitution); see also *Fla. Dep't of Agric. & Consumer Serts. v. Miami-Dade Cnty.*, 790 So.2d 555, 558 (Fla. 3d DCA 2001) (relying on *Lewis* to hold that county and city lacked standing under article I, section 12 of the Florida Constitution to challenge the constitutionality of the statutory citrus eradication program).

Further, in *O'Malley v. Florida Insurance Guaranty Ass'n*, 257 So.2d 9, 11 (Fla.1971), this Court examined whether a legislatively-created corporation was public or private for purposes of an alleged violation of article III, section 11(a)(12), which prohibits a special law or general law of local application pertaining to or granting any privilege to a private corporation. In so doing, we distinguished private and public corporations as follows:

Private corporations are those which have no official duties or concern with the affairs of government, are voluntarily organized and are not bound to perform any act solely for government benefit, but the primary object of which is the personal emolument of its stockholders.

Examples of public corporations in Florida are: the rural electrical cooperatives, city housing authorities, The Inter-American Cultural and Trade Center Authority, the Soil and Water Conservation Districts, and the Jacksonville Expressway Authority. Their business ordinarily is stipulated by the Legislature to fill a public need without private profit to any organizers or stockholders. Their function is to promote the public welfare and often they implement governmental regulations within the state's police power. In a word, they are organized for the benefit of the public.

O'Malley, 257 So.2d at 11 (citations omitted); see also *Forbes Pioneer Boat Line v. Bd. of Com'rs of Everglades Drainage Dist.*, 77 Fla. 742, 82 So. 346 (1919) (discussing public, quasi-public, and private corporations in determining that the legislatively-created

[150 So.3d 1107]

board of commissioners of the drainage district was a "public quasi corporation" that had only the authority delegated to it by law).

However, our decision in *O'Malley* did not address a corporation's standing to allege a contract clause violation. Further, unlike the legislatively-created corporation at issue in *O'Malley*, the Legislature did not create the Foundation, and the Foundation is not a State agency or local government. Instead, the Foundation was incorporated as a not-for-profit corporation under chapter 617, Florida Statutes, just as any other Florida not-for-profit corporation would be, for the specific purpose of taking control of the public hospital—by contract—as authorized by section 155.40. Moreover, while there is no indication that the corporation in *O'Malley* was created to avoid obligations applicable to public entities, even though the Foundation operates a hospital for the public's benefit, spends public money,³ and uses public property in the process, it "was used by the [Hospital] Board for the express purpose of avoiding statutory and constitutional limitations which would pertain to the [Hospital] Board as a public entity." *Citrus Mem'l*, 108 So.3d at 677. Given that the very purpose of section 155.40 is to contractually transfer control of public hospitals to entities like the Foundation, we refuse to apply *O'Malley* in a way that would effectively render the contracts used to accomplish this purpose meaningless. See *Pan-Am Tobacco Corp. v. Dep't of Corr.*, 471 So.2d 4, 5 (Fla.1984) (recognizing that "[w]here the [L]egislature has, by general law, authorized entities of the state to enter into contract or to undertake those activities which, as a matter of practicality, require entering into contract, the [L]egislature has clearly intended that such contracts be valid and binding on both parties").

We also refuse to rely on representations about the Foundation's status that the parties have made in different contexts over the years to impute the Hospital Board's status onto the Foundation. The parties' representations simply do not alter the fact that the Foundation is not a creature of the Legislature and is a distinct legal entity from the Hospital Board. Nor do the facts that the Hospital Board was involved with the Foundation's incorporation, previously controlled its board, and is its sole member somehow remove the Foundation's contracts from the protection afforded by the contract clause.

Accordingly, we hold that the contract clause applies to the Foundation's contracts.

B. The Special Law Unconstitutionally Impairs the Foundation's Contracts

The Hospital Board and the State next argue that, even if the contract clause applies, the First District erred by concluding that the special law unconstitutionally impairs the Foundation's articles of incorporation, lease, and agreement for hospital care. We disagree and hold that, as applied to these contracts, section 16 of the Hospital Board's charter as enacted in section 3 of the special law is unconstitutional.⁴

[150 So.3d 1108]

The contract clause prohibits any "law impairing the obligation of contracts." Art. I, § 10, Fla. Const. We have defined impairment

as meaning to make worse; to diminish in quantity, value, excellency, or strength; to lessen in power; to weaken. Whatever legislation lessens the efficacy of the means of enforcement of the obligation is an impairment. Also if it tends to postpone or retard the enforcement of the contract, it is an impairment.

