

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, OCTOBER 2, 2017
6:00 P.M.

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

REGULAR MEETING

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

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE BIDS FOR THE REPLACEMENT OF TWO (2) SINGLE FAMILY HOMES IN THE SHIP PROGRAM, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
5. THE BOARD TO RECEIVE REQUEST FOR QUALIFICATIONS (RFQS) FOR AIRPORT GENERAL CONSULTING SERVICES AT THE PERRY-FOLEY AIRPORT, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

6. THE BOARD TO RECEIVE BIDS FOR CONSTRUCTION OF THE STEINHATCHEE BOAT RAMP RESTROOM, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
7. THE BOARD TO RECEIVE REQUEST FOR PROPOSALS (RFPS) FOR ROAD STRIPING, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

CONSENT ITEMS:

8. APPROVAL OF MINUTES OF SEPTEMBER 5, 7 AND 8, 2017.
(COPIES PROVIDED BY E-MAIL)
9. EXAMINATION AND APPROVAL OF INVOICES.
10. THE BOARD TO CONSIDER APPROVAL OF A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE UNIVERSITY OF FLORIDA, FOR CONTINUED PLACEMENT OF THE MARINE AGENT IN TAYLOR COUNTY, AS AGENDAED BY TED LAKEY, COUNTY ADMINISTRATOR.
11. THE BOARD TO CONSIDER APPROVAL OF CONTRACT FOR PROGRAM ADMINISTRATION SERVICES FOR FFY 2016 COMMUNITY DEVELOPMENT BLOCK GRANTS AND RELATED SERVICES, WITH GOVERNMENT SERVICES GROUP (GSG), AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
12. THE BOARD TO CONSIDER APPROVAL OF GRIEVANCE PROCEDURES FOR FISCAL YEAR 2017-2018 FOR THE LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY THE GRANTS DIRECTOR.
13. THE BOARD TO CONSIDER APPROVAL OF APPLICATION FOR THE 2017 E911 FALL MAINTENANCE GRANT, AS AGENDAED BY SARAH WEIRICK, 911 COORDINATOR.
14. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO USE INSURANCE MONIES FOR VEHICLE REPAIRS, IN THE AMOUNT OF \$1,352.76, AS AGENDAED BY SHERIFF WAYNE PADGETT.

PUBLIC REQUESTS:

15. DAWN TAYLOR, TOURISM DEVELOPMENT COUNCIL (TDC), TO APPEAR TO REQUEST A TRANSFER OF \$12,000 FROM RESERVES TO OPERATIONS BUDGET, FOR COSTS ASSOCIATED WITH THE BBQ FESTIVAL.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

16. THE BOARD TO CONSIDER APPROVAL OF PUBLIC OFFICIAL BONDS FOR COMMISSIONER RUSSELL AND SHERIFF WAYNE PADGETT, AND A BLANKET DEPUTY SHERIFF BOND, AS AGENDAED BY THE CLERK.

COUNTY STAFF:

17. STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR, TO APPEAR TO DISCUSS COUNTY DISASTER DEBRIS PLAN.
18. THE BOARD TO CONSIDER THE AWARD OF BIDS FOR PRIMARY DISASTER DEBRIS MONITORING SERVICES, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.
19. THE BOARD TO CONSIDER APPROVAL OF EMS COUNTY GRANT APPLICATION, ADOPTION OF AUTHORIZING RESOLUTION AND REQUEST FOR GRANT FUND DISTRIBUTION, TO BE SUBMITTED TO THE FLORIDA DEPARTMENT OF HEALTH EMS COUNTY GRANT PROGRAM, AS AGENDAED BY THE GRANTS DIRECTOR.
20. THE BOARD TO CONSIDER APPROVAL OF CONTRACT WITH LANGTON CONSULTING TO PROVIDE PROFESSIONAL CONSULTING SERVICES TO TAYLOR COUNTY FOR RESTORE ACT DIRECT COMPONENT SERVICES, AS AGENDAED BY THE GRANTS DIRECTOR.
21. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT TO THE FDOT CONSTRUCTION AND MAINTENANCE AGREEMENT AND ADOPTION OF AUTHORIZING RESOLUTION, TO REPLACE CR 14A ECONFINA RIVER BRIDGE, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

GENERAL BUSINESS:

22. COMMISSIONER RUSSELL TO DISCUSS DECLARING ALLEYWAY LOCATED IN STEINHATCHEE, AS SURPLUS PROPERTY.

COUNTY ADMINISTRATOR ITEMS:

23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

24. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

25. 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 LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to receive bids at 6:00 p.m. for the demolition and reconstruction of the homes of Kimberly Sparks and Dallas Myers thru the SHIP Program.

MEETING DATE REQUESTED:

October 2, 2017

Statement of Issue: Two homeowners have been qualified to receive assistance through the SHIP Program and both homes are in 51% or more disrepair and qualify as a demolition and reconstruction. The proposed SHIP recipients are:

Kimberly Sparks	6910 Puckett Road, Perry
Dallas Myers	9150 S. US Hwy 19, Perry

Recommended Action: Board to receive bids at 6:00 p.m. Recommendations of bid awards will be made to the Board at the October 17, 2017 Board meeting.

Fiscal Impact: Not applicable. The projects are 100% funded through the SHIP Program

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The proposed recipients and their home have been qualified for demolition and reconstruction.

Attachments: Not applicable

****The bid committee will be Jay Moseley with Government Services Group, Jami Boothby, and Melody Cox.**

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to receive Request For Qualifications (RFQ) for an Airport Consulting Firm at 6:05 p.m.



MEETING DATE REQUESTED:

October 2, 2017

Statement of Issue: Board to receive RFQ's at 6:05 p.m. for an Airport Consulting Firm.

Recommended Action: Receive RFQ's at 6:05 p.m.

Fiscal Impact: The Federal Aviation Administration (FAA) requires the County to have a consulting firm under contract for professional, engineering, planning, design and construction management services to be eligible for funding assistance from FAA. The Consultant is paid by grant funds obtained from FAA and Florida Department of Transportation Aviation Division.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The current Airport Consulting Firm's contract (AVCON) expires in November 2017. FAA allows for contracts to be awarded for up to five years. The County has normally executed a three year contract with two one year extensions. FAA requires all general aviation airports to have a firm under contract for Airport General Consulting Services. We are also required to receive RFQ's at least once every five years.

Attachments: Not applicable at this time

****The RFQ Review Committee will be Dawn Taylor with the Chamber of Commerce, Scott Frederick with the Taylor County Development Authority, Bill Roberts, and Melody Cox. Recommendations will be made to the Board at the November 6 Board meeting.**

X

NOTE: ADD LAWANDA TO
RFQ REVIEW COMMITTEE

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of a First Amendment to the Memorandum of Understanding with the University of Florida for continued placement of the Marine Agent in Taylor County.

Meeting Date Requested:

October 2, 2017

Statement of Issue:

The original MOU was effected January 1, 2017 and ends September 30, 2017. This amendment will extend the MOU until September 30, 2018.

Recommended Action: Approve amendment

Fiscal Impact: \$16, 483 for FY 2017-2018

Budgeted Expense: Yes

Submitted By: TED LAKEY, COUNTY ADMINISTRATOR

Contact: 838-3500 x 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:**Options:**

Attachments: MOU
First Amendment to MOU

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING FOR EXTENSION SERVICES is entered into January 1, 2017 between Taylor County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the University of Florida, Board of Trustees, hereinafter referred to as "UNIVERSITY."

WITNESSETH

WHEREAS, under the laws of the State of Florida and the Smith-Lever Act of May 8, 1914 (38 Statute 372), the University of Florida is charged with the dissemination of information on agriculture, family life, horticulture, natural resources, Sea Grant, and youth development through its Cooperative Extension Service to the public in the State of Florida; and

WHEREAS, this function is performed through the Extension Service-United States Department of Agriculture and State staff of Extension Specialist and resident Extension workers in the State; and

WHEREAS, the UNIVERSITY is responsible for planning and implementing educational programs for growers, families, homeowners, and young people within the COUNTY; and

WHEREAS, said programs will be developed and implemented in the COUNTY by Extension Agents employed by the UNIVERSITY to work directly with local advisory committees and COUNTY personnel; and

WHEREAS, the Extension Agents will utilize appropriate Extension personnel from the UNIVERSITY and educational methods including the program development process, area subject matter information and other materials or methods as deemed necessary by Extension Agents in various program areas to conduct the aforesaid education programs.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE I PURPOSE

The Florida Extension Service was established as an integral part of the Institute of Food and Agricultural Sciences (IFAS), University of Florida, for the public purpose of "extending" research-based educational information from the University to the people of the State of Florida on subjects relating to agriculture, aquaculture, family and consumer sciences, 4-H youth development, environmental horticulture, natural resources, Sea Grant, energy and other programs deemed necessary. The Florida Extension Service makes the findings of research in these areas available to the people of Florida through the University of Florida, IFAS, Extension Service, in partnership with the Florida Counties Boards of County Commissioners.

To assure that educational programs meet the needs of local clientele, and comply with Section 1004.37 of the Florida Statutes, it is essential that the UNIVERSITY and COUNTY identify respective responsibilities.

This Memorandum of Understanding (hereinafter referred to as "AGREEMENT") establishes the respective responsibilities of the UNIVERSITY, through the Institute of Food and Agricultural Sciences, Extension Service and the COUNTY. The purpose of this AGREEMENT is to specify the terms under which the UNIVERSITY and the COUNTY will contribute to personnel, educational, technical and research information to Extension Service in the COUNTY.

ARTICLE II

GOALS AND OBJECTIVES

This AGREEMENT covers the UF/IFAS Extension Agent- Marine position in the Taylor County Extension Office (herein referred to as "Extension Agent- Florida Sea Grant Marine Agent.").

ARTICLE III

RESPONSIBILITIES

1) Responsibilities of UNIVERSITY

- a) With respect to the Extension Agent- Marine, UNIVERSITY shall:
 - i) Establish minimum employment requirements and qualifications for Extension Agent- Florida Sea Grant Marine Agent.
 - ii) Recruit, interview and screen candidates for employment Extension Agent- Florida Sea Grant Marine Agent.
 - iii) Employ Extension Agent in accordance with the provisions of Section 1004.37, Florida Statutes, and under such terms and conditions as the UNIVERSITY deems appropriate, and provide workers compensation insurance as required.
 - iv) Establish the total amount of the starting base salaries of Extension Agent- Florida Sea Grant Marine Agent.
 - v) Pay Extension's proportionate share of the salaries and fringe benefits of Extension Agent- Florida Sea Grant Marine Agent as more specifically set out in Section IV and Exhibit A.
 - vi) Determine the total dollar amount of any cost-of-living, merit, bonuses, and rank promotion salary increases.

2) Responsibilities of COUNTY.

- a) With respect to broad program authorization, all Extension programs within the COUNTY are subject to the COUNTY authorization and approval. Substantive program changes (additions, deletions, etc.) are subject to COUNTY approval prior to implementation.
- b) With respect to Extension Faculty, the COUNTY shall:
 - i) Participate in the administration of the cooperative extension services in accordance with the provisions of Section 1004.37, Florida Statutes.
 - ii) Pay the County's proportionate share of the salaries and fringe benefits of the Extension Faculty as more specifically set out in Article IV and Exhibit A.
- c) With respect to management and administration, the COUNTY shall:

- i) Review and consider the annual departmental budget requests from UNIVERSITY and take action thereon as the COUNTY may deem appropriate.
 - ii) Provide and maintain office space, support personnel, equipment, supplies, utilities, demonstration materials, and funding and/or vehicles for official county travel (both in-county and out-of-county), and other operational needs for the Extension Agent – Florida Sea Grant Marine Agent as the COUNTY may deem appropriate.
- 3) General Provisions:
- a) Management and Administration:
 - i) Extension Faculty shall follow COUNTY policies relative to office hours and holidays.
 - ii) COUNTY shall allow Extension Agent – Florida Sea Grant Marine Agent access to appropriate COUNTY owned facilities and COUNTY owned vehicles in accordance with COUNTY policies and procedures.
 - iii) All Extension Faculty appointments will be made cooperatively in accordance with Section 1004.37, Florida Statutes.
 - iv) UNIVERSITY and the COUNTY will cooperate in coordinating Equal Employment Opportunity plans for Extension Agent – Florida Sea Grant Marine Agent.
 - v) The County Extension Director is responsible for operating this department under the joint direction of the COUNTY or designee and the UNIVERSITY's Dean of Extension or designee.
 - vi) The Extension Agent –Florida Sea Grant Marine Agent shall follow COUNTY fiscal processes and policies for COUNTY operating funds.
 - vii) The Extension Agent –Florida Sea Grant Marine Agent will be permitted to charge appropriate fees to Extension program participants. These fees will be retained by UNIVERSITY Extension for use in program development and support, agent training, professional presentations, professional membership, reference materials and minor equipment purchases.
 - viii) The UNIVERSITY has determined that the Extension Agent –Florida Sea Grant Marine Agent, an employee of the UNIVERSITY is a professional employee exempt from the provisions of the Fair Labor Standards Act.

ARTICLE IV

FUNDING AND PAYMENTS

- 1) The COUNTY agrees to pay the UNIVERSITY sums as indicated in Exhibit A towards salary expenses. This total sum represents the COUNTY'S share of funding Extension employee's salary and fringe benefits as outlined in Exhibit A. It is understood that no amount of funds specified hereto above should be used for payment of salaries or any other expenses of state personnel other than the Extension Agent- Florida Sea Grant Marine Agent. This agreement is cost reimbursable.
- 2) Salary outlined in Exhibit A will be modified and submitted to the COUNTY annually by the UNIVERSITY. Exhibit A is an estimate of projected salary expenses for the year and shall not require a separate written addendum to this agreement in order to implement annual changes in salaries and related fringe benefits. Salary dollar figures in Exhibit A will be submitted annually to the COUNTY for review and approval by the following time table:

Proposed Annual Budget by April 15th – UNIVERSITY will include proposed figures for the COUNTY to begin its budget process.

Annual Budget Request by July 1st – UNIVERSITY will make necessary adjustment to Exhibit A figures as needed and submit a final budget request to COUNTY for approval.

- 3) The UNIVERSITY will not charge Facilities and Administrative costs to the COUNTY.
- 4) Payments shall be made on a quarterly basis as invoiced by the UNIVERSITY. The quarterly payments shall be in the amount as indicated on Exhibit A, and will be due within 30 days of receiving the quarterly invoices in January, April, July and October.

Taylor County Board of County Commissioners
(Insert Address)

- 5) The policies established by the UNIVERSITY in administering leave, including annual, sick, civil, holiday and military leave, and regarding payment of unused annual and sick leave upon separation, shall apply.
- 6) The COUNTY may elect to pay an annual salary supplement to extension personnel. The COUNTY shall fund 100% of the salary supplement, including salaries, fringe benefits, and worker's compensation, and will pay this sum to the UNIVERSITY during the COUNTY's quarterly payment as indicated in Exhibit A. Any salary supplement will be included in the annual County Budget Report that is sent to the UNIVERSITY each year. Upon receipt, if needed, the UNIVERSITY will update the salary projections in an updated Exhibit A and adjust the quarterly billings to accommodate the salary supplement.

ARTICLE V

PERIOD OF CONTRCT – RENEWAL – MODIFICATION

This AGREEMENT shall be effective as of ~~the~~ January 1, 2017 and shall continue through ~~the~~ September 30, 2017 unless modified or terminated earlier. At the time of expiration, this Agreement will be updated as needed and resigned by both parties. This AGREEMENT may be modified at any time by mutual consent of both parties herein above. Salary dollar figures in Exhibit A will be submitted annually to the COUNTY for review and approval by the following time table:

ARTICLE VI

MAINTENANCE OF RECORDS

Both parties will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the UNIVERSITY for a minimum of five (5) years from the date of termination of this contract. Each party to this AGREEMENT or their authorized representatives shall have reasonable and timely access to such records of each other party to this AGREEMENT for public records and audit purposes during the term of the AGREEMENT and for five (5) years following the termination of this AGREEMENT. If an auditor employed by the COUNTY or Clerk determines that monies paid to the UNIVERSITY pursuant to this AGREEMENT were spent for purposes not authorized by this AGREEMENT, the UNIVERSITY shall repay the monies together with

interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to the UNIVERSITY.

ARTICLE VII

LIABILITY

The UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts of omissions of the UNIVERSITY and the officers, employees, servants and agents thereof while acting within the scope of their employment by the UNIVERSITY. The COUNTY assumes any and all risks of personal injury and property damage attributable to the negligent acts of omissions of the COUNTY and the officers, employees, servants and agents thereof while acting within the scope of their employment by the COUNTY. UNIVERSITY, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to the UNIVERSITY's officers, employees, servants and agents while acting within the scope of their employment by the UNIVERSITY. The COUNTY warrants and represents that it is self-funded for liability insurance, both public and property with such protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the COUNTY. UNIVERSITY and COUNTY further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the UNIVERSITY, State of Florida, or its agents, agencies, and subdivisions, to be sued; or (3) a waiver of sovereign immunity of the UNIVERSITY, State of Florida, or its agents, agencies, and subdivisions, beyond the waiver provided in section 768.28, Florida Statutes.

ARTICLE VIII

CONTRACTUAL REQUIREMENTS

- 1) Governing Law, Venue, Interpretation, Costs, and Fees: This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.
- 2) Binding Effect. The terms, covenants, conditions and provisions of this AGREEMENT shall bind and inure to the benefit of the COUNTY and UNIVERSITY and their respective legal representatives, successors, and assigns.
- 3) Nondiscrimination. The COUNTY and UNIVERSITY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this AGREEMENT automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and UNIVERSITY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. Covenant of No Interest. The COUNTY and UNIVERSITY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this AGREEMENT, and that only interest of each is to perform and receive benefits as recited in this AGREEMENT.
- 4) Code of Ethics. The COUNTY and UNIVERSITY agree that their respective officers and employees are required to comply with the standards of conduct for public officers and employees as delineated

in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

- 5) **No Solicitation/Payment.** The COUNTY and UNIVERSITY warrant that , in respect to itself, it has neither employed no retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other consideration contingent upon ore resulting from the award or making of this AGREEMENT. For the breach or violation of the provision, the University agrees that the COUNTY shall have the right to terminate this AGREEMENT without liability and at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 6) **Public Access.** The COUNTY and UNIVERISTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and UNIVERSITY in conjunction with this Agreement; and either party shall have the right to unilaterally cancel this AGREEMENT upon violation for this provision by the other.
- 7) **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and UNIVERSITY in this AGREEMENT and the acquisition of any commercial liability insurance coverage, self-insurance coverage or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.
- 8) **Privileges and Immunities.** All of the privileges and immunities for liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agents when performing their respective functions under this AGREEMENT within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.
- 9) **Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties.** This AGREEMENT is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law. Further, this AGREEMENT is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the either party, except to the extent permitted by the Florida constitution, state statute and case law.
- 10) **Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this AGREEMENT to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and UNIVERSITY agree that neither the COUNTY nor the UNIVERSITY or any agent, officer or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this AGREEMENT separate and apart, inferior to or superior to the community in general or for the purposes contemplated in this AGREEMENT.

- 11) No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the COUNTY in his or her individual capacity, and no member, officer, agent or employee of the COUNTY shall be liable personally on this AGREEMENT or be subject to any personal liability or accountability by reason of the execution of this AGREEMENT.
- 12) Execution in Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this AGREEMENT by signing any such counterpart.
- 13) Section Headings. Section headings have been inserted in this AGREEMENT as a matter of convenience of reference only, and it is agreed that such section heading are not a part of this AGREEMENT and will not be used in the interpretation of any provision of this AGREEMENT.

ARTICLE IX

NOTICES

Any notice, request, demand, consent approval or other communication required or permitted by this AGREEMENT shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: a) hand delivery to the other party; b) delivery by commercial overnight courier service; or c) mailed by registered or certified mail (postage prepaid), return receipt requested. For the purposes of notice the addresses are:

To County:

Dustin Hinkle,
Co Administrator
Taylor County
201 E Green Street
Perry FL 32347

To University:

UNIVERSITY OF FLORIDA
Division of Sponsored Research
219 Grinter Hall, PO Box 115500
Gainesville, FL 32611-5500

And copied to

UNIVERSITY OF FLORIDA
IFAS County Operations
1062 McCarty Hall D, PO Box 110220
Gainesville, FL 32611-0220

This AGREEMENT shall be effective on January 1, 2017
APPROVED BY:


FOR COUNTY:



Board of County Commissioners Representative

12/13/2016
DATE

APPROVED AS TO FORM AND LEGALITY:



County Attorney

12/1/16
DATE

FOR THE UNIVERSITY:

University of Florida

DATE

Taylor County - Florida Sea Grant Marine Agent - Grant
FY 2017 Summary
Salary Projection 10/1/2016 - 9/30/2017
11/21/2016

Payroll Due from County for FY 2017

Blanco, Victor 16,469.08

Total payroll Due: **16,469.08**

Estimated budget Schedule:	
January 10, 2017	4,117.27
April 10, 2017	4,117.27
July 10, 2017	4,117.27
October 10, 2017	4,117.27
Total:	16,469.08

*Agreement is cost reimbursable, so amounts indicated could vary.