State ex rel. Woman's Benefit Ass'n v. Port of Palm Beach Dist., 121 Fla. 746, 164 So. 851, 856 (1935) (emphasis omitted). And we have "generally prohibited all forms of contract impairment." *State, Dep't of Transp. v. Edward M. Chadbourne, Inc.*, 382 So.2d 293, 297 (Fla.1980) ; see also *Dewberry v. Auto-Owners Ins. Co.*, 363 So.2d 1077, 1080 (Fla.1978) ("Any conduct on the part of the [L]egislature that detracts in any way from the value of the contract is inhibited by the Constitution." (quoting *Pinellas Cnty. v. Banks*, 154 Fla. 582, 19 So.2d 1, 3 (1944))).

Section 16 of the Hospital Board's charter as enacted in section 3 of the special law meets our definition of impairment. It eliminates the Foundation's ability to operate and manage the hospital as it has contracted to do by turning the Foundation's governance over to the Hospital Board in disregard of the Foundation's status as a separate legal entity.⁵ See generally *Marion Mortg. Co. v. State*, 107 Fla. 472, 145 So. 222, 223 (1932) (agreeing that a corporate charter "is a contract between the state and [the corporation], which contract cannot be impaired by the Legislature"). And it also obligates the Foundation to comply with public accountability and financial responsibility measures that are mentioned nowhere in the parties' agreements and that are "in addition to the requirements for any [] lease set forth in section 155.40." Ch.2011-256, § 3 (16), at 59, Laws of Fla. In other words, as the First District cogently stated, the special law "is a rewrite of the parties' contractual agreements and the imposition of further obligations on the Foundation, while permitting the [Hospital] Board's privatization of hospital management functions as [authorized by section 155.40]." *Citrus Mem'l*, 108 So.3d at 678.

In light of this impairment, we hold that section 16 of the Hospital Board's charter as enacted in section 3 of the special law is unconstitutional as applied to the Foundation's contracts. See *Cohn v. Grand Condo. Ass'n, Inc.*, 62 So.3d 1120, 1122 (Fla.2011) (affirming the district court's decision that a state statute was unconstitutional "because [it] impairs the obligation of contract as applied to [the plaintiff]"); see also *Dewberry*, 363 So.2d at 1080 ("It is axiomatic that subsequent legislation which diminishes the value of a contract is repugnant to our Constitution.").

[150 So.3d 1109]

III. CONCLUSION

For the foregoing reasons, we affirm the First District's decision.

It is so ordered.

LABARGA, C.J., and PARIENTE, LEWIS, QUINCE, and PERRY, JJ., concur.

CANADY, J., dissents with an opinion.

CANADY, J., dissenting.

Because I conclude that Citrus Memorial Health Foundation, Inc., is a public corporation that is subject to legislative control, I dissent. I would quash the decision of the First District and adopt the analysis contained in Judge Ray's well-reasoned dissent.

The Citrus County Hospital Board has aptly described "[t]he overarching question in this case" as "whether an entity created by a public body for the sole purpose of conducting a public function involving public property and funded by public money can unilaterally remove itself from legislative oversight of the use of public money and the operation of the public function." *Citrus Cnty. Hosp. Bd., Inc. v. Citrus Mem'l Health Found., Inc.*, No. SC13-411, Initial Brief of Appellant at 1 (Fla. Apr. 29, 2013). That question should be answered in the negative. The majority's decision to the contrary departs from the understanding of the constitutional prohibition on laws impairing the obligation of contracts that has been established for nearly two centuries. The result is that the Legislature is ousted from its proper role of ensuring that the governmental activities of the Hospital Board and the Foundation are conducted in accord with the public interest.

In *Trustees of Dartmouth College v. Woodward*, 17 U.S. 518, 4 Wheat. 518, 4 L.Ed. 629 (1819), the Supreme Court recognized that the prohibition on state legislation impairing the obligation of contracts does not proscribe legislative interference with contractual rights of public corporations. In deciding that Dartmouth College was a private charity whose corporate charter was subject to the protection of the Contract Clause, the court relied on a distinction between public and private corporations. In his opinion for the court, Chief Justice Marshall acknowledged that "the framers of the [C]onstitution did not intend to restrain the States in the regulation of their civil institutions, adopted for internal government." *Id.* at 629. Accordingly, Chief Justice Marshall reasoned that

[i]f the act of incorporation [of Dartmouth College] be a grant of political power, if it create a civil institution, to be employed in the administration of the government, or if the funds of the college be public property, ... the subject is one in which the legislature of the state may act according to its own judgment, unrestrained by any limitation of its power imposed by the [C]onstitution of the United States.

Id. at 629-30.

Chief Justice Marshall went on, however, to conclude that Dartmouth was not such a "civil institution" but was instead "a private eleemosynary institution," the funds of which "consisted entirely of private donations." *Id.* at 632-41. Chief Justice Marshall explained that the grant by government of a "charter of incorporation" did not determine the "character of the institution." *Id.* at 638. It thus could not be concluded that Dartmouth had the character of a civil institution simply on the ground that it had been granted a royal corporate charter. "The incorporating act" did not "change the character of a private eleemosynary institution" into a civil institution. *Id.* at 638-39. In elucidating this conclusion, Chief Justice Marshall observed:

The character of civil institutions does not grow out of their incorporation, but out of the manner in which they are formed, and the objects for which they are created. The right to change them is not founded on their being incorporated, but on their being the instruments of government, created for its purposes. The same institutions, created for the same objects, though not incorporated, would be public institutions, and, of course, be controllable by the legislature.

Id. at 638 (emphasis added).

Chief Justice Marshall thus accepted the view that "laws concerning civil institutions ... must change with circumstances, and be modified by ordinary legislation" and that such laws "deeply concern the public." *Id.* at 627. "[T]o preserve good government, the public judgment must control" with respect to such laws. *Id.* If the Contract Clause were allowed to encroach into the realm of a state's regulation of its civil institutions, "the clause would be an unprofitable and vexatious interference with the internal concerns of a State." *Id.* at 628. No conceivable reason supports interpreting Florida's Contract Clause differently. And the logic of Chief Justice Marshall's reasoning regarding the Contract Clause defeats any due process claim against a state by a public corporation of the state.

Here, the Foundation is a civil institution—that is, a public corporation—and therefore is “controllable by the legislature.” Its status as a public corporation, an “instrument[] of government,” is made manifest by “the manner in which [it was] formed, and the objects for which [it was] created.” *Woodward*, 17 U.S. at 638. Judge Ray described the undeniable realities of the Foundation's existence:

[The Foundation] was not voluntarily created by private citizens for their own benefit or for the benefit of any private interests whatsoever. As the Foundation has admitted, the Hospital Board created the Foundation for the purpose of fulfilling the Hospital Board's public function of providing hospital services in Citrus County, and it still exists for that sole purpose. The Foundation has no shareholders, and the Hospital Board is its only member. As the Hospital Board has aptly described the relationship, the Hospital Board essentially restructured itself when it executed the Lease Agreement and Agreement for Hospital Care. This situation was not one where a special taxing district competitively bid the outsourcing of a public function and entered into [an] “arm's length” bilateral contract with a private company.

Citrus Mem'l Health Found., Inc., 108 So.3d at 680.

It is of no significance that the Foundation was organized by the Hospital Board as a not-for-profit corporation under chapter 617, Florida Statutes, and not established directly by an act of the Legislature. There is simply no authority to support the conclusion that a not-for-profit corporation formed under chapter 617 will—simply because of that formality—be legally deemed not to be a public corporation. As Judge Ray further explained: “[W]hether a corporation is created directly by the State, or by an arm of the State, seems to be a distinction without a difference when, as here, the sole and exclusive purpose of the corporation is to carry out a public function for the benefit of the public.” *Id.* The Foundation may have been structured to avoid certain requirements that might otherwise have fallen on the Hospital Board as a governmental entity, and the Foundation may have received some charitable contributions. But those circumstances do not alter the essential character of the Foundation. The creation of the Foundation by the Hospital Board

[150 So.3d 1111]

for a governmental purpose points to the inescapable conclusion that—for purposes of the Contract Clause—the Foundation is a public corporation. The opposite conclusion reached by the First District and the majority exalts incidental circumstances over the essential character of the Foundation.