Please remit invoices to:

Taylor County - Florida Sea Grant Marine Agent - Grant
Salary Details
Salary Projection 10/1/16-9/30/2017

10/1/16-9/30/17

		State	County	Total	3% Inflation
Blanco, Victor	Percentage	80.000%	20.000%	100.00%	
	Salary	50,400.00	12,600.00	\$63,000.00	
Faculty Pool Rate	Pooled Fringe	13,557.60	3,389.40	16,947.00	
	Grand Totals	63,957.60	15,989.40	79,947.00	
Exempt Blanco, Victor	Annual: \$63,000.00			15,989.40	16,469.08
				Total:	<u>\$ 16,469.08</u>

***FY 17: 70% State & 30% County

**FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
between
Florida Cooperative Extension Service,
Institute of Food and Agricultural Services,
University of Florida
and
the Board of County Commissioners of
Taylor County, Florida**

THIS FIRST AMENDMENT, to the Memorandum of Understanding is made this _____ day of September, 2017 between Taylor County, a political subdivision of the State of Florida (County) and the University of Florida Board of Trustees (University).

WHEREAS, the County and University entered into a Memorandum of Understanding (MOU) effective January 1, 2017 providing for the operation of the Florida Cooperative Extensions Service Program; and

WHEREAS, the term of the existing MOU ends September 30, 2017; and

WHEREAS, the County and University would like to continue the education extension service provided by the University in a manner that will require revision of the existing agreement as contemplated in the Original MOU adopted January 1, 2017; and

WHEREAS, the MOU is subsequently amended to address issues related to providing for employees, funding and administrative rules regulating the Florida Cooperative Extension Service Program in Taylor County; and

WHEREAS, in order to avoid a break in the services provided by the University and allow for the adoption of a new MOU as required, the County and University find it reasonable and appropriate to extend the existing MOU until September 30, 2018.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in the existing MOU and this Amendment, the parties hereby agree as follows.

Article VI of the MOU, which support the UF/IFAS Extension Agent-Marion position in Taylor County Extension Office, titled "Period of Contract-Renewal-Modification" shall be revised to the following:

This AGREEMENT shall be effective as of October 1st, 2017 and shall continue through September 30, 2018, unless modified or terminated earlier. At the time of expiration, this AGREEMENT may be updated as needed and resigned by both parties. This AGREEMENT may be modified at any time by mutual consent of both parties herein above.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed the day, month and year aforesaid.

Attest:

TAYLOR COUNTY:

CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

DEPUTY CLERK

CHAIRMAN

Approved as to Form:

Office of County Attorney

UNIVERSITY OF FLORIDA,

Division of Sponsored Programs

BY: _____

11

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve and execute contract for Program Administration Services FFY 2016 Community Development Block Grant(s) (CDBG) and Related Programs with Government Services Group (GSG) in the amount of \$86,700.

MEETING DATE REQUESTED:

October 1, 2017

Statement of Issue: The County received one Request For Proposal at the July 18, 2017 for CDBG Program Administration Services from GSG in the amount of \$102,000. Staff negotiated a contract in the amount of \$86,700.

Recommended Action: Approve and execute contract with GSG in the amount of \$86,700 for CDBG Program Administration Services.

Budgeted Expense: Program Administration fees will be paid 100% by a CDBG grant. The County anticipates receiving the CDBG grant contract within the next few weeks. No fees will be incurred prior to execution of the grant agreement.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County received one RFP for CDBG Program Administration Services from GSG. The Bid Committee reviewed the RFP and found all documents to be in order, however did not concur with the Fee and Proposed Fee Basis. GSG submitted a proposal in the amount of \$102,000 and staff negotiated a contract in the amount of \$86,700.

Attachments: Contract with Attachments and documentation of CDBG grant award.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

TED LAKEY, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

TAYLOR COUNTY, FLORIDA CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ADMINISTRATION SERVICES

THIS CONTRACT is made and entered into this _____ day of _____, 2017, by and between the Taylor County Board of Commissioners (hereinafter the OWNER) and Government Services Group, Inc., (hereinafter GSG). This Contract shall become effective immediately, with Program Administration Services subject to the beginning date of the OWNER's Grant Award Agreement between the OWNER and the Florida Department of Economic Opportunity, Community Development Block Grant (hereinafter DEO).

WHEREAS, the OWNER has solicited for competitive proposals, and selected GSG to perform Program Administration Services for a Community Development Block Grant (CDBG) for the FFY 2016 funding cycle.

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the OWNER and GSG agree as follows:

A. Covenant for Services

The OWNER does hereby contract with GSG to perform the services described herein and GSG does hereby agree to perform such services under the terms and conditions set forth in this Contract.

B. Availability of Funds

Payment of funds pursuant to this Contract is subject to and conditioned upon the release of authorized appropriations from DEO. GSG shall be paid in accordance with Section D of this Contract. The OWNER's Grant Award Agreement from DEO shall become part of this Contract consistent with the requirements established in Florida Administrative Code and federal regulations and standards.

C. Scope of Services

(1) Intent of this Contract

GSG agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform, and complete the necessary Program Administration Services required to implement and complete the OWNER's FFY 2016 CDBG project in compliance with applicable laws and regulations.

(2) Scope of Services – Program Administration Services

- Representation during monitoring
- Develop project information management and filing system
- Develop work plan for project contract document
- Preparation of project contract document
- Environmental review
- Oversight of project schedule and compliance
- Coordination with other agencies and contracts, as necessary
- Conduct homeowner's meetings
- Conduct pre-bid conferences
- Bid awards
- Housing rehab/inspection services
- Work write-ups
- Maintain homeowners files
- Review contract documents
- Conduct contractor's conference
- Monitor contractor performance and compliance
- Oversight of citizen complaint process
- Develop and process amendments, as needed
- Provide all other necessary technical assistance
- Develop project financial management system for receiving and disbursing funds
- Develop budget for project contract
- Budget tracking
- Review change orders for compliance, as needed
- Review amendments for compliance, as needed
- Prepare and submit all quarterly reports
- Propose and assist with all required Fair Housing projects during grant contract
- Review final pay requests
- Balance final project budget
- Review final project documents
- Prepare documents for administrative/financial close-out
- Final status report

If the Grant Award Agreement between the OWNER and DEO is amended, the scope of services for the project shall be amended to be consistent with that Agreement.

D. Consideration and Method of Payment for Services

(1) Amount of Consideration

For Program Administration Services, for a Housing Rehabilitation grant the OWNER will pay GSG the sum of **\$86,700.00** of the grant award. The OWNER shall issue the fee amount to GSG over a period of twelve (12) months. GSG shall receive the sum of \$5,000.00 upon submission to the OWNER all materials required for Release of Funds as specified in the OWNER's Grant Award Agreement from DEO. The remaining portion of GSG's lump sum fee shall be paid in 12 equal monthly payments. If the

project is completed in less than 12 months, the balance of the administration fee will be paid to GSG after completion and submission of the Closeout Status Report to OWNER for submission to DEO.

(2) Method of Payments

GSG will submit a monthly invoice. The invoice shall be submitted to the OWNER for the OWNER's review and approval. Payment will be issued within thirty (30) days of approval of the invoice, subject to availability of project funds.

(3) Additional Services

If additional services are requested or required, then the additional services shall be established based on the hourly rates identified in Attachment C of this Contract. Additional services shall include additional project management due to construction delays beyond the construction contract period. The liquidated fee clause established in the construction contract would be utilized to pay for the additional services caused by the construction delays.

E. Subcontracts

(1) If GSG subcontracts any of the work required under this Contract, GSG agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the OWNER.

(2) GSG agrees to include in the subcontract that the subcontractor shall indemnify and hold harmless the DEO, the OWNER and GSG from and against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Contract.

F. Modification of Contract

All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to GSG will not be amended without mutual agreement of the OWNER and GSG, formally executed in writing, subject to availability of funds.

G. Termination (Cause and/or Convenience)

(1) This Contract may be terminated in whole or in part in writing by either party in event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(2) This Contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in G. (1) above.

(3) If termination for default is effected by the OWNER, an equitable adjustment in the price for this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to GSG at the time of termination may be adjusted to cover any additional costs to the OWNER because of GSG's default.

For any termination, the equitable adjustment shall provide for payment to GSG for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by GSG relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.

(4) Upon receipt of a termination action under paragraphs (1) or (2) above, GSG shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the OWNER all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by GSG in performing this Contract, whether completed or in process.

(5) Upon termination, the OWNER may take over the work and may award another party a Contract to complete the work described in this Contract.

(6) If, after termination for failure of GSG to fulfill contractual obligations, it is determined that GSG had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

H. Remedies

Unless otherwise provided in this Contract, all other matters in question between the OWNER and GSG, arising out of or relating to this Contract, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Contract, shall be Taylor County, Florida.

I. Liability

(1) GSG shall be responsible for all damages to persons or property that occur as a result of GSG's fault or negligence in connection with work performed under the provisions of this Contract, and GSG shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the OWNER. GSG maintains \$1,000,000 of Professional Liability Insurance, \$2,000,000 of General Liability Insurance, \$1,000,000 of Automobile Liability Insurance and \$100,000 per accident or Workers Compensation and Employers' Liability Insurance and will do so throughout the course of the project. Documentation regarding insurance will be made available upon request.

(2) GSG shall indemnify and save harmless the OWNER, its agents, and employees from liability for any injury or damages to persons or property resulting from GSG's prosecution of work pursuant to the provisions of this Contract.

J. Energy Efficiency

GSG shall 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).

K. Project Representatives

The OWNER's Project Manager for this Contract is: Melody Cox.

GSG's Project Grants Manager responsible for the planning and application services of this Contract is Jay Moseley, Senior Vice President, Government Services Group, Inc., 1500 Mahan Drive, Suite 250, Tallahassee, Florida 32308. In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Contract.

L. Terms and Conditions

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

M. Eligibility

GSG certifies that it is eligible to receive state and federally funded contracts. GSG also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

N. Conflict of Interest

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of this Contract, or in any benefit to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercised any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work performed. Further, GSG shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

O. Federal Statutory Requirements

When applicable, GSG and the OWNER shall comply with the provisions contained in Attachment A and incorporated herein.

P. Attachments

This Contract is subject to the provisions of the following Attachments, which are attached to and made a part of this Contract:

- (1) Attachment A, "Federal Provisions", consisting of three (3) pages.
- (2) Attachment B, "Section 3 and Affirmative Action Plan", consisting of one (1) page.
- (3) Attachment C, "Fee Schedule", consisting of one (1) page.
- (4) Attachment D, "Sworn Statement on Public Entity Crimes", consisting of two (2) pages.

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

GOVERNMENT SERVICES GROUP, INC.

By: _____

Name and Title: Camille P. Tharpe, Senior Vice President

Attest: _____

TAYLOR COUNTY

By: _____

Name and Title: Pam Feagle, Chairman

Attest: _____

ATTACHMENT A

FEDERAL

PROVISIONS

1. Equal Employment Opportunity

During the performance of this Contract, GOVERNMENT SERVICES GROUP, INC. agrees as follows:

a. GOVERNMENT SERVICES GROUP, INC. will not discriminate against any employee or applicant for employment because of age, race, sex, national origin, ethnic background, and handicap status. GOVERNMENT SERVICES GROUP, INC. will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. GOVERNMENT SERVICES GROUP, INC. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by TAYLOR COUNTY BOARD OF COMMISSIONERS setting forth the provisions of this non-discrimination clause.

b. GOVERNMENT SERVICES GROUP, INC. will, in all solicitation or advertisements for employees placed by or on behalf of GOVERNMENT SERVICES GROUP, INC., state that all qualified applicants will receive consideration for employment without regard to age, race, sex, national origin, ethnic background, and handicap status.

c. GOVERNMENT SERVICES GROUP, INC. will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. GOVERNMENT SERVICES GROUP, INC. will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

e. GOVERNMENT SERVICES GROUP, INC. will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by TAYLOR COUNTY BOARD OF COMMISSIONERS and the State of Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of GOVERNMENT SERVICES GROUP, INC.'s non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and GOVERNMENT SERVICES GROUP, INC. may be declared ineligible for further government 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.

g. GOVERNMENT SERVICES GROUP, INC., will include the provisions of

paragraphs (a) through (g) 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. GOVERNMENT SERVICES GROUP, INC. will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event GOVERNMENT SERVICES GROUP, INC. becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the TAYLOR COUNTY BOARD OF COMMISSIONERS, GOVERNMENT SERVICES GROUP, INC. may request the United States to enter into such litigation to protect the interests of the United States.

2 Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

3 Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

4. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

a. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135), as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c. GOVERNMENT SERVICES GROUP, INC. will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. GOVERNMENT SERVICES GROUP, INC. will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. GOVERNMENT SERVICES GROUP, INC. will not subcontract with any

subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. Access and Retention to Records

GOVERNMENT SERVICES GROUP, INC. shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by Taylor County Board of Commissioners to assure proper accounting for project funds, both federal and nonfederal shares. These records will be available audit purposes to TAYLOR COUNTY BOARD OF COMMISSIONERS or any authorized representative, and shall be retained for six (6) years after the final closeout of the agreement between TAYLOR COUNTY BOARD OF COMMISSIONERS and the Florida Department of Economic Opportunity, Community Development Block Grant Agreement.

ATTACHMENT B

SECTION 3 AND AFFIRMATIVE ACTION PLAN

1. GOVERNMENT SERVICES GROUP, INC. will solicit and evaluate applications for employment in a manner that is non-discriminatory based upon age, race, sex, national origin, ethnic background, and handicap status.
2. When training and/or employment opportunity arises in connection with this project, GOVERNMENT SERVICES GROUP, INC. will, to the greatest extent feasible, provide maximum opportunity to lower income residents of the project. Employment opportunity will be locally advertised in a manner that will ensure that potentially eligible applicants are 1) made aware of the opportunity, and 2) provided a convenient way to apply for employment.
3. During this project, GOVERNMENT SERVICES GROUP, INC. will seek to purchase necessary goods and/or services from businesses that are located in, or owned by persons residing in the jurisdiction.
4. GOVERNMENT SERVICES GROUP, INC. will utilize the HUD and Florida lists of minority businesses in filling subcontracting and/or purchasing needs.
5. GOVERNMENT SERVICES GROUP, INC. will include applicable equal opportunity provisions in subcontracts issued in connection with this project.
6. GOVERNMENT SERVICES GROUP, INC. shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training.
7. GOVERNMENT SERVICES GROUP, INC. is under no contractual or other disability, which would prevent compliance with this policy.

ATTACHMENT C

FEE SCHEDULE

Where grant funds cannot be used or for additional services the following schedule will be utilized:

Description

Senior Vice President	\$175.00 per hour
Project Manager	\$150.00 per hour
Project Coordinator	\$150.00 per hour
Financial Manager	\$150.00 per hour
Construction Manager	\$100.00 per hour
Construction Inspector	\$ 80.00 per hour
Administrative Services	\$ 50.00 per hour

ATTACHMENT D

SWORN STATEMENT UNDER
SECTION 287.133(3)(a), Florida Statutes, ON
PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Taylor County, Florida by Camille P. Tharpe, Senior Vice President of Government Services Group, Inc. whose business address 1500 Mahan Drive, Suite 250, Tallahassee, FL 32308, and its Federal Employer Identification No. (FEIN) is 59-3419105.

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

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

X

Sworn to and subscribed before me this _____ day of _____ 2017.

Personally known _____

or Produced Identification

Notary Public - State of Florida

(Type of Identification)

My commission expires _____

(Printed, typed or stamped
commissioned name of notary public)

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Name – Camille P. Tharpe

Taylor County
Local Government

Senior Vice President
Title

CDBG Contract Number

GOVERNMENT SERVICES GROUP, INC. Community Services. Group. Inc.
Firm

1500 Mahan Dr. Suite 250
Street Address

Tallahassee. Florida 32308
City, State, Zip

Date

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

September 15, 2017

The Honorable Pam Feagle
Chairperson, Taylor County Board
of County Commissioners
201 East Green Street
Perry, Florida 32347

RE: Small Cities Community Development Block Grant (CDBG) Program
Federal Fiscal Year (FFY) 2016 Funding
Contract Number: 18DB-OM-03-72-01-H 02

Dear Commissioner Feagle:

The Florida Department of Economic Opportunity (DEO) has completed its review of the County's FFY 2016 Florida Small Cities CDBG application for funding. The final score for the County's application is within the fundable range, and as such is granted a subaward in the amount of \$750,000. A copy of the Small Cities CDBG subgrant agreement and other required documents will be emailed to the project contact person identified in the County's application.

The State Clearinghouse does not have to review Housing Rehabilitation subgrants, but the State Historic Preservation Office will review the information after the County has selected the homes that will be rehabilitated. One copy of the following application sections must be sent along with a list of the properties that will be rehabilitated:

- Part 2: Application Profile and General Scoring Criteria;
- Part 3: Sources and Uses of Non-CDBG Funds (Leverage), if applicable;
- Part 6: Form H-1 only;
- Part 9: Appendix A: Maps; and
- Part 9: Appendix D: Historic Preservation Documents, if applicable.

The documents should be mailed to the following address:

State Historic Preservation Officer
Attn: Compliance Review
500 South Bronough Street
Tallahassee, Florida 32399-0250

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
[www.twitter.com/FLDEO](https://twitter.com/FLDEO) | www.facebook.com/FLDEO

The subgrant agreement has been revised in response to statutory changes. Such changes include revisions related to: the scope of work, elements of the project narrative, as well as documentation requirements for reimbursement, and public records responsibilities.

DEO anticipates conducting implementation training for FFY 2016 subgrantees in January or February of 2018. The new subgrant agreement requires, and continued funding of the CDBG project is contingent upon, an employee's or elected official's attendance at this training. DEO will reimburse the travel expenses in accordance with section 112.061, Florida Statutes, for one qualifying employee or elected official from the County to attend the training. The County is responsible for ensuring compliance with all state and federal regulations, submitting reports on time, and completing project activities even if the County hires a subgrant administrator. Additional information regarding the training will be e-mailed to the project contact listed in the application for funding.

Please contact Patrick Howard at Patrick.Howard@deo.myflorida.com or at (850) 717-8418 if there are any questions regarding this letter.

Sincerely,



Sherri Martin, Bureau Chief
Bureau of Small Cities and Rural Communities

SM/ph

cc: ✓ Ms. Melody Cox, Director of Grants Administration, Taylor County
Mr. James F. (Jay) Moseley, Senior Consultant, Government Services Group, Inc.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Grievance Procedures for FY 2017-2018 for the Local Coordinating Board for the Transportation Disadvantaged.

MEETING DATE REQUESTED:

October 2, 2017

Statement of Issue: Board to review and approve the Grievance Procedures for FY 2017-2018 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged .

Recommended Action: Approve the FY 2017- 2018 Grievance Procedures for the Taylor County Transportation Disadvantaged Program.

Budgeted Expense: Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The terms of the Transportation Disadvantaged Planning Grant require the Local Coordinating Board for the Transportation Disadvantaged to maintain grievance procedures and update them on a annual basis. The Grievance Procedures are in full compliance with the Florida Commission for the Transportation Disadvantaged Grievance Procedures.

Attachments: Grievance Procedures FY 2017-2018.



GRIEVANCE PROCEDURES 2017 – 2018 TAYLOR COUNTY LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED

The Taylor County Local Coordinating Board (LCB) for the Transportation Disadvantaged appointed by the Taylor County Board of Commissioners has established formal complaint/grievance procedures for the local transportation disadvantaged program. The County is required to have formal complaint/grievance procedures as specified by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statute and Rule 41-2.012, Florida Administrative Code (F.A.C). The Grievance Procedures shall be in compliance with Florida Commission for the Transportation Disadvantaged Local Grievance Guidelines for Transportation Disadvantaged Services (February 2010) and Florida Commission Transportation Disadvantaged Grievance Procedures (May 2015). The following rules and procedures shall constitute the grievance process to be used by the Coordinated Community Transportation Disadvantaged system in Taylor County.

SECTION 1. DEFINITIONS

As used in these rules and procedures the following words and terms shall have the meanings assigned therein. Additional program definitions can be found in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code.

- 1.1 Community Transportation Coordinator (CTC): means a transportation coordinator recommended by an appropriate Designated Official Planning Agency or a Metropolitan Planning Organization, if so applicable, as provided for in Section 427.015(1), Florida Statutes in an area outside the purview of a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (The CTC for Taylor County is Big Bend Transit, Inc.)
- 1.2 Designated Official Planning Agency (DOPA): means the official body or agency designated by the Commission to fulfill the functions of transportation disadvantaged planning in areas not covered by a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (Taylor County Board of Commissioners is the DOPA for Taylor County.)
- 1.3 Transportation Disadvantaged (TD) (User): means “Those persons who because of physical or mental disability, income status, age, or who for other reasons are unable to transport themselves or to purchase transportation and are, therefore, dependent on others to obtain access to employment, health care, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk or at-risk” as defined in Section 411.202, Florida Statutes.
- 1.4 Agency: means an official, officer, commission, authority, council, committee, department, division, bureau, board, section, or any other unit or entity of the state or of a city, town, municipality, county, or other local governing body or a private nonprofit entity providing transportation services as all or part of its charter.