At bottom, as Judge Ray recognized, there is no *private* property interest or right that is impaired by the legislation affecting the Foundation that the majority declares unconstitutional. As Chief Justice Marshall stated, the Contract Clause was designed “to restrain the legislature in [the] future from violating the right to property” and therefore concerns “contracts respecting property, under which some individual could claim a right to something beneficial to himself.” *Woodward*, 17 U.S. at 628. No one can make such a claim here. Any person involved with the Foundation was chargeable with knowledge that the Foundation was established as a public corporation to carry out a governmental purpose, as distinct from a private not-for-profit corporation established to carry out private charitable activities. Whatever private interest any person—including those who made charitable contributions—might assert regarding the relationship between the Hospital Board and the Foundation is negated by the public character of the Foundation.

In this context, the majority's application of the Contract Clause does not protect any private contract right. Instead, it results in “an unprofitable and vexatious interference with the internal concerns of a State.” *Id.* at 628.

Notes:

¹ We have jurisdiction. See art. V, § 3(b)(1), Fla. Const.

² We review whether the contract clause applies to the Foundation's contracts de novo. See *Dep't of Educ. v. Lewis*, 416 So.2d 455, 458 (Fla.1982).

³ Under the agreement for hospital care, the Foundation must submit its annual operating and capital budgets to the Hospital Board so that the Hospital Board may determine, “in its discretion,” the amount of tax funds necessary for the Foundation to meet its obligation to provide hospital services for Citrus County residents and appropriate that amount to the Foundation. From 2006–2010, on average, tax funds received from the Hospital Board comprised less than 5% per year of the Foundation's total revenues and did not exceed 6.3% in any year.

⁴ We apply a de novo standard of review. See *Smyth v. Williams*, 107 So.3d 379, 384 (Fla.2013).

² For example, the special law requires the Hospital Board to approve the Foundation's articles of incorporation and bylaws (including those currently in effect); requires the Foundation to amend its articles of incorporation so that the Hospital Board's trustees constitute a majority of the Foundation's voting directors; and requires the Hospital Board to approve all Foundation directors, including current directors. See ch.2011-256, §§ 3(16)(3), (5), (6), at 59, Laws of Fla.

³ The special law requires the Hospital Board to approve the Foundation's annual and operating capital budget as well as certain borrowing, indebtedness, policies, budgets, capital projects, and expenditures of the Foundation; allows the Hospital Board to order, at the Foundation's expense, an independent audit of the Foundation's fiscal management of the hospital; and requires that any dispute between the Foundation and the Hospital Board be subject to the statutory procedures applicable to governmental disputes. *Id.* §§ 3(16)(8)-(11), (15), at 59-60.

**G. CLINE MOORE
ATTORNEY AT LAW, P.A.**

**107 East Green Street
Perry, Florida 32347
(850)-584-3300
(850)-584-9382 -- Fax**

May 20, 2021

Conrad Bishop, Esquire
P.O. Box 167
Perry, Florida 32348

Re: DMH Board/County Issue

Dear Conrad:

I hope this email finds you well. You asked for my opinion regarding whether Doctors' Memorial Hospital is a public hospital. In my opinion, the answer is no. Here is why.

Doctors' Memorial Hospital is located on property owned by Taylor County at 333 North Byron Butler Parkway, Perry, Florida 32347 (the "Property"). The Property was purchased by Taylor County for the purpose of constructing a building to be used as a hospital. Payment for the building was made with funds raised by a one-cent sales tax (passed by local referendum) and the sale of bonds issued by the County.

On November 20, 2001, the Taylor County Board of County Commissioners voted to lease the Property to Doctors' Memorial Hospital, Inc. ("DMH, Inc.") upon substantial completion of the building. DMH, Inc. is a private, not-for-profit corporation. It previously leased property from Taylor County to operate a hospital at a different location - the "old" Doctors' Memorial Hospital.

The old Doctors' Memorial Hospital ceased operations when the "new" Doctors' Memorial Hospital opened in 2003. DMH, Inc. owns the license to operate the new hospital. The new hospital is not designated by the state as a public hospital.

Chapter 155, Florida Statutes, establishes procedures through which Florida counties are authorized to establish public hospitals. There are essentially two ways to do this. One is through section 155.04, Florida Statutes, which provides that a public hospital may be established upon a petition by the citizens of a county requesting that a tax be levied to issue bonds to finance the public hospital. The other is through 155.05, Florida Statutes, which provides that a public hospital may be established if a county can pay for it "without issuing bonds as provided in s. 155.04."

Conrad Bishop, Esquire

May 20, 2021

Page Two

Neither procedure was followed when the new hospital was built. Taylor County citizens did not file a petition to establish a new public hospital, and the Taylor County Commission did not improve the Property without issuing bonds. Further, there is no indication that the Commission intended the new hospital to be a public hospital. I have reviewed the Board of County Commissioners meeting minutes from this timeframe. There is no reference to the new hospital being established as a public hospital. Indeed, the Commission does not appear to have even considered this as an option.

The fact that taxpayer dollars were used to pay for improvements to the Property to enable DMH, Inc. to operate a new hospital does not make the hospital a public hospital. There is no statutory prohibition on a county buying and improving real property with taxpayer dollars to lease to a private entity to operate a private hospital. If the Taylor County Commission wanted the new hospital to be a public hospital, it could have (a) said so, and then (b) done so in accordance with the procedures set forth in Chapter 155. It did neither, and it had to do both if it wanted the new hospital to be a public hospital. This, in my opinion, is dispositive of the issue.

I understand this question arose in part because the "old" hospital was, in fact, a public hospital. I do not think this is relevant. The old hospital ceased to exist in 2003. Whatever the Taylor County Commission did (or did not) do with respect to the old hospital is irrelevant to the character of the new hospital. I should note, though, that if the Commission now attempts to take any action which is not authorized in its lease agreement with DMH, Inc., that action could amount to an unconstitutional impairment of DMH, Inc.'s rights under the existing agreement. See *Citrus County Hosp. Bd. V. Citrus Memorial Health Foundation, Inc.*, 150 So.3d 1102 (Fla. 2014).

I hope this letter answers your questions, but please do not hesitate to let me know if you need any clarification or have any additional questions.

Sincerely,



Cline Moore

GCM/kb

cc: Doctors' Memorial Hospital, Inc.

24

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

June 25, 2021

VIA E-MAIL AND REGULAR MAIL

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

Re: National Prescription Opiate Litigation

Dear Lawanda:

Enclosed please find an e-mail I received on June 24, 2021.

The question is: Does the Board support the bankruptcy plan?

It appears that the Romano Firm is supporting the plan.

I have asked my secretary to go to the link so I can review it.

They must have an e-mail by July 12, 2021.

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. Gary Knowles (via e-mail)

The Bishop Law Firm, P.A.

From: Jamey Szerdi <jamey@romanolawgroup.com>
Sent: Thursday, June 24, 2021 3:41 PM
To: lawbishop@fairpoint.net
Cc: Brent Ceryes; Eric Romano; Phil Federico; Matt Legg; John Romano; mavera@avera.com; RodSmith@avera.com; dvallejos-nichols@avera.com; Peter H. Weinberger; Dustin Herman; Erika Sneeringer; Diane Bosworth; Jamey Szerdi
Subject: RE: TIME SENSITIVE Opioid Litigation Update: Purdue – Taylor County
Attachments: Opioid Litigation-Important Update Regarding Purdue Bankruptcy.pdf
Importance: — - - - - High

Dear Mr. Bishop,

Attached please find correspondence regarding the Purdue bankruptcy plan. As we have filed a “proof of claim” on your behalf in this bankruptcy, you are entitled to vote for or against this proposed plan.

We believe this bankruptcy plan is in the best interest of our clients, in view of the potential risks and costs of continued litigation.

All Bankruptcy Plan related materials are set forth in the link below for your review:

<https://sfspa.sharefile.com/d-s14775eca95d947ffb16497817502e589>

We encourage you to please review the materials in this link and the attached correspondence, and **advise us via email no later than July 12, 2021, whether you support this bankruptcy plan.** We must submit your vote no later than July 14, 2021.