- 1.5 **Transportation Operator:** means one or more public, private for profit or private nonprofit entities engaged by the community transportation coordinator to provide service to transportation disadvantaged persons pursuant to a Transportation Disadvantaged Service Plan (TDSP)
- 1.6 **Service Complaint:** Means routine incidents that occur on a daily basis, are reported to the driver or dispatcher, or to other individuals involved with the daily operations, and are resolved within the course of a reasonable time period suitable to the complainant. Local service complaints are driven by the inability of the Community Transportation Coordinator (CTC) or transportation operators, not local service standards established by the Community Transportation Coordinator, local Coordinating Board, and the Taylor County Board of Commissioners. Big Bend Transit is both the CTC and the operator. Big Bend Transit does not use outside operators at this time. All service complaints shall be recorded and reported by the CTC to the LCB.
- 1.7 **Formal Grievance:** A written complaint to document any concerns or an unresolved service complaint regarding the operation or administration of TD services by the CTC, DOPA, or LCB. The Grievant, in their formal complaint, should demonstrate or establish their concerns as clearly as possible.
- 1.8 **Administrative Hearing Process:** Chapter 120, Florida Statutes.
- 1.9 **Ombudsman Program:** A toll-free telephone number established and administered by the Commission for the Transportation Disadvantaged to enable persons to access information and/or file complaints/grievances regarding transportation services provided under the coordinated effort of the Community Transportation Coordinator.

SECTION 2. OBJECTIVES

- 2.1 The objective of the grievance process shall be to investigate, process, and make recommendations in a timely manner on formal written complaints/grievances that are not resolved between the CTC and/or individual agencies working with the CTC and the customer. It is not the objective of the grievance process to “adjudicate” or have “determinative” powers.
- 2.2 The CTC, and its service operation and other subcontractors must post the contact person’s name and telephone number in each vehicle regarding the reporting of complaints.
- 2.3 All documents pertaining to the grievance process will be made available, upon request, in a format accessible to persons with disabilities.
- 2.4 A written copy of the grievance procedure shall be available to anyone upon request. The request shall be made to the CTC, Official Planning Agency, or the Commission for the Transportation Disadvantaged.
- 2.5 Apart from this grievance process, aggrieved parties with proper standing may also have recourse through Chapter 120, Florida Statutes Administrative Hearing Process or the judicial court system.

SECTION 3. COMPOSITION OF GRIEVANCE COMMITTEE AND TERMS

- 3.1 The Taylor County Local Coordinating Board shall appoint at least five (5) of its voting members to the Grievance Committee. The Grievance Committee will serve as a mediator to process and investigate complaints from agencies, users, potential users of the system, and the CTC in the designated service area and make recommendations to the LCB.
- 3.2 Members shall be appointed by the Chairperson of the LCB.
- 3.3 The Grievance Committee shall include one representative of users/clients.
- 3.4 The Chairperson of the LCB reserves the right to make reappointments should any conflict of interest arise.
- 3.5 The Planning Grant Manager or his/her designee shall also serve on the Grievance Committee.
- 3.6 Members of the Grievance Committee shall be appointed for a two (2) year term. Term limits of the grievance committee shall coincide with term limits of the Local Coordinating Board if applicable.
- 3.7 A member of the Grievance Committee may be removed for cause and/or conflict of interest by the LCB Chairperson who appointed him/her. Vacancies on the committee shall be filled in the same manner as the original appointment. The appointment to fill a vacancy shall only be for the remainder of the unexpired term being filled.
- 3.8 The Grievance Committee shall elect a Chairperson and Vice Chairperson. The Chair and Vice Chair shall serve for a one (1) year term but may serve consecutive terms.
- 3.9 A quorum of three (3) voting members shall be required for official action by the grievance committee. Meetings shall be held at such times as the necessitated by formally filed grievances.

SECTION 4: GRIEVANCE PROCESS

- 4.1 Grievance procedures will be those as specified by the Local Coordinating Board, developed from guidelines of the Commission for the Transportation Disadvantaged, and approved by the LCB as set forth below. The grievance procedures are for the purpose of fact-finding and not exercising adjudicative powers. It should be understood that these procedures are for the purpose of "hearing", "advising" and "making recommendations" on issues related to service delivery and administration of the transportation disadvantaged program in the Taylor County service area.
- 4.2 Apart from the grievance procedures outlined below, aggrieved parties with proper standing may also have recourse through the Commission for the Transportation Disadvantaged Chapter 120, Florida Statutes Administrative Hearing Process, or the judicial court system.
- 4.3 Service Complaints. All service complaints should be recorded and reported by the Community Transportation Coordinator (CTC) to the Local Coordinating Board. The CTC

should also include statistics on service complaints. Service complaints may include but not be limited to:

- a. Late trips (late pick up or drop off)
- b. No show by transportation operator
- c. No show by client/rider
- d. Client/rider behavior
- e. Driver behavior
- f. Passenger comfort/discomfort
- g. Service denial (refusing service to rider without an explanation as to why – such as the client may not qualify, lack of TD funds, etc.)
- h. Unsafe driving
- i. Others as deemed appropriate by the Local Coordinating Board

4.4 Formal Grievance. The client/rider, in their formal complaint, should demonstrate or establish their concerns as clearly as possible. The formal grievance process shall be open to addressing concerns by any person or agency including but not limited to: purchasing agencies, users, and potential users, private for-profit operators, private non-profit operators, the Community Transportation Coordinator, the Designated Official Planning Agency, elected officials and drivers. Formal grievances may include but are not limited to:

- a. Chronic or recurring or unresolved service complaints
- b. Violations of specific laws governing the provisions of the TD Services (i.e., Chapter 427, F.S., Rule 41-2 FAC and accompanying documents, Sunshine Law and ADA)
- c. Denial of service
- d. Suspension of service
- e. Unresolved safety issues
- f. Contract disputes (if applicable)
- g. Coordination of disputes
- h. Bidding disputes
- i. Agency compliance
- j. Conflicts of interest
- k. Supplanting of funds
- l. Billing and/or account procedures
- m. Others as deemed appropriate by the Local Coordinating Board

4.5 All formal grievances filed must be written and at a minimum contain the following:

- a. Name and address of the client/rider
- b. A statement of the grounds for the grievance and supporting documentation, made in a clear and concise manner. This shall include efforts made by the client taken to resolve the issue.
- c. An explanation of the relief desired by the client.

If the client does not supply the above information to substantiate the grievance, no further action shall be taken.

4.6 The following steps shall be taken after a formal grievance has been filed:

Step One: The customer shall first contact the Community Transportation Coordinator (CTC) or the entity which they have a complaint. Big Bend Transit, Inc. is the Taylor County CTC and can be contacted at 850-574-6266. Locally, complaints may be made at 850-584-5566. The customer may also contact the Commission for the Transportation Disadvantaged Ombudsman representative at 1-800-983-2435. The CTC will attempt to mediate and resolve the grievance. Minimum guidelines for the CTC include:

- a. All CTC and transportation subcontractors (not applicable at this time) must make a written copy of their procedures and rider policies available to anyone, upon request.
- b. All CTC and transportation subcontractors (not applicable at this time) must post the contact person and telephone number for access to information regarding reporting service complaints or filing a formal grievance in each of their vehicles in plain view of riders.
- c. Grievance procedures must specify a minimum amount of days (not to exceed 15 working days) to respond to Grievant in writing noting the date the grievance was received and date by which a decision will be made.
- d. The CTC will render a decision in writing, giving the complainant an explanation of the facts that lead to the CTC's decision and provide a method or ways to bring about a resolution.
- e. All documents pertaining to the grievance process will be made available, upon request, in a format accessible to persons with disabilities.
- f. The CTC Board of Directors, owners or whoever is legally responsible must receive a copy of the grievance and response.

Step Two: If mediation with the CTC and/or the applicable entity is not successful, the CTC or the client may file an official complaint with the Planning Grant Manager or their designee of the Designated Official Planning Agency. Taylor County Board of Commissioners is the DOPA and the Planning Manager can be reached at 850-838-3553.

Step Three: The Planning Grant Manager or their designee on behalf of the DOPA will make every effort to resolve the grievance by arranging a meeting between the involved parties in an attempt to assist them in reaching an amicable resolution. The meeting shall take place within seven (7) working days of receipt of all evidence regarding the grievance. The representative of the DOPA shall prepare a report regarding the meeting outcome. The report shall be sent to the client and the Chair of the Grievance Committee within seven (7) working days of the meeting.

Step Four: If the representative of the DOPA is unsuccessful at resolving the grievance through the process outlined in Step Three, the customer may request, in writing, that their grievance be heard by the Grievance Committee. This request shall be made within seven (7) working days of receipt of the report prepared as a result of the mediation meeting under Step Three and sent to the DOPA represented by the Local Coordinating Board (LCB) Chairman.

Step Five: Upon receipt of the written request for the grievance to be heard by the Grievance Committee, the LCB Chairman shall have fifteen (15) working days to contact Grievance Committee members and set up a grievance hearing date and location. The client and all parties involved shall be notified of the hearing date and location at least seven (7) working days prior to the hearing date by certified mail, return receipt requested.

Step Six: Upon conclusion of the hearing, the Grievance Committee must submit a written report of the hearing proceedings to the LCB Chairperson within ten (10) working days. The report must outline the grievance and the Grievance Committee's findings and recommendations. If the grievance is resolved through the hearing process in the above outlined steps, the grievance process will end. The final report will be forwarded to the members of the LCB.

Step Seven: If the grievance has not been resolved as outlined in the above steps, the client may request, in writing, that their grievance be heard by the full LCB. This request must be made in writing and sent to the LCB Chairman within five (5) working days of receipt of the Grievance Committee Hearing report. The client may make their request for a hearing before the LCB immediately following the Grievance Committee hearing, however until the final report is prepared from that meeting; the time frames established for notification of meeting herein apply.

Step Eight: The DOPA/ LCB Chairman shall have fifteen (15) working days to set a meeting date. LCB members shall have at least ten (10) working days notice of such meeting. The meeting shall be advertised as so appropriate in the news media and/or other mandated publications. The Grievance Committee's report must be received by the DOPA/ LCB Chairman within seven (7) working days of the hearing. The report shall then be forwarded to the client, members of the Grievance Committee, members of the Local Coordinating Board and all other persons/agencies directly involved in the grievance process.

Step Nine: The result/recommendations of the Local Coordinating Board hearing shall be outlined in a final report to be completed within seven (7) working days of the hearing. The report shall then be forwarded to the customer, members of the Local Coordinating Board, and all other persons/agencies directly involved in the grievance process.

If the grievance has not been resolved as outlined in these grievance procedures, the client/rider may exercise their adjudicative rights, use the Administrative Hearing Process outlined in Chapter 120, Florida Statutes, or request their grievance be heard by the Commission for the Transportation Disadvantaged through the Ombudsman Program established herein and the Commissions Grievance Process outlined in Section 5.

SECTION 5: COMMISSION FOR THE TRANSPORTATION DISADVANTAGED GRIEVANCE PROCESS

- 5.1 If the Local Coordinating Board does not resolve the grievance, the client will be informed of his/her right to file a formal grievance with the Ombudsman Program provided by the Commission for the Transportation Disadvantaged. The client may begin this process by contacting the Commission through the TD Helpline at 1-800-984-2435 or 850-488-6036 or by mail to: Florida Commission for the Transportation Disadvantaged, 605 Suwannee Street MS-49, Tallahassee, FL 32399-0450 or by email at www.dot.state.fl.us/ctd. For hearing or

speech impaired clients they may call, 711 (Florida only) Florida Relay System or 850-410-5708 for TTY. Upon request of the client, the Commission will provide the client with an accessible copy of the Commission's Grievance Procedures. The Ombudsman Program is available to anyone requesting assistance to resolve complaints or grievances.

All of the steps outlined in Section 4 must be attempted in the listed order before a grievance will move to the next step in the formal grievance process with the Commission for the Transportation Disadvantaged. The client should be sure to try and have as many details as possible when filing a complaint, such as dates, times, names, vehicle numbers, etc.

- 5.2 Chapter 427, F.S. does not expressly confer the power or authority for the Commission for the Transportation Disadvantaged to "hear and determine" a grievance between two third parties. The Commission for the Transportation Disadvantaged can listen to grievances and it can investigate them from a fact-finding perspective. It cannot be the "judge" or "arbiter" of the grievance in the sense of determining that one party's version of the facts is right and the other is wrong, and order the wrong party to somehow compensate the right party. On the other hand, the grievance may bring to light a problem within "the system". Similarly, if the grievance showed that one of the parties with whom the Commission for the Transportation Disadvantaged contracts was acting so aberrantly as to not be in compliance with its contract, the Commission for the Transportation Disadvantaged could exercise whatever contractual rights it has to correct the problem.

Accordingly, the Commission for the Transportation Disadvantaged ' may take part in the grievance process, if it wants to, for purposes of listening to the grieving parties and gathering the facts of the matter. It may not decide the grievance, where doing so would amount to an exercise of adjudicative powers.

- 5.3 Medicaid transportation service complaints, grievances, or appeals should be addressed through the Medicaid Grievance System. The Medicaid Grievance System has a complaint process which can be accessed online at <http://ahca.myflorida.com/Medicaid>. Complaints can also be made by calling 1-877-254-1055. The Medicaid Fair Housing Process is conducted through the Department of Children and Families.
- 5.4 If the Commission is unable to resolve the grievance, the client will be referred to the Office of Administrative Appeals or other legal venues appropriate to the specific nature of the grievance.

Grievance Procedures Process Chart at the Local Level

Type	Time Frame to File	Provide Transportation Services During Review	Time Frame to Resolve	Extension Time Frame	Time Frame to Send Written Notification of Resolution	Next Step (if any)
Complaint	Ninety (90) working days from the date of the incident that precipitated the complaint.	Yes	Fifteen (15) working days.	Ten (10) working days.	Five (5) working days from the date of the complaint.	File a grievance.
Grievance	Ninety (90) working days from the date of the action that precipitated the grievance to be filed.	Yes	Ninety (90) working days.	Fourteen (14) working days.	Seven (7) working days from the date of the resolution of the grievance.	File grievance with the Florida Commission for the Transportation Disadvantaged

NAMES AND ADDRESSES OF PERSONS/ENTITIES REFERENCED IN GRIEVANCE PROCEDURES

Big Bend Transit, Inc.
P.O. Box 1721
Tallahassee, Florida 32302
Contact: Shawn Mitchell- Transportation Manager
Phone: 850-574-6266
smitchell@bigbendtransit.org

Taylor County Planning Grant Manager
201 East Green St.
Perry, Florida 32347
Contact: Melody Cox or Jami Boothby
Phone: 850-838-3553
melody.cox@taylorcountygov.com or grants.assist@taylorcountygov.com

Taylor County Local Coordinating Board Chairperson: Thomas Demps
Taylor County Board of Commissioners
201 East Green St.
Perry, Florida 32347
Phone: 850-838-3500 ext 107

Florida Commission for the Transportation Disadvantaged Helpline 800-983-2435
or
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, FL 32399-0450
or
www.dot.state.fl.us/ctd

For Hearing and Speech impaired call 711 (Florida only) Florida Relay System or 850-410-5708 for TTY

Americans with Disabilities Act (ADA) 800-514-0301 (Voice) and 800-514-0383 (TTY)

Disability Rights Florida 800-342-0823

CERTIFICATION

The undersigned hereby certifies that they are the Chairperson of the Transportation Disadvantaged Local Coordinating Board and that the foregoing is a full, true and correct copy of the Grievance/Complaint Rules and Procedures of this Board as reviewed and adopted on the _____ day of _____, 2017

Thomas Demps, Chairperson
Local Coordinating Board for the Transportation Disadvantaged

APPROVED BY THE TAYLOR COUNTY BOARD OF COMMISSIONERS, THE OFFICIAL
DESIGNATED PLANNING AGENCY

Pam Feagle, Chairman
Taylor County Board of Commissioners

October 2, 2017
Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



2017 E911 FALL MAINTENANCE GRANT

Meeting Date:

Oct. 2, 2017

Statement of Issue: This application is for a grant that would fund maintenance expenses

Associated with Taylor County's 911 system.

Recommendation: Approve the application

Fiscal Impact: \$ 34,377.00 **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

Submitted By: Sarah Weirick

Contact: 850-838-1104 office or 850-672-1976 cell

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The E911 Rural County Grant Program is to assist rural counties with the installation and maintenance of an Enhanced 911 (E911) system and to provide "seamless" E911 throughout the State of Florida. This grant will help to cover maintenance expenses associated with the E911 system. There is no match requirement for this grant as it is 100% funded by the state E911 board.

Options: 1. _____
2. _____

Attachments: 1. Grant application w/vendor quotes
2. _____

APPLICATION

**E911 RURAL COUNTY GRANT
PROGRAM**

**W Form 1A, incorporated by reference in Rule 60FF1-5.002, Florida
Administrative Code, Rural County Grants
E911 Rural County Grant Program Application,
Revised 02/17/16**

1.0 Purpose

The E911 Rural County Grant Program is to assist rural counties with the installation and maintenance of an Enhanced 911 (E911) system and to provide "seamless" E911 throughout the State of Florida.

2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 as per the most recent published data from the Florida Association of Counties' directory is eligible to apply for this grant program. Funding priorities are established in Addendum I.

3.0 Definitions

- A. Enhanced 911 (E911): As defined by subsection 365.172(3)(h), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.
- B. E911 Maintenance: Means the preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain the E911 System in operable working condition.
- C. E911 System: Means the Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.
- D. Next Generation 911 (NG-911): Means the designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- E. Public Safety Answering Point (PSAP): As defined by paragraph 365.172(3)(y), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.

4.0 E911 Rural County Grant Program Calendar

	Spring Schedule	Fall Schedule
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of awards approved for funding to the counties.	before June 30	before December 30
Implementation period	One year from the award notification letter date.	One year from the award notification letter date.
Expiration of the right to incur costs, request payment and/or final reimbursement of funding.	Two years from the award notification letter date	Two years from award notification letter date.

5.0 General Conditions

- 5.1 Applications must be delivered to the following address:
State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 135
Tallahassee, FL 32399-0950
Or E911BoardElectronicGrantReports@dms.myflorida.com
- 5.2 The applicant must provide one original of the pages for Application Form items 1 through 14 the associated quotes, and the E911 Board Form 6A, "County E911 Fiscal Information," included in E911 Board Rule 60FF1-5.006, Florida Administrative Code. The grant application package must be postmarked or delivered on or before April 1 or October 1 of each year, dependent on the spring or fall application period. Failure to provide these documents will result in automatic rejection of the grant application. One scanned copy of the entire submitted package should also be provided on a CD-ROM, to ensure quality of the documents to be reviewed.
- 5.3 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG-911 services. Warranty and maintenance costs shall be calculated to account for only the first year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.
- 5.4 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated competitive complete quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.
- 5.5 If the grant application does not exceed the threshold amount of \$195,000, the county can initiate a request for approval for sole source funding. These will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the application. Sole source will be approved if provided in accordance with Chapter 287, Florida Statutes, or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements, which shall be provided with this grant application. Include pricing justification in the sole source letter from the county's purchasing department.
- 5.6 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the E911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance, or met the requirements of General Conditions items 5.4 or 5.5, are not required to provide three written quotes with an application for an additional year of maintenance.

- 5.7 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request. Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables.
- 5.8 Applicants requesting items from different funding priorities should complete a separate application for each priority. See Addendum I - Funding Priorities for the E911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.4 and 5.5.
- 5.9 Should two or more rural counties jointly apply for a grant, each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.4 and 5.5.
- 5.10 Procurement shall be based on the county's purchasing requirements and the applicable State purchasing requirements, including Section 112.061, Florida Statutes. All travel and associated per diem costs proposed shall be in compliance with General Conditions item 6.3.5.
- 5.11 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- 5.12 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.
- 5.13 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund. The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form item #12. Budget/Expenditure Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Maintenance contract cost is not a capital expenditure and is not an authorized expenditure of carry forward funds after the initial first year project costs included in the original capital equipment replacement or upgrade project.

5.14 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.

5.15 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

6.0 Limitation on Use of Funds

6.1 Only eligible expenses for E911 service listed in subsection 365.172(10), Florida Statutes, (Appendix I) that are not specifically excluded in this application will be funded.

6.2 Specifically excluded E911 expenses:

6.2.1 Salaries and associated expenses for 911 coordinators and call takers or other 911 personnel will not be funded.

6.2.2 Wireline database costs from the local exchange carrier, vehicle expenses, outside plant fiber or copper cabling systems and building entrance build out costs, consoles, workstation furniture and aerial photography expenses will not be funded.

6.2.3 Wireline 911 analog trunks, administrative lines and circuits are not fundable. Recurring network and circuit costs will not be funded after the first year implementation period.

6.3 Funding limitations are specified on the following items:

6.3.1 Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.

6.3.2 Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.

6.3.3 Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.

6.3.4 Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.

6.3.4 Training cost funding is limited to new system & equipment training.

6.3.5 The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures. Allowable costs for daily per diem shall not exceed \$186.00.