If you have any questions regarding this proposal, please feel free to contact any of our attorney’s on our team.



A voice for the people. A vision for the future.

With Kindest Regards & have a Blessed day,
Jamey H. Szerdi | Mass Tort Legal Assistant
Romano Law Group

Palm Beach International Towers
1601 Belvedere Rd., Suite 500-S
West Palm Beach, FL 33406-1551
Office: (561) 533-6700
Direct: (561) 623-2223
Cell: (561) 400-0592
Facsimile: (561) 533-1285

Website: www.RomanoLawGroup.com

Mailing Address: P.O. Box 21349, West Palm Beach, FL 33416

♻️ Please consider the environment before printing this e-mail.

From: Jamey Szerdi <jamey@romanolawgroup.com>

Sent: Friday, June 4, 2021 6:02 PM

To: lawbishop@fairpoint.net

Cc: Brent Ceryes <bceryes@sfspa.com>; Eric Romano <eric@romanolawgroup.com>; Phil Federico <pfederico@sfspa.com>; Matt Legg <mlegg@sfspa.com>; John Romano <john@romanolawgroup.com>; mavera@avera.com; RodSmith@avera.com; dvallejos-nichols@avera.com; Peter H. Weinberger <PWeinberger@spanglaw.com>; Dustin Herman <DHerman@spanglaw.com>; Erika Sneeringer <esneeringer@sfspa.com>; Diane Bosworth <Diane@romanolawgroup.com>; Jamey Szerdi <jamey@romanolawgroup.com>

Subject: RE: IMPORTANT Update re: Opioid Litigation - Taylor County

Importance: High

Dear Mr. Bishop,

I am writing with an update on the Opioid litigation. This past April, our office provided you a copy of a proposed Memorandum of Understanding which would govern the allocation any settlement funds obtained through this litigation. We included with the MOU an explanatory letter, as well as a proposed resolution for consideration by your Commission. Shortly thereafter, based on several meetings between the AG's office and cities and counties through the state, several clients proposed minor amendments to the MOU. In view of the potential for amendments, we suggested that you delay bringing the MOU and the associated resolution before your Commission, to allow time for further discussion of these revisions.

Since that time, a number of cities and counties throughout the state have returned signed resolutions agreeing to the previously circulated MOU. Because of this, the Deputy Attorney General, John Guard, has advised that he is not inclined to make any further revisions to the MOU at this time. Instead, his preference is to discuss any proposed changes in a final agreement, which will be negotiated after broad adoption of the MOU.

Based on these developments, we believe it is now prudent for you to bring this MOU and resolution before your commission. We suggest that you do so in the 60 days, if possible. As before, we believe this MOU reflects a reasonable compromise between the State and its political subdivisions. We have included the previously circulated materials with this email. As always, we are happy to answer any questions that you may have about this MOU, or the litigation in general.



A lawyer for the people. A lawyer for the future.

With Kindest Regards & have a Blessed day,
Jamey H. Szerdi | Mass Tort Legal Assistant

Romano Law Group

Palm Beach International Towers

1601 Belvedere Rd., Suite 500-S

West Palm Beach, FL 33406-1551

Office: (561) 533-6700

Direct: (561) 623-2223

Cell: (561) 400-0592

Facsimile: (561) 533-1285

Website: www.RomanoLawGroup.com

Mailing Address: P.O. Box 21349, West Palm Beach, FL 33416

 Please consider the environment before printing this e-mail.

From: Jamey Szerdi <jamey@romanolawgroup.com>

Sent: Thursday, May 27, 2021 12:44 PM

To: lawbishop@fairpoint.net

Cc: Brent Ceryes <bceryes@sfspa.com>; Eric Romano <eric@romanolawgroup.com>; Phil Federico <pfederico@sfspa.com>; Matt Legg <mlegg@sfspa.com>; John Romano <john@romanolawgroup.com>; mavera@avera.com; RodSmith@avera.com; dvallejos-nichols@avera.com; Peter H. Weinberger <PWeinberger@spanglaw.com>; Dustin Herman <DHerman@spanglaw.com>; Erika Sneeringer <esneeringer@sfspa.com>; Diane Bosworth <Diane@romanolawgroup.com>; Jamey Szerdi <jamey@romanolawgroup.com>