7.0 Approval and Award

7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.

- 7.2 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards.
- 7.3 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the E911 Rural County Grant Program.
- 7.4 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.
- 7.5 Any county that requires Board of County Commissioner approval of the grant program funding, prior to commencement of the project, shall notify the E911 Board in Application Form item #10. Grant funds for approved grant applications will be held until the county provides written notification to the E911 Board of the Board of County Commissioners approval of the project prior to the funds being disbursed from the E911 Trust Fund.
- 7.6 Any conditional hold, for documentation submittal referenced in 7.2 and 7.5, is limited to the last regularly scheduled E911 Board meeting application vote established in the grant program calendar.

8.0 Financial and Administrative Requirements

- 8.1 Grant funds shall be provided on a cost reimbursement basis. Grant funds shall be deposited in an interest bearing account maintained by the grantee, and each grant shall be tracked using a unique accounting code designator for deposits, disbursements and expenditures assigned by the county. All grant funds in the account maintained by the grantee shall be accounted for separately from all other funds. Any interest generated shall be returned to the E911 Board.
- 8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Appendix IV Financial Reimbursement of Expenditures Reporting Form. Incomplete claims forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.
- 8.3 Upon written request and accompanying documentation justifying the need, a county may receive a payment of funding with a completed Expenditures Reporting Form, with the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor.
- 8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. To assure prompt processing, complete reimbursement claims should be e-mailed to:

E911Board-ElectronicGrantReports@dms.myflorida.com

- 8.5 Grant funds, can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension. The right to incur costs under this grant expires two years from receipt of award and funds. The grantee may not incur costs and request payment or final reimbursement of funding past the expiration date.
- 8.6 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.7 Responsibility for property and equipment obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro rata basis.
- 8.8 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained for a minimum of five years or thereafter until the effective replacement date of the system.
- 8.9 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:

Temporarily withhold grant payments pending grantee correction of the deficiency,
Disapprove all or part of the cost of the activity or action not in compliance,
Suspend or terminate the current award for the grantee's project,
Suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

- 8.10 Grant awards may be terminated in whole or in part by the Board, with the consent of the grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. Grant awards may be terminated by the grantee upon written notification to the Board, detailing the reasons for such termination, the effective date, and return of all funding.
- 8.11 Grant funds provided in excess of the amount to which the actual cost incurred to meet the terms and conditions of the grant agreement must be refunded to the E911 Board and sent to the Florida E911 Board's Post Office Box address:
Florida E911 Board
PO Box 7117
Tallahassee, FL 32314

The refund shall include transmittal information detailing the amount of returned funds that are excess grant funding and/or returned interest and shall include the number of the associated grant.

9.0 Grant Reporting Procedures

- 9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include an updated Application Form item #12 Budget/Expenditure Report and a completed Appendix III Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
- 9.1.2 Earned interest shall be reported cumulatively and included with each quarterly report.
- 9.1.3 Updated reports and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.
- 9.2 At project completion, a final report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.
- 9.3 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Appendix II, Request for Change Form. Any unauthorized change shall require the return of grant funds, plus any interest accrued.
- 9.3.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services, or demonstrates good cause for failure to execute a contract within twelve months of award. Good cause documentation shall include a new project timeline schedule.
- 9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board.
- 9.3.3 Request for Change forms and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.
- 9.4 The Appendix III Quarterly Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.5 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.6 Funding continuance will be based on timely submission of quarterly reports.

- 9.7 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

County TAYLOR

STATE OF FLORIDA E911 BOARD
E911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM

Total Amount Requested: \$34,377.00

Project Title: 2017 Taylor County Fall Maintenance Grant

1. Board of County Commissioners Chair: Pam Feagle

Mailing Address: PO Box 620

City: Perry

State: FL Zip: 32347 -

Phone: (850) 838-3500 Fax: 850-383-3501

Email Address:

2. County 911 Coordinator: Sarah Weirick

Mailing Address: PO Box 620

City: Perry

State: FL Zip: 32347 -

Phone: (850) 838-1104 Fax: 850-223-2049

Email Address: Sarah.weirick@taylorsheriff.org

3. Federal Tax ID Number: 59-6000879

County TAYLOR

COUNTY INFORMATION
USE 12 POINT FONT OR LEGIBLE HAND PRINTING

4. County Fact Information

A. County Taylor

B. Population 22,493

C. Total Number of Incoming Nonwireless Trunks 6/4 MFN

D. Total Number of Incoming Wireless Trunks 17

E. Number of PSAP's 1

F. Number of Call-taking Positions per PSAP 4

G. Total Volume of 911 Calls 12,530

H. What equipment is needed to maintain the Enhanced 911 system?

N/A

I. What equipment is requested in this grant application?

N/A

J. Financial Information:

1.) What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?

\$36,124.810

2.) What are the current annual costs for maintenance of items included in 1.)?

\$64,628.00

3.) Total amount of E911 fee revenue received in the preceding year?

\$57,378.15

4.) Total amount of county carry forward funding retained in the preceding year?

\$13,957.23

5.) Current total amount of county carry forward funding?

\$371,806.18

6.) Two year maximum calculated amount for applied carry forward funding

Calculation (current year carry forward

funding amount based on General

Condition 5.13 multiplied by two)

\$34.426.90

7.) Minimum calculated amount for Applied Carry Forward Funding

Calculation (amount in J.5. subtracted by

amount in J.6.)

Insert in Item 12. Budget Expenditure Report

\$304,278.30

5. Describe your county's existing E911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

Taylor County currently has a 3 position PSAP utilizing Frequentis. Taylor County is Phase II compliant, using a map building and display package for the map data. Taylor County is a type 5 with an online database. Project completion date was June 2013

6. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

Taylor County is requesting funds for 911 equipment maintenance. The goal of this request is to keep the 911 equipment in peak operational status with qualified technicians performing standard maintenance and testing, as well as ensuring all software updates are applied in a timely manner.

- **911 Datamaster Second Tier Support (01/01/19-12/31/18)**
Comprehensive 24/7 technical maintenance support program. Includes support, patches and upgrades to all software components as well as hardware repairs.
- **AK Elite Premier Maintenance• Includes (labor only) (05/01/18-04/30/19) maintenance service for 9-1-1 systems. • Response time for minor and major outages is within (2) hours. All other non-critical maintenance issues will have a next business day response. • Remote diagnostics, will be done immediately upon receipt of service problem. • It also provides daily remote diagnostics during normal business days. If corrective action is needed it will be performed remotely or by an on-site visit. • Provides a weekly on-site preventive maintenance program during regular business hours (number of days is depending on selection of options 1 – 5 days). • Engineering- Design of PSAP, Call Routing Database, Direct trunking for VoIP, Landline and Wireless trunking. Design of i3 NENA technology for text messaging. • Project Management / Consulting Services included for all new projects associated with PSAP management, design and implementation. • Technical Support for system implementation for all new technologies including i3 VoIP, CAD integration, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of equipment and upgrades of the existing 9-1-1 system.**

The services provided by the vendor will be monitored by County 911 Coordinator to ensure that all deliverables are provided.

7. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year.

The current system is in a midlife stage and we would like to take a proactive approach to its upkeep, prolonging the life of the machine as well as ensuring it continues to run optimally. The monies requested will ensure that the equipment is maintained by properly trained technicians who have been working with the equipment, our equipment, for over a decade.

8. Describe why your county will not be able to complete this project without this grant funding.

Taylor County is a rural county with a population under 23,000. Taylor County's rural nature and small population base make it difficult to generate enough funding to cover costs associated with maintaining a wireless phase II system. Taylor County is one of the state's REDI (Rural Economic Development Initiative) counties and also one designated "critical economic concern." Without the funding this grant would provide, wireless phase II operation at our center, would be difficult to continue.

9. Briefly describe how this grant project would be in concurrence with the State E911 Plan.

Taylor County currently has enhanced 911 with wireless phase I and II services as defined by the State 911 plan. In section 4.4 of the state E911 plan coordinators are required to develop and maintain a plan to limit the impact of system failures and expedite restoration of E911 service. Our comprehensive equipment maintenance agreement currently in place addresses this requirement. It is our goal to continue reliable, uninterrupted 911 service to all of the residents, businesses and visitors of Taylor County.

10. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

Taylor County is requesting these funds in advance for projects or coverage that is needed for 2017-2018. Payment will be made immediately upon receipt of invoices received from the vendor; project will be considered complete when all monies have been expended and vendor has reported action on all items in the quote.

11. Sole source justification (if applicable).

This will be a sole source procurement to avoid voiding maintenance and warranty agreements.

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.: 911 system, logging recorder, centerline mapping, etc. and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions (if any) in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vendor quote.**

For Grant Period Ending:	<input type="checkbox"/>	March 31	<input type="checkbox"/>	June 30	<input type="checkbox"/>	September 30	<input type="checkbox"/>	December 31	Year:		FINAL	<input type="checkbox"/>
--------------------------	--------------------------	----------	--------------------------	---------	--------------------------	--------------	--------------------------	-------------	-------	--	-------	--------------------------

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	
Total Interest for Grant Period	
Final Completion Date	

Sarah Weink
Signature, County 911 Coordinator

County

Taylor

13. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS

DATE

Pam Feagle

Printed Name

WITNESS

DATE

Appendix I

NO requests for funding will be acknowledged for any items not specified in subsection 365.172 (10), Florida Statutes (shown below).

AUTHORIZED EXPENDITURES OF E911 FEE.—

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification and recertification and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administering the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunications as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Appendix II

Request for Change

Name of County: _____

BUDGET LINE ITEM	CHANGE FROM	CHANGE TO
TOTAL	\$	\$

Justification For Change:

Signature of Authorized Official

Date

For E911 Board use only.

Approved: Yes ☐ No ☐

E911 Board's Authorized Representative

Date

Appendix III

Quarterly Report

County: TAYLOR COUNTY

Grant Number: _____

Report Date: _____

Project Status Update:

Problems/Delays:

Signature of Authorized Official

Date

Appendix IV Financial Reimbursement of Expenditures Reporting Form

Prepare an itemized request for reimbursement expenditures in each budget categories for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, required for expenditure justifications. If there is insufficient space, please include details in an attachment.

County:		Grant Number:		Request Number:		Request Date:	
---------	--	---------------	--	-----------------	--	---------------	--

Budget Categories						
Deliverable Items	Unit Price (\$)	Quantity	Total Amount (\$)		Previous Request Amount (\$)	Current Request Amount (\$)
A. Systems (Hardware, Software, Equipment & Labor)						
B. Services (Training, Maintenance and Warranty Items)						
Grant Request Total						

Request payment of funding (if applicable) <input type="checkbox"/>

Signature, County 911 Coordinator

Addendum I

Funding Priorities for the E911 Rural County Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program will be made on a priority basis. There will be five priorities as identified below:

PRIORITY 1: Rural counties with E911 Phase II Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

PRIORITY 2: Rural counties with E911 Phase II systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through c:

- a: E911 System Maintenance (pertaining exclusively to items listed in Priorities 3a-h only)
- b: Hosted E911 System Service for subsequent years, after the first year.
- c: E911 Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

PRIORITY 3: Rural counties with E911 Phase II Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining E911 Phase II status. This may include the following, listed in order of funding priority a through h:

- a: Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
- b: Lightning Protection Equipment
- c: Uninterruptible Power Supply Equipment
- d: E911 Voice Recording Equipment
- e: County E911 Standalone ALI Database Equipment
- f: E911 Map Display Equipment
- g: New additional 911 Call Taker Position Equipment
- h: Net clock

PRIORITY 4: Rural counties with E911 Phase II Systems requesting consolidation of E911 PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

PRIORITY 5: Rural counties with E911 Phase II Systems that require mapping services necessary for maintaining E911 Phase II Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a: E911 Mapping System Equipment - E911 map generation hardware and software licensing is limited to components for two stations
- b: GIS Centerline, point generation and map accuracy services

Regional E911 system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program for any E911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under sections 365.172 and 365.173, Florida Statutes.

COUNTY E911 FISCAL INFORMATION

Item No.	E911 Fee Revenues		
1	County	<div style="border: 1px solid black; padding: 2px;">Taylor</div>	Fiscal Year <div style="border: 1px solid black; padding: 2px;">2015-2016</div>
2	Wireless E911 Fee Revenue	<div style="border: 1px solid black; padding: 2px;">\$ 28,831.67</div>	
3	Non-wireless E911 Fee Revenue	<div style="border: 1px solid black; padding: 2px;">\$ 25,934.17</div>	(LEC, wireline, & VoIP)
4	Prepaid E911 Fee Revenue	<div style="border: 1px solid black; padding: 2px;">\$ 2,612.31</div>	
5	E911 State Grant Revenue	<div style="border: 1px solid black; padding: 2px;">\$ -</div>	(Grant required unique accounting code)
6	Rural County Grant Revenue	<div style="border: 1px solid black; padding: 2px;">\$ 34,376.00</div>	(Grant required unique accounting code)
7	Emergency Grant Revenue	<div style="border: 1px solid black; padding: 2px;">\$ -</div>	(Grant required unique accounting code)
8	Rural County Supplemental Disbursement	<div style="border: 1px solid black; padding: 2px;">\$ 55,168.33</div>	
9	E911 Board Special Disbursement	<div style="border: 1px solid black; padding: 2px;">\$ -</div>	
10	Total E911 Fee Revenue	<div style="border: 1px solid black; padding: 2px;">\$ 57,378.15</div>	Carry Forward Fee Revenue calculation (Item #2 + Item #3 + Item #4)

Item No.	E911 Allowable Expenditures		
11	E911 Fee Revenue and Supplemental and Special Disbursement Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ 98,589.25</div>	
12	County Funded E911 Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ -</div>	
13	Subtotal Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ 98,589.25</div>	Calculation (Item #11 + Item #12)
14	E911 State Grant Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ -</div>	
15	Rural County Grant Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ 34,376.00</div>	
16	Emergency Grant Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ -</div>	
17	Subtotal Grant Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ 34,376.00</div>	Calculation Item #14 + Item #15 + Item #16
18	Total E911 Expenditures	<div style="border: 1px solid black; padding: 2px;">\$ 132,965.25</div>	Calculation Item #13 + Item #17

Item No.	E911 Carry Forward & Excess Cost Recovery Calculation		
19	Allowable County Carry Forward Amount	<div style="border: 1px solid black; padding: 2px;">\$ 72,381.78</div>	Maximum allowable calculation (30% of fee revenue Item #10) + (full amount of Item #8 + Item #9 disbursements). Grants are under unique accounting codes and are not included in calculations.
20	Actual County Carry Forward Amount	<div style="border: 1px solid black; padding: 2px;">\$ 13,957.23</div>	Limited by paragraph 365.173(2)(d), Florida Statutes. Assure amount is equal to or less than Item #19
22	Excess Cost Recovery	<div style="border: 1px solid black; padding: 2px;">\$ -</div>	Calculation (Item #10 + Item #8 + Item #9 - Item #13 - Item #20) Positive amount equals excess cost recovery amount to be returned to the E911 Board.

Item No.	Contact Information		
24	Name of person preparing response:	<div style="border: 1px solid black; padding: 2px;">Sarah Weirick</div>	
25	Title/Position of person preparing response:	<div style="border: 1px solid black; padding: 2px;">911 coordinator</div>	
26	Telephone number:	<div style="border: 1px solid black; padding: 2px;">850-838-1104 or 850-672-1976</div>	
27	E-Mail address of person preparing response:	<div style="border: 1px solid black; padding: 2px;">sarah.weirick@taylorsheriff.org</div>	
28	Date:	<div style="border: 1px solid black; padding: 2px;">1/9/2017</div>	

In accordance with paragraph 365.173(2)(d) and 365.172(6)(a)3., Florida Statutes



Quote Number: AK080717-721

Site (name/#): Taylor County, FL

Contact: Sarah Wierick

Email: sarah.wierick@taylorsheriff.org

Reference:

Date Issued: August 7, 2017

Scope of Work: AK Elite Premier Maintenance(5/01/18-4/30/19)

Description	Total
AK Elite Premier Maintenance	\$28,707.00
<p>AK Elite Premier Maintenance• Includes (labor only) maintenance service for 9-1-1 systems. • Response time for minor and major outages is within (2) hours. All other non-critical maintenance issues will have a next business day response. • Remote diagnostics, will be done immediately upon receipt of service problem. • It also provides daily remote diagnostics during normal business days. If corrective action is needed it will be performed remotely or by an on-site visit. • Provides a weekly on-site preventive maintenance program during regular business hours (number of days is depending on selection of options 1 – 5 days). • Engineering- Design of PSAP, Call Routing Database, Direct trunking for VoIP, Landline and Wireless trunking. Design of i3 NENA technology for text messaging. • Project Management / Consulting Services included for all new projects associated with PSAP management, design and implementation. • Technical Support for system implementation for all new technologies including i3 VoIP, CAD integration, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of equipment and upgrades of the existing 9-1-1 system.</p> <p><i>AK Associates provides the first line of 24/7 support to the customer through the established call out procedure. Should technical support be needed from the equipment vendor, the AK technician will act as the point of contact and agent of the customer, and will establish vendor contact and work with the vendor's representative to resolution.</i></p>	
Total	\$28,707.00

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version. Quote is valid for 120 days.



Quote Number: AK0080717-722

Site (name/#): Taylor County, FL

Contact: Sarah Weirick

Email: sarah.weirick@taylorsheriff.org

Reference:

Date Issued: August 7, 2017

Scope of Work: 911 Datamaster Second Tier Support (01/01/18-12/31/18)

Qty.	Part No.	Description	Unit Price	U/M	Total
		911 Datamaster Second Tier Support			\$5,670.00
		• Comprehensive 24/ 7 telephone support			
		• Software patches and bug fixes.			
		• Software upgrades on purchased products			
<p><i>AK Associates provides the first line of 24/7 support to the customer through the established call out procedure. Should technical support be needed from the equipment vendor, the AK technician will act as the point of contact and agent of the customer, and will establish vendor contact and work with the vendor's representative to resolution.</i></p>					
Total					\$5,670.00

Disclaimers: This quote is provided for the contact listed above and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version. Quote is valid for 120 days.

Sheriff



14
WAYNE PADGETT – TAYLOR COUNTY

108 N. Jefferson St, Suite 103 • Perry, Florida 32347

850-584-4225 • 1-800-800-4740

Dispatch 1-800-669-7123

September 25, 2017

Board of County Commissioners
Perry FL 32348

Dear Chairperson:

I am requesting to use insurance monies that we obtained from Florida Sheriff's Risk Management Fund for a damaged vehicle driven by Brian Warren. The repairs have been made by Timberland Ford.

Our Event #EV2017063017

Check Amount - \$1,352.76

Your consideration in this matter is greatly appreciated. If you have any questions please feel free to contact me at 850-584-4225.

Sincerely,

A handwritten signature in black ink that reads "Wayne Padgett".

Wayne Padgett, Sheriff
Taylor County

RECEIVED

SEP 25 2017

**ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA**

Memorandum

Date: May 23, 2017
To: Renee Fierro, Taylor County SO
From: Brandy Schaffer *BS*
Re: Taylor County SO-Unit # 2893 - Dep. Brian Warren

The information contained in this communication is confidential and intended solely for the use of the addressee and may be subject to an attorney/client privilege and/or exempt from disclosure under the public records laws. Any unauthorized use, disclosure or copying is prohibited and may be unlawful. If you have received this communication in error, please contact the undersigned immediately.

Our Event #: EV2017063017

Check Amount: \$1,352.76

Please see the attached check.