Subject: RE: Opioid Litigation Q&A Session w/ Deputy Atty General-Taylor County

Importance: High

Dear Mr. Bishop,

Although you may have already received this information from the Attorney General's Office, we are passing it along to you just in case. There are two upcoming Q&A sessions with Deputy Attorney General John Guard, to address any remaining questions or concerns regarding the Memorandum of Understanding (MOU) and proposed allocation agreement between the state and local governments. The sessions will take place on June 1 and June 7. A representative from our team will attend both sessions. If you would like to participate, you may [CLICK HERE](#) to sign up.



A voice for the people. A vision for the future.

With Kindest Regards & have a Blessed day,
Jamey H. Szerdi | Mass Tort Legal Assistant

Romano Law Group

Palm Beach International Towers

1601 Belvedere Rd., Suite 500-S

West Palm Beach, FL 33406-1551

Office: (561) 533-6700


Direct: (561) 623-2223

Cell: (561) 400-0592

Facsimile: (561) 533-1285

Website: www.RomanoLawGroup.com

Mailing Address: P.O. Box 21349, West Palm Beach, FL 33416

 Please consider the environment before printing this e-mail.

From: Jamey Szerdi

Sent: Thursday, May 6, 2021 5:25 PM

To: lawbishop@fairpoint.net

Cc: Brent Ceryes <bceryes@sfspa.com>; Eric Romano <eric@romanolawgroup.com>; Phil Federico <pfederico@sfspa.com>; Matt Legg <mlegg@sfspa.com>; John Romano <john@romanolawgroup.com>; mavera@avera.com; RodSmith@avera.com; dvallejos-nichols@avera.com; Peter H. Weinberger <PWeinberger@spanglaw.com>; Dustin Herman <DHerman@spanglaw.com>; Erika Sneeringer <esneeringer@sfspa.com>; Diane Bosworth <Diane@romanolawgroup.com>

Subject: Re: Opioid Litigation Update-MOU - Taylor County

Importance: High

Dear Mr. Bishop,

We are writing to provide you with an update regarding MOU. Last week, Deputy Attorney John Guard held several video conference meetings with local governments throughout the state to discuss the Memorandum of Understanding we circulated to you several weeks ago. You should have received invitations for these meetings directly from the Attorney General's office. Our team attended each of these meetings. Among those cities and counties in attendance, there is general agreement with the substantive aspects of the MOU. However, certain local governments have requested relatively minor amendments to the MOU. These revisions primarily concern non-qualified counties, to ensure that Managing Entities provide appropriate levels of service in each non-qualified county. We will be discussing these requests with the AG's office over the coming days.

In view of the potential for changes, we would recommend that you defer a vote on the resolution until we have a final version of the MOU. While this could occur in the next couple weeks, at this point we believe it would be best to plan for a vote no earlier than June. We understand that certain commissions may go into recess over the summer months, which could create scheduling difficulties. If you have any questions about this timeline, please feel free to reach out to us to discuss your particular situation.

Thank you for your time and patience, have a great rest of the week



A voice for the people. A future for the future.

With Kindest Regards & have a Blessed day,
Jamey H. Szerdi | Mass Tort Legal Assistant

Romano Law Group

Palm Beach International Towers

1601 Belvedere Rd., Suite 500-S

West Palm Beach, FL 33406-1551

Office: (561) 533-6700

Direct: (561) 623-2223

Cell: (561) 400-0592

Facsimile: (561) 533-1285

Website: www.RomanoLawGroup.com

Mailing Address: P.O. Box 21349, West Palm Beach, FL 33416



Please consider the environment before printing this e-mail.



A voice for the people. A vision for the future.

June 24, 2021

Opioid Litigation - Important Update Regarding Purdue Bankruptcy

We are writing to provide an update on this litigation and the status of the Purdue bankruptcy.

Purdue filed for bankruptcy in September of 2019 after being named as a defendant in thousands of civil lawsuits seeking damages for opioid-related injuries to governments, hospitals, and others.