FL Sheriffs Risk Mgmt Fund

P O Box 12809

Tallahassee, FL 32317-2909

BB&T

Tallahassee, FL 32317-2090

0000073964

63-9138/2631

DATE
05/23/2017

PAY One Thousand Three Hundred Fifty Two Dollars and 76 Cents

AMOUNT

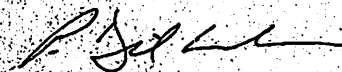
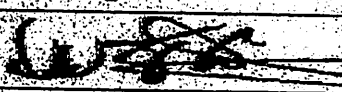
\$1,352.76

VOID AFTER 90 DAY:

TO THE Taylor County Sheriff's Office

ORDER OF

108 N. Jefferson Street
Perry, FL 32347-3244

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈0000073964⑈ ⑆263191387⑆0000244455123⑈



2441 SOUTH BYRON BUTLER PKWY.
PERRY, FL 32348
850 - 584-6178
800 - 763-4589

CELL: 672-0943

CUSTOMER NO. 320		ADVISOR SANTOS	TAG NO. 252	INVOICE DATE 07/08/17	INVOICE NO. FOCS94220
TAYLOR COUNTY SHERIFF 108 N JEFFERSON ST SUITE 103 PERRY, FL 32347 BLEE@TCSOFL.ORG		LABOR RATE	LICENSE NO.	MILEAGE 6,914	COLOR OXFORD WHT/
		YEAR / MAKE / MODEL 16/FORD/TAURUS/TAURUS			STOCK NO. 141929
		VEHICLE I.D. NO. 1 F A H P 2 M T 9 G G 1 4 1 9 2 9			DELIVERY DATE 09/21/16
		F.T.E. NO. X			DELIVERY MILES 12
RESIDENCE PHONE 850-584-4225		BUSINESS PHONE 843-1679 x101		SELLING DEALER NO. 1	PRODUCTION DATE
		COMMENTS		R.O. DATE 05/16/17	
					MO: 6916

JOB# 1 CHARGES-----

LABOR-----
J# 1 02F02 QUALITY CARE SERVICE HOURS: TECH(S):114 428.35

CHECK OUT FOR DAMAGE
DAMAGE
REMOVED AND REPLACED FRONT FASIA A/C CONDENSOR TRANS COOLER
AND ALL RELATED COMPONETS SUBLET FASIA TO ROSLUNDS FRO PAINT

PARTS-----	QTY----	FP-NUMBER-----	DESCRIPTION-----	UNIT	PRICE-
	1	EG1Z-17D957-DPTM	BUMPER		694.73
	1	EG1Z-17K945-CA	GRILLE		58.37
	4	-W705436-S300	RIVET -		4.83
	4	-W505415-S900	BOLT AN		1.39
	1	DG1Z-8327-A	DEFLECT		114.67
	4	-W706092-S300	RIVET -		1.39
	1	DG1Z-8200-AA	GRILLE		167.05
	1	BA5Z-19712-A	CONDENS		221.29
	2	9W7Z-19B596-A	KIT		21.20
	1	DG1Z-7A095-D	OIL COO		183.10
	10	XT-10-QLVC	OIL - A		5.73
	4	ORMP5006	HOSE CL		1.68
	1	BG1Z-16103-A	GUARD -		51.44
	-1	EG1Z-17D957-DPTM	CORE RETURN		75.00
				TOTAL - PARTS	1552.51

SUBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----
38522 490436F4 07/07/17 PAINT FRONT FASIA
TOTAL - SUBLET 571.90

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----
D1 PARTS DISCOUNT
TOTAL - MISC -200.00

JOB# 1 TOTALS-----
LABOR 428.35
PARTS 1552.51
SUBLET 571.90
MISC -200.00

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 2352.76

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.



2441 SOUTH BYRON BUTLER PKWY.
PERRY, FL 32348
850 - 584-6178
800 - 763-4589

CELL: 672-0943

CUSTOMER NO. 320	ADVISOR SANTOS	TAG NO. 252	INVOICE DATE 07/08/17	INVOICE NO. FOCS94220
TAYLOR COUNTY SHERIFF 108 N JEFFERSON ST SUITE 103 PERRY, FL 32347 BLEE@TCSOFL.ORG	LABOR RATE	LICENSE NO.	MILEAGE 6,914	COLOR OXFORD WHT/
	YEAR / MAKE / MODEL 16/FORD/TAURUS/TAURUS			STOCK NO. 141929
	VEHICLE I.D. NO. 1 F A H P 2 M T 9 G G 1 4 1 9 2 9			DELIVERY DATE 09/21/16
	F.T.E. NO. X			DELIVERY MILES 12
RESIDENCE PHONE 850-584-4225	BUSINESS PHONE 843-1679 x101	P.O. NO.	SELLING DEALER NO. 1	PRODUCTION DATE
COMMENTS			R.O. DATE 05/16/17	
				MO: 6916

TOTALS-----

*****	TOTAL LABOR....	428.35
* [] CASH [] CHECK CK NO. [] *	TOTAL PARTS....	1552.51
* [] VISA [] MASTERCARD [] DISCOVER *	TOTAL SUBLET...	571.90
* [] AMER XPRESS [] OTHER [] CHARGE *	TOTAL G.O.G....	0.00
*****	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	-200.00
	TOTAL TAX.....	0.00
	TOTAL INVOICE \$	2352.76

DISCLAIMER OF WARRANTIES
Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

THANK YOU FOR VISITING TIMBERLAND FORD !!

LT, Robert Ritt 254
CUSTOMER SIGNATURE

Brian Warren car

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Tourism Development Council
Dawn Taylor
PO Box 892
Perry, FL 32348

MEETING DATE REQUESTED:

October 2, 2017

Statement of Issue: TDC

Recommended Action: Informational – BBQ Event Funding

Fiscal Impact:

Budgeted Expense: \$12,000.00 Transfer from Reserves to Operating Budget

Submitted By: Dawn V. Taylor

Contact: Dawn V. Taylor

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: None

Options: N/A

Attachments: The TDC changed the date of the BBQ Festival due to recommendations from the Florida BBQ Association (our sanctioning agency), therefore the funding will be double for this year since both dates fell in the same fiscal year. This is a ONE TIME ONLY occurrence.

**Taylor County
Board of County Commissioners
Request For Budget Transfer**

DEPARTMENT NAME: Tourism Development

SIGNATURE OF DEPARTMENT HEAD: *John Taylor*

	AMOUNT		ACCOUNT NO.	ACCOUNTS NAME
\$	12,000.00	FROM	59922 Sinking Fund	1310 Account Reserve
		TO	53401-Contractual Services	1302-Tourist Development
REASON: BBQ Event Date Change (Same Fiscal Year) ONE TIME ONLY (BBQ Competition)				

Changed the date of the BBQ Competition Event (usually held in December) now in September so it fell (this one time only) in the same fiscal year.

	AMOUNT		ACCOUNT NO.	ACCOUNTS NAME
\$		FROM		
		TO		
REASON:				

	AMOUNT		ACCOUNT NO.	ACCOUNTS NAME
\$		FROM		
		TO		
REASON:				

THIS REQUEST (APPROVED) (DENIED) BY TAYLOR COUNTY COMMISSIONERS THIS

_____ DAY OF _____.

_____, CHAIRMAN



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

RLI Insurance Company

Bond No. LSM0863101

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Leslie Anderson in the City of Perry, State of Florida, as Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Seven Million Five Hundred Thousand and 00/100 Dollars (\$ 7,500,000.00) for any single obligation, and specifically for the following described bond.

Principal: Frank Russell
Obligee: Taylor County Board of County Commissioners
Type Bond: District 3 County Commissioner
Bond Amount: \$ 2,000.00
Effective Date: September 7, 2017

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 7th day of September, 2017.

ATTEST:

Cherie L. Montgomery
Cherie L. Montgomery Assistant Secretary



RLI Insurance Company

Barton W. Davis
Barton W. Davis Vice President

On this 7th day of September, 2017 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



Official Bond And Oath

Bond No. LSM0863101

KNOW ALL MEN BY THESE PRESENTS:

That we, Frank Russell, as Principal,
and RLI Insurance Company, a corporation duly licensed to do business in the State of Florida,
as Surety, are held and firmly bound unto the Taylor County Board of County Commissioners
in the penal sum of Two Thousand and 00/100 DOLLARS
(\$ 2,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our
legal representatives firmly by these presents.

DATED this 7th day of September, 2017.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly ☒ elected ☐ appointed to the office of District 3 County Commissioner in the State of Florida for the term commencing on the 7th day of September, 2017.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no effect.

This bond is executed by the Surety upon the following express conditions:

FIRST, the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal or any interest on said public moneys or funds, any law, decision, ordinances, or statute to the contrary notwithstanding.

SECOND, that the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collections or which he may be chargeable by reason of his election or appointment as aforesaid.

THIRD, that the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to the Obligee and this bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancellation.



Frank Russell

Frank Russell
Principal

RLI Insurance Company

Leslie Anderson

Attorney In Fact

APPROVAL:

I have inspected the above Bond and do hereby certify
that the same is sufficient.

Approving Officer

Title

OATH OF OFFICE

THE STATE OF Florida }
County of Taylor } SS

Frank Russell, being duly sworn, says that he will support the Constitution of the United States and the Constitution of the State of Florida, and that he will faithfully discharge the duties of his said office as District 3 County Commissioner.

Subscribed and sworn to before me this 7th day of September 2017

My Commission Expires

7-14-19

Emilee S Brannen
Notary Public



ACKNOWLEDGEMENT OF SURETY

STATE OF Florida }
COUNTY OF Taylor } SS

On this 7th day of September, 2017, before me, a Notary Public in and for said County, personally appeared Leslie Anderson, personally known to me, who being by me duly sworn, did say that he/she is the aforesaid Attorney In Fact of the RLI Insurance Company of Peoria, Illinois, a corporation duly organized and existing under the laws of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be a voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal the day and year last above written.

Emilee S Brannen
Notary Public Emilee Brannen

My Commission Expires

07/14/2019





RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

Issue Premium Summary

Bond No.: LSM0863101

Issue Effective Date: September 7, 2017

Issue Transaction Date: September 7, 2017

Zip Code: 32348

Swann Insurance Agency, Inc
105 1/2 N Jefferson St
Perry, FL 32347

Producer Code: 34236 - FLS01

WHAT ARE MY BOND DETAILS?

Principal's Name: Frank Russell
Principal's Address:
2450 Ponce De Leon Road
Perry, FL 32348
Bond Amount: \$ 2,000.00
Description: District 3 County Commissioner
Term: September 7, 2017 - September 7, 2018
Obligee: Taylor County Board of County Commissioners

AGENT INFORMATION ONLY

WHAT DO I OWE?

Description	Gross Premium	Commission Percent	Commission	Net Premium
Bond Premium	\$ 100.00	30.00%	\$ 30.00	\$ 70.00
Total:				\$ 70.00



PAY ONLINE

It's easy to pay online at
www.rlisurety.com/paynow
(Bond No. & Zip Code required)



PAY BY PHONE

Call 1-800-645-2402 to make
a credit card or ACH payment



PAY BY MAIL

P.O. Box 844122
Kansas City, MO 64184-4122



PAY BY STATEMENT

Refer to statement

Original to Co. Finance
9/21/17
Invoice

Sheriff



WAYNE PADGETT – TAYLOR COUNTY

108 N. Jefferson St, Suite 103 • Perry, Florida 32347

850-584-4225 • 1-800-800-4740

Dispatch 1-800-669-7123

September 19, 2017

Board of County Commissioners
Perry FL

Dear Chairperson:

Attached to this document is proof of coverage and payment for the Bond insurance required for the Sheriff and the sworn officers.

The Sheriff's Bond is for \$10,000 and the cost of the bond was \$270.00

The Sworn Officers is for \$33,000 and the cost of the bond was \$100.00

Respectfully,

A handwritten signature in cursive script that reads "Sandy Hunter".

Sandy Hunter
Finance Director



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

Official Bond And Oath

Bond No. LSM0863108

KNOW ALL MEN BY THESE PRESENTS:

That we, Wayne Padgett, as Principal,
and RLI Insurance Company, a corporation duly licensed to do business in the State of Florida,
as Surety, are held and firmly bound unto the Taylor County Board of County Commissioners
in the penal sum of Ten Thousand and 00/100 DOLLARS
(\$ 10,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our
legal representatives firmly by these presents.

DATED this 15th day of September, 2017.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly ☒ elected ☐ appointed
to the office of Wayne Padgett Sheriff of Taylor County Florida in the State
of Florida for the term commencing on the 15th day of September, 2017.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and
of no effect.

This bond is executed by the Surety upon the following express conditions:

FIRST, the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the
failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may
be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may
be selected or designated by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal or
any interest on said public moneys or funds, any law, decision, ordinances, or statute to the contrary notwithstanding.

SECOND, that the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes,
licenses, levies, assessments, etc., with the collections or which he may be chargeable by reason of his election or appointment as
aforesaid.

THIRD, that the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to the Obligee and this
bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the
terms, conditions and provisions of this bond for any act or acts covered by this bond which may have been committed by the
Principal up to the date of such cancellation.



Wayne Padgett

Wayne Padgett
Principal

RLI Insurance Company

Leslie Anderson
Leslie Anderson Attorney In Fact

APPROVAL:

I have inspected the above Bond and do hereby certify
that the same is sufficient.

Approving Officer

Title

OATH OF OFFICE

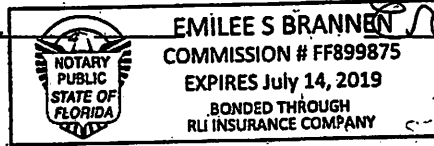
THE STATE OF Florida }
County of Taylor } SS

Wayne Padgett, being duly sworn, says that he will support the Constitution of the United States and the Constitution of the State of Florida, and that he will faithfully discharge the duties of his said office as Wayne Padgett Sheriff of Taylor County Florida.

Subscribed and sworn to before me this 15th day of Sept, 2017.

My Commission Expires

7-14-19



Emilee S Brannen
Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF Florida }
COUNTY OF Taylor } SS

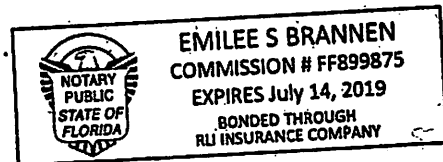
On this 15th day of September, 2017, before me, a Notary Public in and for said County, personally appeared Leslie Anderson, personally known to me, who being by me duly sworn, did say that he/she is the aforesaid Attorney In Fact of the RLI Insurance Company of Peoria, Illinois, a corporation duly organized and existing under the laws of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be a voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal the day and year last above written.

Emilee S Brannen
Notary Public Emilee Brannen

My Commission Expires

07/14/2019





RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

RLI Insurance Company

Bond No. LSM0863108

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Leslie Anderson in the City of Perry, State of Florida, as Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Seven Million Five Hundred Thousand and 00/100 Dollars (\$ 7,500,000.00) for any single obligation, and specifically for the following described bond.

Principal: Wayne Padgett
Obligee: Taylor County Board of County Commissioners
Type Bond: Wayne Padgett Sheriff of Taylor County Florida
Bond Amount: \$ 10,000.00
Effective Date: September 15, 2017

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 15th day of September, 2017.

ATTEST:

Cherie L. Montgomery
Cherie L. Montgomery Assistant Secretary

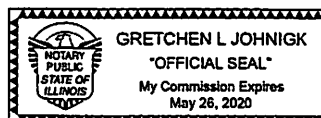


RLI Insurance Company

B. A. W. Davis
Barton W. Davis Vice President

On this 15th day of September, 2017 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public



Swann Insurance Agency

Check Number: 3288

Check Date: Sep 15, 2017

Check Amount: \$270.00

Description / Invoice

Amount Paid

Bond for Sheriff Wayne Padgett

270.00

LMP88 M/P CHECK

Rev 1/17



103041

10304 (2/17) J149559



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

Issue Premium Summary

Bond No.: LSM0863108

Issue Effective Date: September 15, 2017

Issue Transaction Date: September 15, 2017

Zip Code: 32347

Swann Insurance Agency, Inc
105 1/2 N Jefferson St
Perry, FL 32347

Producer Code: 34236 - FLS01

WHAT ARE MY BOND DETAILS?

Principal's Name: Wayne Padgett
Principal's Address:
108 North Jefferson St Suite #103
Perry, FL 32347
Bond Amount: \$ 10,000.00
Description: Wayne Padgett Sheriff of Taylor County Florida
Term: September 15, 2017 - September 15, 2020
Obligee: Taylor County Board of County Commissioners

AGENT INFORMATION ONLY

WHAT DO I OWE?

Description	Gross Premium	Commission Percent	Commission	Net Premium
Bond Premium	\$ 270.00	30.00%	\$ 81.00	\$ 189.00
Total:				\$ 189.00



PAY ONLINE

It's easy to pay online at
www.rlisurety.com/paynow
(Bond No. & Zip Code required)



PAY BY PHONE

Call 1-800-645-2402 to make
a credit card or ACH payment



PAY BY MAIL

P.O. Box 844122
Kansas City, MO 64184-4122



PAY BY STATEMENT

Refer to statement



Billing Questions (888) 866-2666
Email info@cnasurety.com

Notice of Premium Due 10/01/2017

Premium \$100.00

TAYLOR COUNTY SHERIFF'S OFFICE
108 N. JEFFERSON ST., #103
PERRY, FL 32347

Amount Due \$100.00

Bond Detail

Bond #	18258260	Bond Penalty	\$33,000.00
Company	Western Surety Company		
Effective Date	10/01/2017		
Anniversary Date	09/30/2018		
Description	FL P E Position Schedule (33)		

Agent Information

Florida Sheriffs Insurance
Agency, L L C
P. O. Box 12909
Tallahassee, FL 32317
Phone : (850)320-6900

Messages

Payment Instructions



- Pay Online at ONLINEPAY.CNASURETY.COM
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
Make check payable to CNA Surety
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

523 4521



CNA Surety

Check Number: 3286
Check Date: Sep 15, 2017

Check Amount: \$100.00

Description / Invoice

Amount Paid

Bond # 18258260 Period 10/01/2017 -
09/30/2017

100.00

LMP88 M/P CHECK

Rev 1/17



103041

10304 (2/17) J149559



(17)

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
Department of Emergency Management

Steve Spradley, EM Director
591 East US Hwy 27
Perry, Florida 32347
(850) 838-3575 Phone
(850) 838-3523 Fax

August 2, 2017

Mr. Brian Durden
Department of Environmental Protection
7825 Baymeadows Way, Suite b200
Jacksonville, FL 32256

Dear Mr. Durden,

Taylor County has identified three new sites for our debris staging areas and submit those now for review and approval, per DEP Guidance for Establishment, Operation and Closure of Staging Areas guidelines.

Site #1	Site #2	Site #3
Steinhatchee	Beaches	Econfina
83 24 26.382W	83 32 38.372W	83 47 59.258W
29 42 11.579N	29 48 47.493N	30 8 27.042N

Taylor County recently executed a license contract with the owner of the land Four Rivers Land and Timber Company, LLC;

Four Rivers Land and Timber Company, LLC
1700 Foley Lane
Perry, FL 32347

Our Debris Coordinator is our Environmental Services Director;

Gary Wambolt
3750 Hwy. 98W
Perry, FL 32347
850-838-3533

Our Managing Site Contractor;

Crowder Gulf
5435 Business Parkway
Theodore, AL 36582
jramsey@crowdergulf.com

Mr. Brian Durden
August 2, 2017
Page 2

We anticipate the types of operations to occur at the site to be temporary storage of specific types of waste, mulching and/or burning of vegetative waste. The site will not be open to the public.

We anticipate that these sites will only be utilized during a significant disaster and if needed they will be in operation seven days a week during daylight hours until debris removal from public right of way is complete.

Also, please be advised that these are new sites that have not been reviewed or approved in the past. These are recently cleared forestry areas prepared for replanting. They are not near any known bodies of water. I have attached maps of each area to assist with your locating the site.

Thank you in advance for your review.

Sincerely,

Steve Spradley

Steve Spradley

Enclosures: Four Rivers Land Maps (3)

Cc: Gary Wambolt, Director
Environmental Services Director

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

THE BOARD TO CONSIDER EXECUTION OF LEASE AGREEMENT WITH FOUR RIVERS LAND AND TIMBER COMPANY LLC, FOR TEMPORARY DISPOSAL STAGING AND REDUCTION SITES AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.

Meeting Date:

March 7, 2016

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF LEASE AGREEMENT WITH FOUR RIVERS LAND AND TIMBER COMPANY LLC, FOR TEMPORARY DISPOSAL STAGING AND REDUCTION SITES.

Recommendation: APPROVE

Fiscal Impact: \$ N/A

Budgeted Expense: Yes ☐ No ☒ N/A ☐

Submitted By: STEVE SPRADLEY, EM DIRECTOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Due to the potential of having large quantities of vegetative debris after a natural disaster, it is prudent for the county to have temporary disposal staging and reduction sites available throughout the county. As the largest private landowner Four Rivers Land and Timber Company has agreed to enter into a license agreement with the county for three sites for this use. The cost to lease these parcels is \$10 per acre per month for actual use. This is a potential reimbursable expense by FEMA.

Options:

1. APPROVE
2. NOT APPROVE

Attachments:

1. LEASE AGREEMENT TO INCLUDE "EXHIBIT A" IDENTIFYING THREE SITES

**STORM AND EMERGENCY DEBRIS
MANAGEMENT FACILITY LICENSE AGREEMENT**

THIS STORM AND EMERGENCY DEBRIS MANAGEMENT FACILITY AGREEMENT ("Agreement") is made and entered into this TH day of March, 2016 ("Effective Date"), by and between FOUR RIVERS LAND & TIMBER COMPANY LLC, a Delaware limited liability company, whose address is 1700 Foley Lane, Perry, Florida 32347 ("Four Rivers"), and TAYLOR COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 620, Perry, Florida 32347 ("County").

WITNESSETH:

WHEREAS, there is a possibility that the County may experience severe storms and the resulting damage and destruction brought about by such storms;

WHEREAS, the public health and safety of all citizens may be at risk without adequate debris removal services and storage management facilities;

WHEREAS, immediate recovery of the County is a major concern and a primary priority in the event of any storm or disaster and it is in the public interest to provide for expedient removal and storage of storm debris within the County's jurisdictional limits;

WHEREAS, the availability of real property locations to serve as storm debris facilities may be severely limited if the County awaits the occurrence of an actual emergency to retain the use of such property;

WHEREAS, Four Rivers is the fee simple owner of appropriate property locations in the Tennille, Beaches, and Econfina areas;

WHEREAS, the County desires and Four Rivers has agreed to provide the use of such properties in accordance with the terms and conditions as set forth in this Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Four Rivers and the County hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and by reference are incorporated into this Agreement.

2. **License Areas**. The County shall have the right to use up to three (3) areas, each containing up to 50 acres, in accordance with the terms of this Agreement (collectively, the "License Areas"). The exact location of the License Areas shall be determined after a full scale activation of the County's Emergency Operations Center ("EOC"), and notification by the County to Four Rivers of the need for use of the License Areas; however, the License Areas shall be located within the real property more particularly described in **Exhibit "A"**, attached hereto

(the "Property"). The exact locations of the License Areas shall be determined by Four Rivers within one (1) week after receiving said notification from the County.

3. **Term; Restoration.** The term ("Term") of this Agreement will commence on the date hereof ("Commencement Date") and will expire three (3) years thereafter ("Termination Date"). As to License Areas utilized by the County, unless directed otherwise by Four Rivers, in Four Rivers' sole discretion, the County agrees to remove all debris prior to the Termination Date (unless Four Rivers and the County mutually agree to an extension of the term of this Agreement as to a License Area utilized by the County), and restore the License Areas to a safe, clean and stable condition. The County agrees to peaceably surrender the License Areas to Four Rivers on or prior to the Termination Date (unless Four Rivers and the County mutually agree to an extension of the term of this Agreement as to a License Area utilized by the County). Prior to the Termination Date or earlier completion of use of a License Area, to ensure that all non-vegetative debris and as much vegetative debris as possible is removed from the License Area, the County shall, at a minimum, root rake and harrow the License Area.

4. **Payment.** The County shall pay to Four Rivers \$10.00 per acre per month for any actual use of the License Areas during the term of this Agreement. The County shall also reimburse Four Rivers for the value of all timber lost or destroyed as a result of the County's use of the License Areas.

5. **Grant.** Four Rivers hereby grants to the County an irrevocable license for ingress and egress of persons, motor vehicles and other mechanisms for transporting storm-generated vegetative debris ("Debris"), and to occupy and use the License Areas for storage and removal of Debris following severe weather events (the "Approved Use"). The County shall have an immediate right to use the License Areas for the Approved Use upon a full scale activation of the EOC, subject to Four Rivers determining the exact locations of the License Areas in accordance with Paragraph 2. The County shall immediately notify Four Rivers at the notice telephone and fax numbers provided below upon activation of the EOC.

6. **Use Restrictions.** The County shall use the License Areas only for the Approved Use. The County understands and agrees that the use of the License Areas is subordinate to Four Rivers' rights and interests in and to the License Areas and agrees to notify its employees, agents and contractors accordingly. The County shall use best efforts during its use of the License Areas to avoid interference with Four Rivers' use of the Property. The County shall not at any time allow the general public to enter upon all or any portion of the License Areas for any reason. Four Rivers agrees that the County shall be permitted to place upon the License Areas any improvements usually incidental to the use of the License Areas for the Approved Use, but no permanent buildings or other non-moveable improvements shall be made without Four Rivers' written consent. The County shall not use nor permit the use of dynamite or other explosives within the License Areas. The County may alter or permit the alteration of the existing grade of a License Area's terrain to render it suitable for Approved Uses. The County shall promptly provide Four Rivers with copies of any reports, surveys, analyses, or investigations prepared by or for the County in connection with the County's use of the License Areas. No invasive plant species shall be allowed to be brought on to any License Area, and if an invasive plant specie is discovered on a License Area the County shall immediately take action to eradicate the invasive

plant specie. The County's obligation to eradicate invasive plant species on the License Areas shall survive the Termination Date for a period of two (2) years.

7. **Compliance with Law.** In connection with its use of the License Areas, the County shall comply with all federal, state and local laws, ordinances, rules and regulations, including, without limitation, all environmental and land use laws, ordinances, rules and regulations. The County shall be responsible for obtaining and maintaining all required environmental permits, and City, County, State or Federal licenses and permits required for the Approved Use upon the License Areas. The County shall not make or suffer any unlawful, improper or offensive use of the License Areas or any use of occupancy thereof contrary to the laws of the State of Florida or to the ordinances of the County in which the License Areas are located. If Four Rivers notifies the County that any activities conducted pursuant to this Agreement are in breach of this paragraph or would cause a hazardous or unsafe condition to persons or property, the County shall immediately cease operations until such time as Four Rivers and the public authority having jurisdiction determines that the condition has been remedied.

8. **Environmental Remediation.** The County shall not use or cause any substances deemed to be hazardous or toxic pursuant to any federal, state or local law, ordinance or regulation regarding health, safety or the environment ("Hazardous Substances") to be brought on to the Property or the License Areas. If Four Rivers notifies the County that any activities conducted pursuant to this Agreement are in breach of this paragraph or would cause a hazardous or unsafe condition to persons or property, the County shall immediately remove the Hazardous Substance and the County shall immediately cease operations until such time as Four Rivers and the public authority having jurisdiction determines that the condition has been remedied. The County agrees that if it violates the terms of this paragraph, then upon notification by Four Rivers, the County shall, within seventy-two (72) hours, at its sole cost and expense, commence to correct such condition or situation; provided however that Four Rivers retains the right to enter upon the License Areas and correct any such condition or situation at any time and the County hereby agrees to indemnify and hold harmless Four Rivers from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this paragraph. Upon the termination of this Agreement, the County, at its expense, shall undertake such investigations, site monitoring, containment, cleanup, removal, restoration and other remedial work necessary or required under applicable laws to assure that the Property is not contaminated by the presence of any hazardous Substances requiring containment or remediation under applicable laws. The County shall have no obligation to remediate environmental conditions existing prior to the Commencement Date.

9. **Indemnification.** To the extent allowed under applicable laws, the County hereby agrees to indemnify, defend and hold harmless Four Rivers, from and against all loss and liability of every kind whatsoever, known or unknown, including, without limitation, attorneys' and legal assistants' fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding, arising during the term of this Agreement for any personal injury, loss of life or damage to the License Areas or any other real or personal property sustained in, on or about the License Areas by reason of, or as a result of (a) the conduct or management of the County's activities conducted pursuant to this Agreement, (b) any act, omission or negligence of the County or its employees, agents, contractors or invitees, (c) any accident, injury, or damage (unless caused solely by Four Rivers' negligence or willful misconduct) occurring in, at or upon

the License Areas during the County's use, (d) the failure of the County or its employees, agents, contractors or invitees to comply with legal requirements or insurance requirements, or (e) any other breach or default by the County under this Agreement, and also from and against any orders, judgments, or decrees which might be entered thereupon. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

10. **Condition of License Areas; Release.** The County acknowledges and agrees that the County is fully familiar with the Property, that the County will inspect the License Areas, and that Four Rivers has made no representation or warranty as to the suitability of the License Areas for the County's intended use. The County will accept the License Areas in their current condition "AS IS." The use of the License Areas by the County shall be at the sole risk and expense of the County, and Four Rivers is specifically relieved of any responsibility for damage or loss to the County, its employees, agents and contractors resulting from the County's use of the License Areas, unless such damage or loss results from Four Rivers' willful misconduct. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

11. **Reimbursement.** The County agrees to reimburse Four Rivers for all costs and expense for any damage to Four Rivers' property resulting from the County's use of the License Areas and agrees that if, in Four Rivers' opinion, it becomes necessary as a result of the County's use of the License Areas or ingress and egress across the Property to relocate or change any of its facilities, to promptly reimburse Four Rivers for all cost and expense involved with such relocation or change.

12. **Insurance.** Throughout the term of this Agreement, the County shall maintain or require its contractors working on the License Areas to maintain in force a policy of general public liability insurance by an insurance company qualified to do business in the State of Florida and reasonably satisfactory to Four Rivers, insuring Four Rivers against the claims of all persons for loss of life, bodily injuries or property damage, or both, arising out of or incident to the County's use or occupancy of the License Areas. Four Rivers shall be named as additional insured or named insured under said policy; and the County shall deliver a certificate(s) evidencing combined single limit coverage in an amount of not less than \$1,000,000.00 for bodily injury and property damage liability. Such certificate(s) shall provide that the coverage cannot be cancelled without at least ten (10) days' written notice to Four Rivers. Should the County fail to furnish evidence of such insurance as provided for in this Agreement, Four Rivers may obtain such insurance and premium on such insurance shall be deemed additional rental to be paid by the County to Four Rivers on demand. Four Rivers shall not be responsible for any loss or damage occurring to any property owned by the County and the County shall be responsible for maintaining any insurance coverage on the County's property which the County deems necessary.

13. **Rights Retained by Four Rivers.** Four Rivers, its contractors, and all officers, agents, servants, employees and workmen thereof, their vehicles, machinery, equipment, tools and accessories, shall at all times have absolute right of ingress and egress to and from, in and upon, the License Areas for the purpose of inspecting the License Areas and carrying on any duties, acts and operations necessary or desirable in connection with timber management, mosquito control, fire control, timber, pulpwood and naval stores operations, and any other

duties, acts and operations necessary and desirable in the full and complete operations, control, and use of Four Rivers' properties.

14. **Assignment.** The County shall not have the right or the authority to assign all or any portion of this Agreement without the prior written consent of Four Rivers, which consent may be granted or withheld in Four Rivers' sole and absolute discretion. Any assignment made without Four Rivers' permission shall be null and void.

15. **Default.** Should the County allow any payment hereinabove specified to become delinquent, and remain delinquent for fifteen (15) days after the same shall become due, or should the County fail to keep and perform any of the terms, covenants, conditions, stipulations or agreements herein contained (collectively, "Acts of Default"), then and in any and all such events Four Rivers may, at Four Rivers' option, exercise all rights and remedies available to Four Rivers under Florida law, including, without limitation, the right to terminate this Agreement and re-enter the License Areas. In the event the County commits any Acts of Default, so that it shall become necessary for Four Rivers to employ an attorney to collect payments due or to enforce any term, covenant, condition, stipulation or agreement on the part of the County, then the County shall pay all costs of collection and expenses of recovery, including reasonable attorneys' and legal assistants' fees, and costs, incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding.

16. **Notices.** Any notice or other communication permitted or required to be given hereunder by one party to the other will be effective upon receipt or attempted delivery, in writing, by delivery prior to 5:00 p.m. on any business day, or mailed (by registered or certified United States Mail, postage prepaid, return receipt requested), or transmitted via telecopy of facsimile transmission prior to 5:00 p.m. on any business day, to the party entitled or required to receive same, as follows:

To The County:

Taylor County
201 East Green Street
Perry, Florida 32348
Attn: Dustin Hinkel
Phone: 850 - 838 - 3500
Fax: 850 - 838 - 3501

To Four Rivers:

Four Rivers Land & Timber Company LLC
1700 Foley Lane
Perry, Florida 32347
Attention: Senior Vice-President/Woodlands Manager
Phone: 850-838-2200
Fax: 850- 838-2248

17. **Nature of Agreement.** This Agreement is a license and not a lease of real property. This Agreement shall convey no interest in the land to the County, but shall grant an irrevocable license to County to use the License Areas for the Term if this Agreement is not sooner terminated. Four Rivers shall in no event be construed to be a partner or joint venturer of the

County or any permitted assignee of the County, and Four Rivers shall not be liable for any of the County's debts or liabilities, or the debts or liabilities of any permitted assignee.

18. **Four Rivers' Interest Not Subject to Liens.** The County shall not, under any circumstances, have the power to subject Four Rivers' interest in the License Areas or any other property of Four Rivers' to any mechanics, materialman's or construction liens, or liens of any kind. All persons who may hereafter during the continuance of this Agreement furnish work, labor, services or material upon the request or order of the County, or any person claiming under, by or through the County, must look wholly to the County and not to Four Rivers for payment for work done or materials provided. The County shall not permit or suffer to be filed or claimed against the License Areas or other property of Four Rivers during the continuance of this Agreement any lien or liens of any kind arising out of action by the County.

19. **Nonwaiver.** Four Rivers' failure in any one or more instances to insist upon strict performance of any one or more of the covenants herein contained on the part of the County shall not operate or be construed as a relinquishment or waiver for future breaches and of the right to enforce such covenant upon subsequent default.

20. **Interpretation.** When the context hereof shall so require, singular shall include plural and masculine shall include feminine or neuter and this agreement shall be binding upon the parties hereto, their successors, personal representatives, heirs, and assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Time is of the essence of each and every covenant and agreement herein contained. The paragraph headings used herein are for indexing purposes only and shall not be used in interpreting or construing the terms of this Agreement. If any term, covenant, agreement or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, agreement or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each and every term, covenant, agreement, and condition of this Agreement shall be valid and enforced to the most extent permitted by law.

21. **Counterparts.** This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

22. **Applicable Law.** This Agreement has been entered into and shall be performed and construed in accordance with the laws of the State of Florida. The parties hereto agree that venue for any action arising out of or connected with this Agreement shall be in Taylor County, Florida.

IN WITNESS WHEREOF, Four Rivers and the County have caused this license agreement to be executed and delivered as of the day and year first above written.

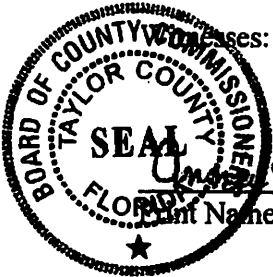
Witnesses:

Dixie Bush
Print Name Dixie Bush

Charlie Johns
Print Name: Charlie Johns

FOUR RIVERS LAND & TIMBER
COMPANY LLC, a Delaware Limited
Liability Company

By: *Travis McLan*
Name: Travis McLan
Title: SVP



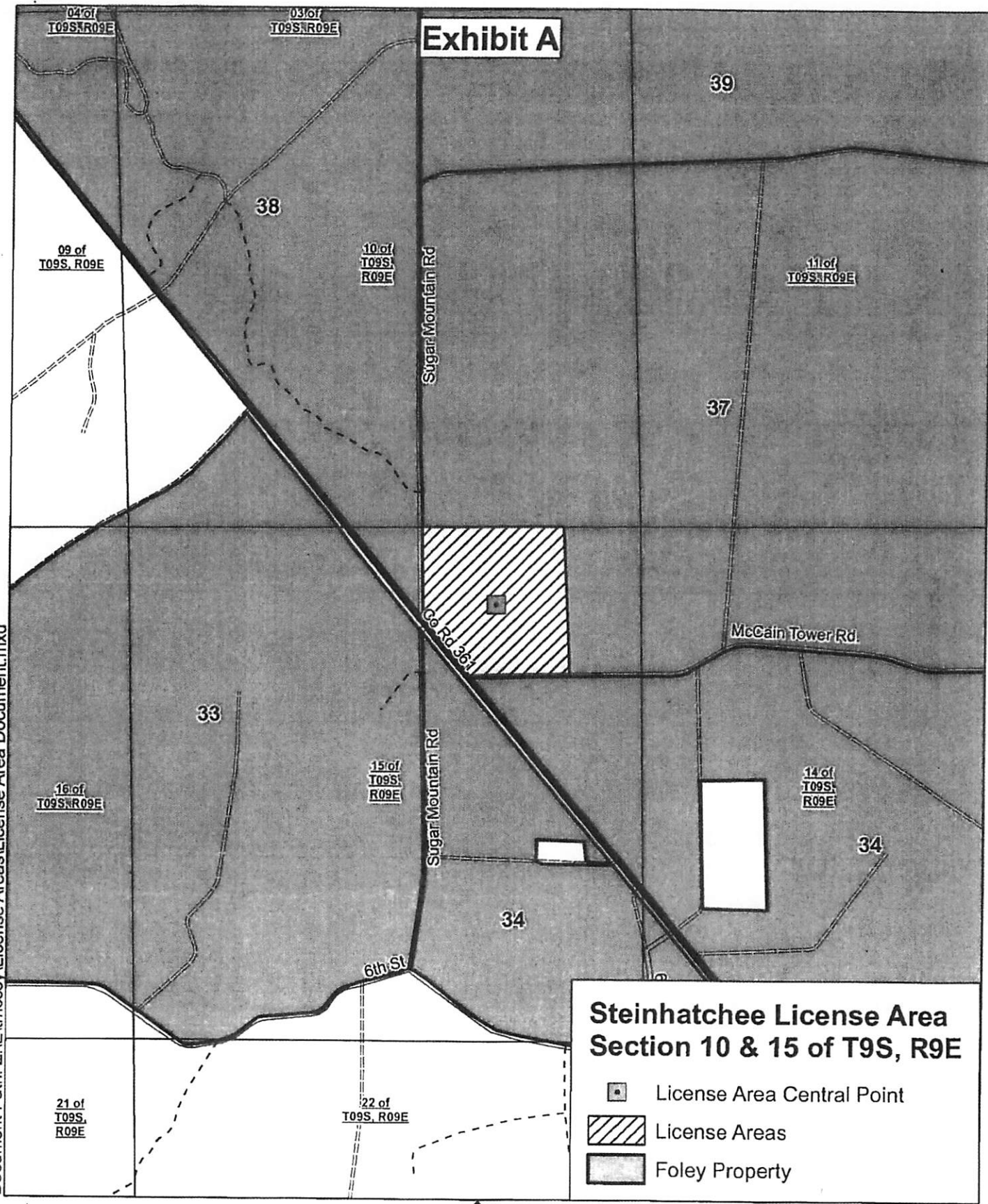
Witnesses:
Annie Mae Murphy
Print Name Annie Mae Murphy

Print Name: _____

TAYLOR COUNTY,
a political subdivision of the
State of Florida

By: *Bob J. DeVane*
Name: Bob J. DeVane
Title: Chairman

Document Path: Z:\E\Tmc\coy\License Areas\License Area Document.L.mxd



83° 24' 26.382", 29° 42' 11.579"

4 Inches = 1 Mile MDH 4/23/2015



0 0.125 0.25 0.5 0.75 1 Miles

Property of Foley Timber and Land Company. This map print is loaned for mutual assistance and, as such, is subject to recall at any time. Information contained hereon is not to be disclosed or reproduced in any form without the written consent of the Foley Timber and Land Company. Property boundaries and other data are subject to change and drafting error. Therefore, the accuracy of this map is not guaranteed.

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Exhibit A

86
Floating Bridge Rd

31 of
T07S R08E

32 of
T07S
R08E

33 of
T07S
R08E 87

85

06 of
T08S R08E

05 of
T08S
R08E

04 of
T08S
R08E

84

Fish Creek Grd

61

61

07 of
T08S
R08E

60

08 of
T08S R08E

Beaches License Area Section 4 & 5 of T8S, R8E

■ License Area Central Point

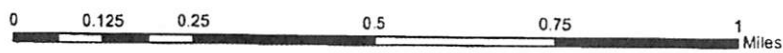
▨ License Areas

□ Foley Property

83° 32' 38.372", 29° 48' 47.493"

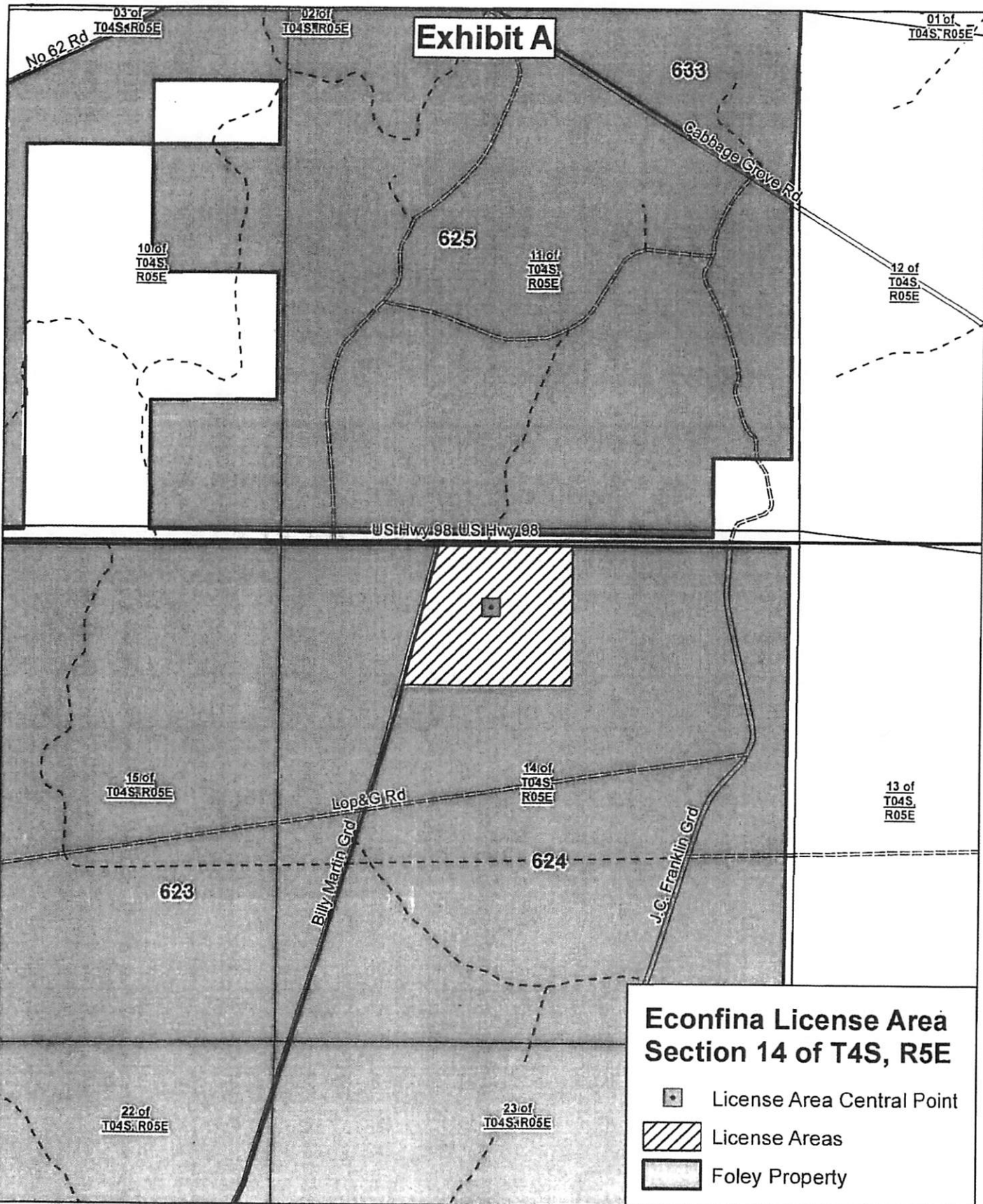
4 Inches = 1 Mile MDH 4/23/2015

NORTH



Property of Foley Timber and Land Company. This map print is loaned for mutual assistance and, as such, is subject to recall at any time. Information contained hereon is not to be disclosed or reproduced in any form without the written consent of the Foley Timber and Land Company. Property boundaries and other data are subject to change and drafting error. Therefore, the accuracy of this map is not guaranteed.