There is now a proposed bankruptcy plan ("Plan") that seeks to resolve the bankruptcy cases by settlement. This result is the culmination of over two years of negotiations and among private counsel, certain States' Attorneys' Generals, the United States Government, the Debtors, their shareholders, among others.

In broad terms, the restructuring plan provides for the assets of the Purdue corporation to be transferred to a new "corporation" that will be indirectly owned by the "public creditors" of Purdue—all state, local and tribal governments. The continued operation of the company and then its ultimate sale may generate \$1-2 billion in assets. These operating and sales revenues, along with certain insurance proceeds and other assets, will be combined with a contribution of \$4.275 billion (over a series of years) to be made by members of the Sackler family, who are the shareholders of Purdue (and who will make this contribution in exchange for receiving releases from civil liability, thus shielding themselves from civil litigation).

The combined assets of the bankruptcy estate will be used to pay various groups of private creditors—insurers, hospitals, individual personal injury plaintiffs—and the residual amount, which may be approximately \$5 billion will be allocated among state, local and tribal governments. The funds received by all creditors (other than personal injury victims and children suffering from NAS) will be restricted to be used for abatement of the opioid problem in their communities.

Approximately 7% of the public entity funds are apportioned to the state of Florida. Assuming we are able to reach an allocation agreement with the State, these funds will be allocated in accordance with the MOU. If not, the plan includes a default mechanism for the allocation of these funds.

That settlement is now before the bankruptcy court for final confirmation.

*John F. Romano, Board Certified by the Florida Bar and the National Board of Trial Advocacy in Civil Trial Law
Eric Romano, Board Certified by the Florida Bar and the National Board of Trial Advocacy in Criminal Trial Law | Todd A. Romano, Attorney at Law
Hall E. Marsocci, Attorney at Law | Corey B. Friedman, Attorney at Law (also admitted in California, New York and District of Columbia)
Susan B. Ramsey, Attorney at Law | Andrew Moore, Attorney at Law | Destiny R. Barbosa, Attorney at Law | Amie Goldberg, Attorney at Law
Elliot B. Richman, Chief Operating Officer (admitted in New York & Connecticut only)
Joseph M. Lee, P.A., Attorney at Law – Real Estate, Probate & Guardianship
Robert J. Hewitt III, Investigator | Tara Bradshaw, Investigator*

Palm Beach International Towers - 1601 Belvedere Road, Suite 500-S, West Palm Beach Florida, 33406-1551
MAILING ADDRESS: P.O. Box 21349, West Palm Beach, Florida 33416-1349
OFFICE: 561.533.6700 | TOLL FREE: 866.533.6700 | FAX: 561.533.1285 | WEB: romanolawgroup.com

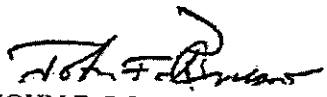
Romano Law Group is proud to print on recycled paper

As part of the process, all creditors who filed a "proof of claim" against the bankruptcy estate are being asked to vote on the proposed restricting plan that emerged from the settlement negotiations. As your counsel, we are able to submit a vote on behalf of your entity. After you have reviewed the below and attached, please advise us via email no later than July 12, 2021 whether you support this bankruptcy plan. We must submit your vote no later than July 14, 2021.

We believe that the Plan represents a fair and equitable resolution of opioid-related claims against Purdue as the vast majority of creditor recoveries distributed under the Plan were negotiated in good faith and are exclusively dedicated to programs designed to abate the opioid crisis (other than to fund administration of the programs themselves and to pay fees and costs). The alternative is to engage in risky, expensive and value-destroying civil litigation that will take years to fully litigate and which will result in delayed and inequitable recoveries among potential claimants. And perhaps most importantly, even if judgments are obtained, it could take years of additional litigation to collect on those judgments because many of the assets of the Sackler Families are in various family trusts located in foreign countries. Meanwhile, local government and other public creditors will have received no resources that can be put to immediate use to abate the ongoing problems.

We are happy to answer any questions that you may have about this proposal. Additionally, as always, we would be happy to discuss with you any other element of this litigation.

With Kindest Personal Regards,


JOHN F. ROMANO
john@romanolawgroup.com


ERIC ROMANO
eric@romanolawgroup.com

JFR/JER/js