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83° 47' 59.258", 30° 8' 27.042"

4 Inches = 1 Mile MDH 4/23/2015

NORTH

0 0.125 0.25 0.5 0.75 1 Miles

Property of Foley Timber and Land Company. This map print is loaned for mutual assistance and, as such, is subject to recall at any time. Information contained hereon is not to be disclosed or reproduced in any form without the written consent of the Foley Timber and Land Company. Property boundaries and other data are subject to change and drafting error. Therefore, the accuracy of this map is not guaranteed.

TAYLOR COUNTY PUBLIC WORKS

STANDARD OPERATING GUIDELINE

FUNCTION: DEBRIS MANAGEMENT

I. Lead Agency: Taylor County Public Works

II. Supporting Agencies: Taylor County Emergency Management Department
Taylor County Environmental Services
Perry Street and Park Department

III. Introduction

Debris management is a critical component of the recovery process for several reasons. Even a moderate tropical event can generate an incredible amount of debris. After a severe storm, debris must often be cleared to allow emergency work crews to enter the field to provide first response services to the public. Also, debris must be cleared to allow damage assessment crews to get out in the field and begin determining the extent of damage in a community. Debris collection and disposal is also one of the most costly components of the recovery process.

A. Purpose

The purpose of debris management is to quickly collect, haul, and dispose of the debris generated by a disaster in an efficient, cost effective manner.

B. Scope

Debris management includes all aspects of debris removal including collection, hauling, and disposal of all disaster-generated debris. No distinction is made in Taylor County between debris generated from public or private sources or located on public or private property.

C. Assumptions

1. During the recovery period, first priority must go to rapid debris removal and repairs along major roadways in order to permit reestablishment of emergency services, movement of traffic, and critical supplies into and within the County.
2. Damaged roads and bridges and floodwaters may delay debris removal.

IV. Concept of Operations

A. Notification

The Taylor County Emergency Management Department will notify all agencies that are involved in the debris management function as soon as possible regarding a potential emergency situation. In the case of a hurricane or tropical storm, agencies would receive notification between 24 and 48 hours prior to landfall. Twenty-four hours before landfall, the EM Department will contact the lead and support agencies and coordinate specific priorities during the early stages of debris removal.

B. Clearing

Primary roadways will receive priority for emergency clearing in order to allow emergency services vehicles access to all areas of the county. The Taylor County Public Works and the Taylor County Solid Waste Department will jointly clear debris throughout the County. These two agencies will coordinate their actions to most efficiently clear debris and open vital transportation routes. The Taylor County Public Works and Solid Waste Departments will be assisted by the municipal road departments to the extent of their capabilities. Volunteer fire departments will also assist road crews within their respective jurisdictions. Debris will be cleared off roadways to the public right-of-way. If no alternative is available, debris may temporarily be moved off roadways onto nearby private land.

C. Collection

As of this date Taylor County will accept full responsibility and remove debris from private property without authorization from FEMA if it is deemed necessary due to threatened public health and safety or economic recovery necessity. Efforts to incorporate approval by ordinance per FEMA DAP 9523.13 guidelines will be pursued. The Taylor County Public Works and the Taylor County Environmental Services Departments will collect debris throughout the County. The Taylor County EM Department will notify the public via the radio and newspaper that household trash must not be mixed with storm debris. If the County decides to activate its debris management contract, then the contracted commercial recovery company will assist the County in the collection, transportation, sorting, and disposal of debris at identified and approved disposal sites.

D. Monitoring of Debris Removal and Disposal

Monitoring of debris removal and disposal activities is a critical component in successful debris operations and in the justification and documentation of any application for State, Federal, and/or Non-Governmental Organization public assistance funding. Therefore the County, as part of its pre-disaster debris management plan, has entered into a contract with a commercial recovery company to assist the County in monitoring all aspects of debris removal and disposal operations.

E. Collection Areas

After roadside pickup, debris may be taken directly to the Taylor County Landfill located on SR 65 or to the County's two debris staging areas. The debris staging areas are located at:

1. Staging area – Borrow pit near the Perry Waste Water Treatment Plant
2. Four Rivers Contract areas – TCEM has contracted with Four Rivers for land locations in the Steinhatchee, Beaches and Hwy 98 area to stage debris in the event a need arises in those areas.

F. Disposal

During normal operations, all waste generated within Taylor County is delivered to the Taylor County Landfill for final disposal. Municipal solid waste is transferred from the landfill for final disposal elsewhere. Household and non-regulated small business hazardous wastes are temporarily stored at the Landfill and transferred off-site for final disposal. Construction and demolition debris is disposed of on-site. Depending on the magnitude of the event, construction and demolition debris may be either disposed of on-site or transferred off-site to a more suitable disposal facility.

G. Interagency Coordination

Interagency coordination in debris management is the primary responsibility of the Taylor County Public Works. The Taylor County Public Works will coordinate debris management activities with the Taylor County Solid Waste Department, Taylor County EM Department, and municipal road departments. Any environmental issues related to debris management will be coordinated with the State Department of Environmental Protection.

G. Coordination with the State and Federal Agencies

The Taylor County Public Works is responsible for coordinating with the Taylor County EM Department to keep the EM Director up to date on debris management operations. Should additional debris management resources be necessary, the EM Director or his designee will coordinate with, and request assistance through, the State EOC. Taylor County will coordinate any federal issues pertaining to debris clearance with the appropriate federal support agencies.

H. Contracting with Solid Waste Disposal Firms

The Taylor County Emergency Management and the Taylor County Solid Waste Departments maintained pre-event contracts for debris hauling and disposal services following disasters.

I. Legal Issues

The Taylor County EM Director or designee will coordinate with the Taylor County Attorney to address legal issues associated with debris management.

V. Roles and Responsibilities of Lead and Supporting Agencies

A. Taylor County Public Works

The Taylor County Public Works will serve as the lead agency for debris management operations and will be responsible for clearing and collecting debris throughout the county and for coordinating with all supporting agencies. Accurate record keeping of debris clearance activities will be overseen by the Taylor County Public Works Department, in collaboration with the Clerk of the Courts Office.

B. Taylor County Emergency Management Department

The Taylor County EM Department will serve as the overall coordinating organization for all recovery operations. The EM Department will be responsible for requesting state and federal assistance for debris removal activities. Under 44 CFR Taylor County will advertise and accept sealed bids seeking a new contract for debris removal once the current contract date has ended.

C. Taylor County Environmental Services

The Taylor County Environmental Services Department is responsible for assisting the Public Works in all facets of debris management operations.

D. City Street Departments

The City Street Departments will assist in clearing streets of debris within their jurisdictions and providing mutual aid assistance should it be necessary.

E. Volunteer Fire Departments

The volunteer fire departments will assist in road clearing duties within each of their respective service areas.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE EM DIRECTOR TO PRESENT THE BID COMMITTEE'S RECOMMENDATION FOR PRIMARY DISASTER DEBRIS MONITORING SERVICES, AS AGENDAED BY THE EM DIRECTOR

Meeting Date:

October 2, 2017

Statement of Issue: THE BOARD TO CONSIDER AWARDING A BID TO A PRIMARY CONTRACTOR.

Recommendation: AWARD A PRIMARY CONTRACT TO LANDFALL STRATEGIES.

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

Submitted By: STEVE SPRADLEY, EM DIRECTOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

THE BID COMMITTEE CONSISTED OF STEVE SPRADLEY, GARY WAMBOLT, KRISTY ANDERSON. COMMITTEE MEMBERS REVIEWED AND SCORED THE RFP'S INDEPENDENTLY AND THEN MET ON September 26, 2017 TO COMPILE THE SCORES. THE COMMITTEE RECOMMENDS THAT THE BOARD HAVE PRE-DISASTER CONTRACTS WITH LANDFALL STRATEGIES. THIS IS A RECOMMENDED BEST MANAGEMENT PRACTICE. THE BOARD WILL NOT PAY ON THIS CONTRACT UNTIL A NOTICE TO PROCEED IS ISSUED BY THE BOARD TO THE CONTRACTOR.

Options: AWARD THE BID AS RECOMMENDED/SUGGEST EDITS

Attachments: BID COMMITTEE SCORING MATRIX

CONTRACTOR	QUALIFICATIONS	STAFF QUAL	TECH. APPROA	COST PROPOSAL	TOTAL SCORE
DSI	3.2	2.1	5	53	Grant Assistance Only
Thompson Consulting	4.8	5	5	83	35.5
Tetra Tech	5	5	5	102	29
Landfall Strategies	4.6	5	5	52	16.65

ANDERSON

CONTRACTOR	QUALIFICATIONS	STAFF QUAL	TECH. APPROA	COST PROPOSAL	TOTAL SCORE
DSI	3	2.2	3.4	53	Grant Assistance Only
Thompson Consulting	3.8	3.2	3	83	22.97
Tetra Tech	3.8	2.8	3.4	102	28.04
Landfall Strategies	3.6	2.8	3.4	52	14.73

WAMBOLT


CONTRACTOR	QUALIFICATIONS	STAFF QUAL	TECH. APPROA	COST PROPOSAL	TOTAL SCORE
DSI	3	2.2	3.4	53	Grant Assistance Only
Thompson Consulting	3.6	4	4.4	83	23.75
Tetra Tech	4.8	4.8	4.4	102	29
Landfall Strategies	4	4	4	52	16

The Taylor County Review Committee
recommends the following Proposer for
Disaster Debris Monitoring Services.

LANDFALL STRATEGIES


Steve Spradley


Gary Wambolt


Kristy Anderson

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Requesting approval of EMS County Grant Application, Resolution, and Request For Grant Fund Distribution to be submitted to the Florida Department of Health EMS County Grant Program on behalf of Doctors' Memorial Hospital (DMH) EMS.

MEETING DATE REQUESTED:

October 2, 2017

Statement of Issue: The County is eligible to submit grant application on behalf of Doctors' Memorial Hospital EMS up to the amount of \$3,375.

Recommended Action: Approve EMS County Grant Application, Resolution, and Request For Grant Fund Distribution.

Fiscal Impact: \$3,375 to the County to be used only for pre-hospital EMS supplies and equipment. There is no match required.

Budgeted Expense: Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to receive a grant up to \$3,375 to be used for pre-hospital equipment, supplies, improvements, or expansion of the County's emergency medical services. The County is required to be the applicant and administrator of this grant. The County has been the administrator of this grant program on behalf of DMH for thirteen years. The EMS Director, Mac Leggett has indicated that there is a great deal of need for the emergency response/medical equipment bags and has requested the funds be expended on the purchase of the bags.

Attachments: EMS County Grant Application, Resolution, and Request For Grant Fund Distribution

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
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(850) 838-3506 Phone
(850) 838-3549 Fax

TED LAKEY, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

Upon motion of Commissioner _____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

WHEREAS, THE STATE OF FLORIDA, DEPARTMENT OF HEALTH HAS ESTABLISHED THE COUNTY EMERGENCY MEDICAL SERVICES GRANT PROGRAM, AND;

WHEREAS, TAYLOR COUNTY BOARD OF COMMISSIONERS IS ELIGIBLE TO RECEIVE AN AWARD UNDER THIS PROGRAM, TO IMPROVE THE COUNTY'S PRE-HOSPITAL EMERGENCY MEDICAL SERVICES SYSTEM;

THEREFORE BE IT RESOLVED, THAT THE TAYLOR COUNTY BOARD OF COMMISSIONERS CERTIFIES THAT GRANT FUNDS RECEIVED FROM THE COUNTY EMERGENCY MEDICAL SERVICES AWARD WILL IMPROVE AND EXPAND PRE-HOSPITAL EMERGENCY MEDICAL SERVICES AND THE THAT THE GRANT MONIES WILL NOT BE USED TO SUPPLANT EXISTING COUNTY EMERGENCY MEDICAL SERVICES BUDGET ALLOCATIONS.

DONE AND ORDERED IN REGULAR SESSION AT PERRY, FLORIDA THIS 2nd DAY OF OCTOBER 2017, A.D.

*Board of County Commissioners
Taylor County, Florida*

Attest: _____
Annie Mae Murphy, Clerk

By: _____
Pam Feagle, Chairman



EMS COUNTY GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH
Emergency Medical Services Program
Complete all items

ID. Code (The State EMS Program will assign the ID Code – leave this blank) **C60**

1. County Name: Taylor County Board of Commissioners

Business Address: 201 E. Green Street

Perry, Florida 32347

Telephone: 850-838-3500

Federal Tax ID Number (Nine Digit Number): VF 59-6000879

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the county shall comply fully with the conditions outlined in the Florida EMS County Grant Application.

Signature:

Date:

Printed Name: Pam Feagle

Position Title: Chairman

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)

Name: Melody Cox

Position Title: Grants Director

Address: 201 E. Green Street

Perry, Florida 32347

Telephone: 850-838-3553

Fax Number: 850-838-3563

E-mail Address: melody.cox@taylorcountygov.com

4. Resolution: Attach a resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures. We cannot process for funds without a current resolution.

5. Budget: Complete a budget page(s) for each organization to which you shall provide funds.

List the organization(s) below. (Use additional pages if necessary)

Doctors' Memorial Hospital, Inc. (DMH) - EMS

BUDGET PAGE**A. Salaries and Benefits:**

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
TOTAL Salaries =	\$ 0.00
TOTAL FICA & Other Benefits =	
Total Salaries & Benefits =	\$ 0.00

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	Amount
Total Expenses =	\$ 0.00

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
Recover Pro 02 Response Bag, Red Infection Control, TS 2 Ready	\$1,199.95
5 @ \$239.99 Each	
OMNI Pro, BLS/ALS Total System Infection Control Bag, TS 2 Ready	\$2,175.05
5 @ \$435.07 Each	
Total Vehicles & Equipment =	\$ 3,375.00
<u>Grand Total =</u>	<u>\$ 3,375.00</u>

**FLORIDA DEPARTMENT OF HEALTH
EMERGENCY MEDICAL SERVICES (EMS) GRANT SECTION**

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of section 401.113(2) (a), *Florida Statutes*, the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:

The agency name, address, and federal ID number **must** be in the state MyFloridaMarketPlace (MFMP) system. Ask a finance person who does business with the state for your organization to provide these.

Name of Agency: Taylor County Board of Commissioners

Mailing Address: P. O. Box 620

Perry, Florida 32348

Federal Identification number: 59-6000879

Authorized County Official: _____

Signature

Date

Pam Feagle, Chairman

Type or Print Name and Title

Sign and return this page with your application to:

*Florida Department of Health
Emergency Medical Services Section, Grants
4052 Bald Cypress Way, Bin A-22
Tallahassee, Florida 32399-1722*

Do not write below this line. For use by State Emergency Medical Services Program

Grant Amount for State to Pay: \$ _____ Grant ID: Code: C60

Approved By: _____
Signature of State EMS Grant Officer Date

State Fiscal Year: 2017 - 2018

<u>Organization Code</u>	<u>E.O.</u>	<u>OCA</u>	<u>Object Code</u>	<u>Category</u>
64-61-70-30-000	05	SF005	750000	059998

Federal Tax ID: VF _____

Grant Beginning Date: _____ Grant Ending Date: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to discuss and possibly approve contracting with Langton Consulting to provide Professional Consulting Services to Taylor County for RESTORE Act Direct Component Services including preparation and submission of the Multi-Year Implementation Plan (MYIP) for the County to be eligible to receive Pot 1 funds.

MEETING DATE REQUESTED:

October 2, 2017

Statement of Issue: Board to discuss and possibly approve contracting with Langton Consulting for professional services required for the preparation and submission of the Multi-Year Implementation Plan (MYIP) and required support documents for the County to be eligible to receive RESTORE Act Direct Component (Pot 1) funds.

Recommended Action: Staff recommends contracting with Langton Consulting in the amount of \$25,000 to provide professional services for the preparation and submission of the MYIP and required support documentation for the County to be eligible to receive RESTORE Act Direct Component Pot 1 funds.

Fiscal Impact: The Board would need to appropriate \$25,000 in funds if it is approved to contract with Langton Consulting for the preparation of the MYIP and associated documents. The feasibility of the County directly contracting with an outside firm to prepare the MYIP had not been discussed when submitting budget requests for FY 2017-2018 in May. After GSG withdrew the RFQ they had submitted in January 2017, there had been no further discussion of outside consulting and MYIP preparation services for several months.

Budgeted Expense: This is not a budgeted expense.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is not eligible to access and receive RESTORE Act funds until preparation and submission of the MYIP and associated documents and exhibits to the Department of Treasury for approval. The Department of Treasury must approve the MYIP before any funds are eligible to be released to the County. The County advertised and received Request For Proposals (RFP) for program administrative services at the January 17, 2017 Board meeting. Government Services Group was the only firm to submit an RFP and later withdrew their RFP due to federal restrictions. The County has obtained three quotes, two were "no quotes" and Langton submitted a quote in the amount of \$25,000. Ted Lakey- County Administration and Melody Cox have met with Michael Langton in reference to the services and needs for the preparation of Taylor County's MYIP. Taylor County has approximately \$7.8M available in Direct Component (Pot 1) funding through the RESTORE Act Transocean and Anadarko settlement upon approval of the MYIP.

Attachments: Documentation of three quotes as required by the County Procurement Policy



August 2, 2017

Mr. Ted Lakey
County Administrator
201 E Green Street
Perry, Florida 32347

RE: Proposal to provide Professional Consulting Services to Taylor County for RESTORE Act Direct Component (Pot 1) Projects and Activities

Dear Mr. Lakey:

Langton Associates, Inc., a Florida corporation, is pleased to submit this proposal to provide professional consulting services to Taylor County for RESTORE Act Direct Component (Pot 1) projects and activities. Langton Associates has been providing grant writing, grant administration and intergovernmental relations to local government clients throughout Florida for over 36 years.

Langton Associates has a staff of four (4) full-time grant professionals, two (2) of whom are Grant Professional Certified through the National Grants Professional Association, and several part-time associates with a combined experience of nearly 100 years in the grants business! Even with our extensive history and experience, we operate with a small business mentality, "Each client is our only client."

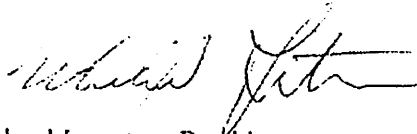
Our staff's extensive knowledge in writing and administering RESTORE Act funding projects will be very beneficial to County staff during the development of your Multi-Year Implementation Plan, and complying with Federal regulations and RESTORE Act guidelines, while developing your long-term program goals and objectives.

We are proposing to provide the following grant writing and grant administration services to the County for a fixed fee of **\$25,000.00**.

- In concert with County staff, we will Prepare, Submit, and Liaison with U.S. Department of Treasury staff through the final approval of your RESTORE Act Multi-Year Implementation Plan;
- We will provide sufficient guidance and documentation to County staff for the updating of current policies and procedures to meet Federal regulations and program guidelines (2 CFR Part 200 and Treasury RESTORE Act Guidelines) and for the completion, submission and approval of the Operational Self-Assessment (OSA) report that is due annually to the U.S. Department of Treasury; and
- We will provide general technical assistance and support to County staff on RESTORE Act Direct Component (Pot 1) activities and requirements, during the term of this limited engagement.

We thank you very much for the opportunity to provide Taylor County professional consulting services for your RESTORE Act Direct Component (Pot 1) projects and activities, and we look forward to getting started.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Langton", with a stylized flourish at the end.

Michael Langton, President
Langton Associates, Inc.
Office Address: 4830 Atlantic Boulevard
Jacksonville, Florida 32207
Phone: (904) 598-1368
E-mail: mlangton@langtonconsulting.com

Melody Cox

From: Jay Moseley <JMoseley@govserv.com>
Sent: Thursday, August 3, 2017 1:19 PM
To: Melody Cox; Camille Tharpe
Cc: Ted Lakey; David Jahosky
Subject: RE: Restore Act

Melody,

GSG would very much like to assist the county with the MYIP, however, due to program rules, by participating in the preparation of that, we would be prevented from assisting the county in the larger portions of the grant program. We feel that we would better serve the county by providing administrative assistance on the larger portions of the program that will require a greater degree of assistance and technical expertise that they will necessitate.

We regretfully decline to participate at this time, but hope you will consider us again in the future.

Thanks,

Jay

James F. (Jay) Moseley
Senior Consultant

Government Services Group, Inc.
P.O. Box 357995
Gainesville, FL 32635-7995

Phone (352) 381-1975
Fax (352) 381-8270

weservegovernments.com

From: Melody Cox [mailto:melody.cox@taylorcountygov.com]
Sent: Wednesday, August 02, 2017 3:56 PM
To: Jay Moseley <JMoseley@govserv.com>; Camille Tharpe <CTharpe@govserv.com>
Cc: Ted Lakey <ted.lakey@taylorcountygov.com>
Subject: Restore Act

Jay,
Mr. Lakey and I just want to confirm GSG is not interested in preparing the Restore Act MYIP for Taylor County. Thank you.
Melody

Melody Cox

From: Lewis, Virgil <vclewis@AVCONINC.com>
Sent: Sunday, August 20, 2017 4:23 PM
To: Melody Cox
Cc: Collins, John, P.E.
Subject: AVCON MYIP Assistance

Melody:

We appreciate the opportunity to assist Taylor County in preparing the County's RESTORE Act Multi-Year Implementation Plan (MYIP). However, we understand our participation in the MYIP preparation would exclude our firm in the subsequent implementation of potential RESTORE-funded projects resulting from grants issued through the MYIP. As a result, we believe AVCON can better serve the County in the providing administrative and technical assistance which may be needed for implementing the subsequent RESTORE projects and therefore respectfully decline the opportunity to assist in the MYIP preparation.

We are most thankful for this and the many other opportunities the County has provided AVCON and look forward to serving the County in future projects. Please do not hesitate to contact us in the future if we can be of assistance.
-Lee

Virgil C. "Lee" Lewis, P.E.
Regional Manager | AVCON, INC.



Transforming Ideas into Reality Since 1988

Engineers & Planners
320 Bayshore Drive, Suite A
Niceville, Florida 32578
Office: 850.678.0050 ext. 202
Cell: 850.585.7030
Fax: 850.678.0040
Email: vclewis@avconinc.com
www.avconinc.com

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



COMMISSIONERS TO RECEIVE AND APPROVE AMENDMENT TO FDOT CONSTRUCTION & MAINTENANCE AGREEMENT TO REPLACE CR 14A ECONFINA RIVER BRIDGE NO. 384006

MEETING DATE REQUESTED:

October 2, 2017

Statement of Issue: The Florida Department of Transportation (FDOT) is requesting an Amendment to the Construction & Maintenance Agreement to replace CR 14A Econfina River Bridge No. 384006 using Federal funds. This 1984 vintage bridge is currently rated structurally deficient necessitating its replacement.

Recommended Action: Staff recommends that the Commission approve the Amendment to the Construction & Maintenance Agreement including adopting a Resolution authorizing the Commission Chair to execute the Amendment on behalf of the Commission.

Fiscal Impact: FISCAL YR 2017/19 - N/A

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On May 5, 2014, the Board of County Commissioners received an update from Jordan Green identifying the projects being facilitated by the FDOT work program in Taylor County. The CR 14A Econfina River Bridge No. 384006 known locally as the Donaldson Bridge was one such project identified by Mr. Green. This project will work to replace the existing 31 year old 90 ft concrete/timber bridge with a new structure meeting current traffic and load rating requirements.

The previously approved Construction & Maintenance Agreement (1/21/2016) provides for FDOT to fund, design, manage, and construct the bridge replacement at no expense to Taylor County. Since its approval, FDOT was informed that specific language regarding "Federal non-participating" items requested by the local agency needed to be included within the agreement to limit its financial liability for additions to project scope. More specifically, the language states that any request by the County to include items that are federal non-participating would be at the expense of the County. Items such as these might include additional mowing cycles, litter pickup, etc. FDOT is committed to delivering the project today as it's currently approved design. Any modifications to these plans or the project by Taylor County that are outside the current scope would only be included at Taylor County's expense. FDOT has indicated that in the future, all new construction and maintenance agreements will include this "Federal non-participating language" on off-system projects.

An additional component to the proposed Amendment addresses Public Records, Recitals 3. That provision requires Taylor County to:

1) keep and maintain public records that ordinarily and necessarily would be required by FDOT perform the Construction & Maintenance Agreement,

2) Upon request from FDOT's custodian of public records, provide FDOT 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, Fla. Stat., or as otherwise provided by law,

3) 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 Taylor County does not transfer the records to FDOT,

4) Upon completion of this Agreement, transfer, at no cost, to FDOT all public records in possession of Applicant, as the case may be, or keep and maintain public records required by FDOT to perform this Agreement. If Taylor County transfers all public records to the public Agency upon completion of this Agreement, Taylor County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Taylor County keep and maintain public records upon completion of this Agreement, Taylor County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FDOT, upon request from FDOT's custodian of public records, in a format that is compatible with the information technology systems of FDOT.

FDOT is requesting the BOCC to execute the attached Construction and Maintenance Agreement Amendment as soon as possible along with a Resolution authorizing its approval by the Chairperson. Nothing within the Amendment alters FDOT's current commitment to delivering the project. Therefore, Staff recommends that the Commission approve the Amendment including adopting a Resolution authorizing the Commission Chair to execute the Amendment on behalf of the Commission.

Options:

- 1) Accept and approve the Amended Construction & Maintenance Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Amendment and state reasons for such denial.

Attachments:

Construction & Maintenance Agreement Amendment
Authorizing Signature and FDOT Delivery Resolution

CONSTRUCTION & MAINTENANCE AGREEMENT AMENDMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT AMENDMENT ("Amendment") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County, Florida ("Agency").

-RECITALS-

1. The terms and provisions set forth in this Amendment are incorporated into and made part of that certain Construction and Maintenance Agreement ("Original Agreement") for Financial Project Number **428573-1-52-01** ("FIN") entered into by the Parties on January 21, 2016, a copy of which is attached as Exhibit "A"; and

2. This Amendment shall be merged into and made part of the Contract and both documents shall be collectively referred to as the ("Agreement"); and

3. The FIN is funded by federal dollars provided to the Department by the Federal Highway Administration ("FHWA"); and

4. Because this FIN is funded by FHWA, only those project items identified as federal participating as dictated by the Federal Highway Administration's Code of Federal Regulations ("CFR"), shall be compensable; and

5. The expense for any project items identified as "federal non-participating" will be the sole responsibility of the Agency; and

6. The sole purposes of this Amendment are to amend the Original Agreement to incorporate language establishing the Agency's financial responsibility for any items identified as federal non-participating items and to include newly required public records language; and

7. In the event of any conflict or inconsistency between the Original Agreement and this Amendment, the provisions of this Amendment shall control; and

8. All other terms and conditions of the Original Agreement shall remain in full force and effect.

NOW THEREFORE, in consideration of the recitals and mutual covenants and conditions in this Amendment, the parties, intending to be legally bound, acknowledge, covenant and agree as follows:

1. RECITALS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Amendment.

2. FEDERAL NON-PARTICIPATING ITEMS

A. The parties agree that Improvements, as defined in the Original Agreement or as added to the Project, are only compensable via this FIN if such items are deemed to be federal participating as determined in accordance with the CFR.

B. Any items, in the Department's sole discretion and without limitation in accordance with the CFR, deemed to be federal non-participating items, shall be funded at the sole expense of the Agency.

3. PUBLIC RECORDS

Agency shall:

A. Contact the Department's Custodian of Public Records at (386) 758-3727; D2prcustodian@dot.state.fl.us; and Public Records Custodian, 1109 South Marion Avenue, MS 2009, Lake City, Florida 32025, if Agency has any questions regarding the application of Chapter 119, Florida Statutes, and Agency's duty to provide public records relating to this Agreement.

B. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

C. 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, Fla. Stat., or as otherwise provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

E. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant, as the case may be, 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.

F. Failure by Agency to act in accordance with 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.

IN WITNESS WHEREOF, intending to be legally bound, the parties execute this Addendum consisting of fourteen (14) pages.

SIGNATURES ON FOLLOWING PAGE

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

TAYLOR COUNTY

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____
Legal Counsel

Exhibit A
Original Executed Construction & Maintenance Agreement

Financial Project Id. No. 428573-1-52-01

Federal Id. No. (if applicable)

Project Description Bridge Replacement over the CR 14A Econfina River Bridge #384006

Includes a temporary detour route during construction on CR 14A from Donaldson Road to Ira L. Smith Road

Off System Department Construct Agency Maintain

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County, Florida ("Agency").

RECITALS

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and more particularly described as County Road 14A, including bridge number 384006 also known as the Econfina River Bridge (the "Bridge"), beginning at Mile Post 0.308 and extending through Mile Post 0.478 as shown in attached Exhibit "A"; and
2. The term "Improvement" means and shall refer to the replacement of the Bridge; and
3. In order to perform the Bridge replacement, it will be necessary for the Department to temporarily close access to the bridge and re-route vehicular traffic ("Detour Property") throughout the duration of the construction of the Improvement, as more particularly shown in Exhibit "B"; and
4. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
5. The Department shall construct the Improvement on the Property; and
6. A date for the commencement of construction of the Improvement has not been established; and
7. For purposes of this Agreement, the definition of Improvement shall include and incorporate the term Detour Property, as defined in Recital 3 above; and
8. During the period of construction of the Improvement, the Department shall be responsible for the operation, maintenance and repair of the Detour Property; and
9. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments, including the identification and resolution of any utility conflicts; and
10. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and
11. By Resolution N/A dated 1/4/16, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "C".

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property and the Detour Property for the limited purpose of performing this Agreement.

4. TERM

Financial Project Id. No. 428573-1-52-01

Federal Id. No. (if applicable)

Project Description Bridge Replacement over the CR 14A Econfin River Bridge #384006

Includes a temporary detour route during construction on CR 14A from Donaldson Road to Ira L. Smith Road

Off System Department Construct Agency Maintain

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PROJECT MANAGEMENT

A. The Department shall manage the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the construction of the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the Improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. The Department shall manage the performance, operation, maintenance, and repair of the Detour Property during the construction period.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

9. OPERATION, MAINTENANCE & REPAIR

A. Upon completion of the construction, the Agency shall operate, maintain, and repair the Improvement and resume operation, maintenance, and repair of the Detour Property, at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for

Financial Project Id. No. 428573-1-52-01
Federal Id. No. (if applicable)
Project Description Bridge Replacement over the CR 14A Econfina River Bridge #384006
Includes a temporary detour route during construction on CR 14A from Donaldson Road to Ira L. Smith Road
Off System Department Construct Agency Maintain

the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

10. WARRANTIES

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

11. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

12. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

13. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

14. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2015).

15. NOTICE

Financial Project Id. No. 428573-1-52-01

Federal Id. No. (if applicable)

Project Description Bridge Replacement over the CR 14A Econfina River Bridge #384006

Includes a temporary detour route during construction on CR 14A from Donaldson Road to Ira L. Smith Road

Off System Department Construct Agency Maintain

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Janet Jones, P.E.
Perry Maintenance
657 Plantation Road
Perry, Florida 32347
850-838-5808

Agency: Taylor County Engineer
Attention: Kenneth Dudley, P.E.
201 E. Green Street
Perry, Florida 32347

16. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

17. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

18. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

19. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

20. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

21. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

22. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

23. ENTIRE AGREEMENT

Financial Project Id. No. 428573-1-52-01
Federal Id. No. (if applicable)
Project Description Bridge Replacement over the CR 14A Econfina River Bridge #384006
Includes a temporary detour route during construction on CR 14A from Donaldson Road to Ira L. Smith Road
Off System Department Construct Agency Maintain

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

25. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

26. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

27. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

28. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

29. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

30. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

31. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

32. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall

Financial Project Id. No. 428573-1-52-01

Federal Id. No. (if applicable)

Project Description Bridge Replacement over the CR 14A Econfina River Bridge #384006

Includes a temporary detour route during construction on CR 14A from Donaldson Road to Ira L. Smith Road
Off System Department Construct Agency Maintain

be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of nine (9) pages.

Florida Department of Transportation

By: [Signature]
Printed Name: Greg Evans
Title: District Two Secretary
Date: 01/21/16

Legal Review:

By: [Signature] 1-15-16
Office of the General Counsel
Florida Department of Transportation

Taylor County

By: [Signature]
Printed Name: Jody DeVane
Title: Chair, BOCC
Date: 1-4-16

Legal Review:

By: [Signature]
Legal Counsel for Agency
Conrad C Bishop Jr

Attest:

By: [Signature]
Printed Name: Lisa Lambert
Title: Executive Secretary
Date: Jan. 21, 2016



Attest:

By: [Signature]
Printed Name: Annic Mae Murphy
Title: Clerk to Board
Date: 1-4-16

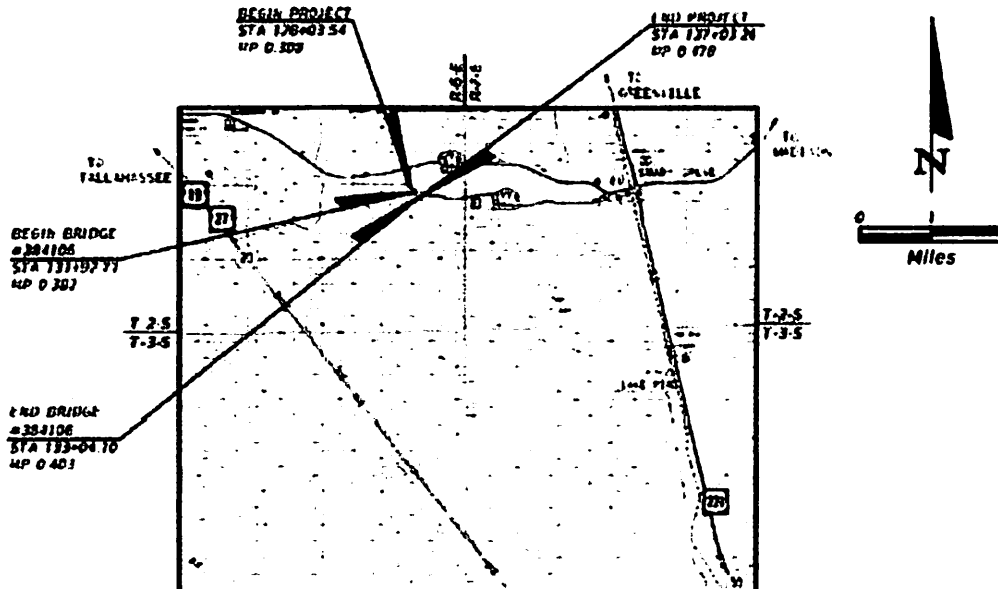


Financial Project Id. No. 428573-1-52-01
 Federal Id. No. (if applicable)
 Project Description Bridge Replacement over the CR 14A Econfin River Bridge #384006
 Includes a temporary detour route during construction on CR 14A from Donaldson Road to Ira L. Smith Road
 Off System Department Construct Agency Maintain

EXHIBIT "A"

(PROPERTY DESCRIPTION)

Improvements include the bridge replacement over the CR 14A Econfin River Bridge #384006 also including a temporary detour route on CR 14A from Donaldson Road to Ira L. Smith Road during construction of the bridge replacement



Financial Project Id. No. 428573-1-52-01

Federal Id. No. (if applicable)

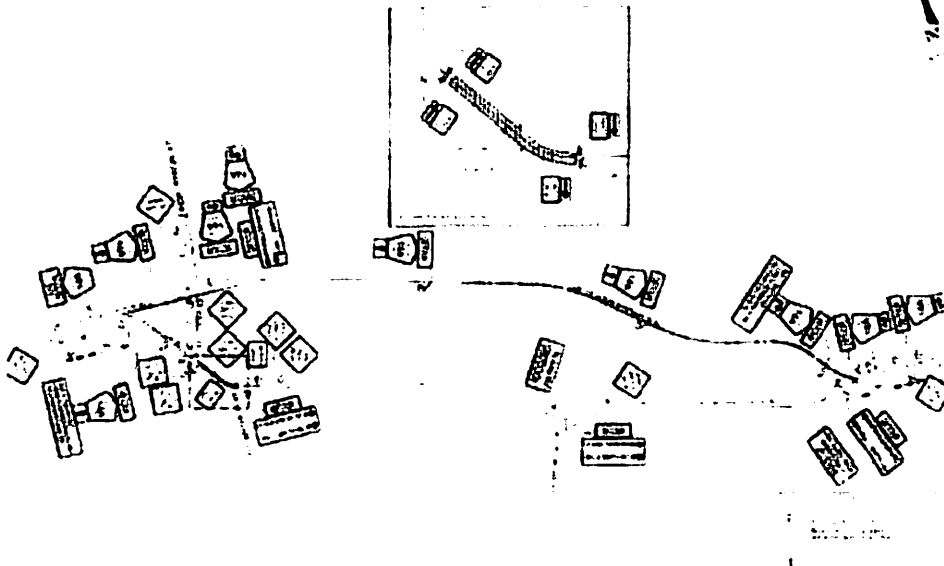
Project Description Bridge Replacement over the CR 14A Econfina River Bridge #384006

Includes a temporary detour route during construction on CR 14A from Donaldson Road to Ira L. Smith Road
Off System Department Construct Agency Maintain

EXHIBIT "B"

(PROPERTY DESCRIPTION)

Detour route during construction of the bridge replacement



Financial Project Id. No. 428573-1-52-01

Federal Id. No. (if applicable)

Project Description Bridge Replacement over the CR 14A Econline River Bridge #384006

Includes a temporary detour route during construction on CR 14A from Donaldson Road to Ira L. Smith Road

Off System Department Construct Agency Maintain

EXHIBIT "C"

(RESOLUTION)

RESOLUTION NO. N/A

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE A CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE CR 14 ECONFINA RIVER BRIDGE NO. 384006.

WHEREAS, The Board of County Commissioners of Taylor County, Florida have been informed that a Resolution is necessary to authorize the Chairperson to execute the Construction & Maintenance Agreement to replace CR 14 Econfina River Bridge No. 384006, and

WHEREAS, the said above mentioned Agreement will allow the Florida Department of Transportation (FDOT) to replace CR 14 Econfina River Bridge No. 384006, and

WHEREAS, the FDOT will use Federal funds to replace CR 14 Econfina River Bridge No. 384006, and

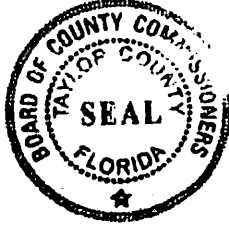
WHEREAS, said above mentioned Agreement will require no financial, project oversight or administrative obligations on Taylor County, and

WHEREAS, the Board has determined that it is in the best interest of Taylor County to execute said above mentioned Agreement; and further, that FDOT's delivery of the project is a preferred method over self-administration, and

WHEREAS, the Board as a Local Agency believes that the FDOT can deliver the CR 14 Econfina River Bridge No. 384006 Replacement with greater efficiency, timing and savings than self-administration.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida, hereby authorize the Chairperson to enter into the CR 14 Econfina River Bridge No. 384006 Replacement Construction & Maintenance Agreement with FDOT.

PASSED AND ADOPTED in regular session this 4th day of January, 2016.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: [Signature]
JOEY DEVANE, Chairperson

ATTEST:

[Signature]
ANNIE MAE MURPHY, Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE AN AMENDMENT TO THE CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE CR 14 ECONFINA RIVER BRIDGE NO. 384006.

WHEREAS, The Board of County Commissioners of Taylor County, Florida have been informed that a Resolution is necessary to authorize the Chairperson to execute the Construction & Maintenance Agreement Amendment to replace CR 14 Econfin River Bridge No. 384006, and

WHEREAS, the said above mentioned Amendment will allow the Florida Department of Transportation (FDOT) to replace CR 14 Econfin River Bridge No. 384006, and

WHEREAS, the FDOT will use Federal funds to replace CR 14 Econfin River Bridge No. 384006, and

WHEREAS, said above mentioned Amendment will require no financial, project oversight or administrative obligations on Taylor County, and

WHEREAS, the Board has determined that it is in the best interest of Taylor County to execute said above mentioned Amendment; and further, that FDOT's delivery of the project is a preferred method over self-administration, and

WHEREAS, the Board as a Local Agency believes that the FDOT can deliver the CR 14 Econfin River Bridge No. 384006 Replacement with greater efficiency, timing and savings than self-administration.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida, hereby authorize the Chairperson to enter into the CR 14 Econfin River Bridge No. 384006 Replacement Construction & Maintenance Agreement Amendment with FDOT.

PASSED AND ADOPTED in regular session this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
PAM FEAGLE, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk