

SUGGESTED AGENDA

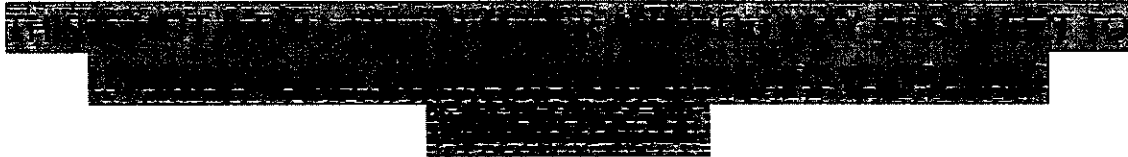
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, DECEMBER 6, 2021
6:00 P.M.

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

888-888-8888 T 917-900-1022

888-888-8888



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

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

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

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

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

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.
5. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSAL DOCUMENTS AND ADVERTISEMENT FOR THE DOCTORS MEMORIAL HOSPITAL SURGICAL STEAM STERILIZER PROJECT, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
6. THE BOARD TO CONSIDER APPROVAL OF REVISED PURCHASING POLICY, AS AGENDAED BY MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR.
7. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE 2021-2022 SMALL COUNTY CONSOLIDATED SOLID WASTE MANAGEMENT GRANT AGREEMENT SC228 INCREASING THE AMOUNT OF FUNDING BY \$3,289.50 AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
8. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE SCOP/SCRAP AND MSTU FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.

BIDS/PUBLIC HEARINGS:

9. THE BOARD TO HOLD A PUBLIC HEARINGS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR INPUT FROM THE PUBLIC AND CONSIDER THE ADOPTION OF A RESOLUTION ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUES.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

10. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO TRANSFER FUNDS FOR JAIL FIRE PANEL REPAIR, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

11. THE BOARD TO CONSIDER APPROVAL OF AUTHORIZATION OF DENNIS HOWELL ROAD (CR 531) BRIDGE #384029 REPLACEMENT AND ADOPT A RESOLUTION ENDORSING FLORIDA DEPARTMENT OF TRANSPORTATION'S (FDOT) DELIVERY AND DESIGN ALTERNATIVES, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
12. THE BOARD TO CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 FOR THE PROPOSED WIDENING/RESURFACING OF SLAUGHTER ROAD UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY ROAD OUTREACH PROGRAM AND AUTHORIZING RESOLUTION, AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ATTORNEY ITEMS:

13. THE COUNTY ATTORNEY TO DISCUSS PARCEL ACQUISITION FOR BEACH ROAD REALIGNMENT.
14. THE COUNTY ATTORNEY TO DISCUSS OPIOD LITIGATION.

COUNTY ADMINISTRATOR ITEMS:

15. THE BOARD TO CONSIDER APPROVAL OF REQUEST FROM TAYLOR COUNTY SCHOOL DISTRICT TO PERFORM TRACTOR WORK AT THE STEINHATCHEE SCHOOL AS AGENDAED BY THE COUNTY ADMINISTRATOR.
16. THE COUNTY ADMINISTRATOR TO DISCUSS POTENTIAL FUTURE COURTHOUSE REMODELING.
17. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
18. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
19. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION

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

www.taylorcountygov.com

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: Request for Proposal for Surgical Steam Sterilizer Project



MEETING DATE REQUESTED: December 6, 2021

Statement of Issue: The board to consider approval of Request for Proposal documents and advertising for Surgical Steam Sterilizer with Generator Project for Doctors Memorial Hospital.

Recommended Action: Approve

Fiscal Impact: TBD

Budgeted Expense: Yes

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Doctors Memorial Hospital has requested utilizing their one cent sales tax dollars to purchase a Surgical Steam Sterilizer.

Background Justification: The current steam sterilizer used to sterilize surgical instruments has neared its end of life. The steam sterilizer is instrumental in sterilizing surgical instrumentation for surgical procedures, specifically, orthopedic cases. The device's life expectancy of the device has resulted in numerous times when the machine has become inoperable causing (1) surgical cases to be delayed, and (2) operating room personnel are forced to perform immediate use steam sterilization or "flash" sterilization of surgical instrumentation (a process not currently recommended by the Agency for Healthcare Administration).

Options: Approve/Not Approve

Attachments: Request for Proposal
Advertisement

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

NOTICE OF REQUEST FOR PROPOSALS

The Taylor County Board of County Commissioners is soliciting bids for Professional Consulting services for **SURGICAL STEAM STERILIZER PROJECT IN TAYLOR COUNTY, FLORIDA.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked: **Sealed bids for "THE STEAM STERILIZER WITH GENERATOR PROJECT IN TAYLOR COUNTY, FLORIDA"** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than 12:00 local time, on August 1, 2021. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at 12:00 local time, or as soon thereafter as practical, on August 1, 2021 at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time or waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **NO FAXED BIDS WILL BE ACCEPTED.**

For additional information and a bid package contact:

LaWanda Pemberton
201 E. Green Street
Perry, FL 32347
(850) 838-3500 Ext 6

lpemberton@taylorcountygov.com

Bid packages may also be obtained from www.taylorcountygov.com

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

GENERAL BID INFORMATION

1. Bid documents shall be obtained from LaWanda Pemberton, County Administrator, 201 E. Green Street Perry, FL 32347 Telephone (850) 838-3500 ext. 6 or lpemberton@taylorcountygov.com. Documents may also be obtained from www.taylorcountygov.com.
2. Bids **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than local time, 2021.
3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **"SURGICAL STEAM STERILIZER PROJECT IN TAYLOR COUNTY, FLORIDA."**
4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**
5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
8. Bids shall be received and respondents announced on 2021 at or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida, 32347.
9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.
10. It is the responsibility of the responders to fully understand and follow all contract expectations.
11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder, who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.
12. Responders must include with the bid E-Verify certification pursuant to F.S.448.095. The E-verify Memorandum of Understanding and Registration Verification may be used for certification.
13. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**

14. Responders who elect to send sealed bids Overnight Express or Federal Express, must send to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347.
15. For additional information, contact

LaWanda Pemberton, County Administrator
201 E. Green Street
Perry, FL 32347
850-838-3500 ext. 6

INTENT AND GENERAL INFORMATION

Taylor County, Florida through Requests for Proposals (RFP), is soliciting proposals from qualified businesses registered to do business with the State of Florida, with the required expertise and capability to perform the services needed to develop Taylor County's Steam Sterilizer with Generator Project herein referred to as ("the Services"). The specific elements are included in the Scope of Work section of this RFP.

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the "RFP"). Under the proposal process of Taylor County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County Procurement Office will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/time will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer's own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

BIDDER INFORMATION

1. Proposal: The bidder's proposal shall include the total bid amount.
2. Bid Form: The bidder is required to complete the Bid Form in its entirety.

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following

SURGICAL STEAM STERILIZER WITH GENERATOR PROJECT IN TAYLOR COUNTY.

De-installation of existing Sterilizer"

Removal and scrap of existing unit

Trade in offer if available

Installation of New Sterilizer:

Uncrating and removing of all crating materials, assemble, set in place, leveling if needed, hook up to building utility connections. Start up and staff training.

Steam Sterilizer:

- Current Chamber Height x Width x Depth
21 x 21 x38"
- Chamber volume range from: 90-100 liters
- Selectable Temperature range from 105 °C to 138 °C (221 °F to 280 °F)
- Power Single Door
- Automatic Steam Boiler Blowdown
- Built in Printer

Electrical Requirements:

Pull separate circuit for 480v 3ph

Door Construction:

- Door Sealing Mechanism: Design and construct to provide an airtight closure of the sterilizer for pressure, water, vacuum and steam service
- The doors shall be sealed using a one piece, easily replaceable silicone gasket, located in a channel groove in the door plate
- The door seal shall engage when the door is closed

Cycle Safeguards:

- Door/Cycle: Cycle shall not begin unless doors are closed, sealed and locked
- Interlocking Doors: once a cycle has been started, unload door cannot be opened until a successful cycle has completed. Load door may be opened after cycle is aborted.

Steam Source:

Steam Boiler with automatic feed water pump

Interior Equipment:

Rack with at least 2 shelves

Start up and instructional training onsite

Shipping/Freight Included

Extended Warranty

Cost of extended 3-5 year warranty

Nearest Service Rep Location:

It is the intent of the County to enter into an agreement with the selected vendor to provide the services. The successful bidder will maintain a list of authorized personnel information, such as address, phone numbers, and social security numbers, to have readily available for the Taylor County Board of County Commissioner.

PROPOSAL RESPONSE REQUIREMENTS

Overview

The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.

Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County.

The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.

A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:

- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.
- b. Limited Liability Company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- c. Individual shall show the Proposer's name and business address.
- d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.

All names shall be printed in ink below the signatures.

The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal form.

The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.

A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

The Proposal shall contain evidence of Proposer's authority and qualification to do business in the state or locality where the Project is located or Proposer shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Proposal. Proposer's state contractor license number, if any, shall also be shown on the Proposal Form.

EVALUATION OF PROPOSALS AND SELECTION PROCESS

Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Administrator.

The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Proposer.

More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.

The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals or entities to perform the Services in accordance with the Contract document.

In ranking Proposals the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer, and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award to more than one Proposer.

The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

CRITERIA	Score
1. Understanding of Services to be Provided	15
2. Organization and Ability of Consultant and Staff	10
3. Relevant Firm Experience	20
4. References on Recent Projects	15
5. Technical Approach	20
6. Cost Proposal	20
TOTAL POSSIBLE POINTS	100

Proposers may be selected for interviews or oral presentations (shortlisted). The County makes no commitment to any Proposer to this RFP beyond consideration of the written response to this RFP. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of interviews and/or oral presentations.

The Proposals deemed best by the selection committee shall be presented by the County Administrator in the form of an Agenda Request to the Taylor County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Administrator.

Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.

Proposers may be selected for interviews or oral presentations (shortlisted).

INTENT TO AWARD AND CONTRACT EXECUTION

The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Proposer to accept this obligation may result in the cancellation of the award.

The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Taylor County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.

The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Proposer(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Proposers at its discretion.

The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment on any or all charges.

After successful posting of the award, the Successful Proposer will be required to enter into the Contract with the County.

STANDARD TERMS AND CONDITIONS

Definitions

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

County means the Taylor Board of County Commissioners (BOCC) and its employees.

Contract means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

RFP means this document, its attachments and any document hereinafter incorporated by reference.

Proposer means any firm, individual or organization submitting a Proposal in response to this RFP.

Successful Proposer means a Proposer who is awarded a Contract as result of the Proposal submitted in response to this RFP.

Proposal Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Proposal. If required, a Proposal bond/deposit shall be for 5% of the amount of the Proposal.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract.

Work or SOW means the scope of work and/or services.

FLORIDA PUBLIC RECORDS LAW AND CONFIDENTIALITY

By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase "PROPRIETARY INFORMATION" on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

CONSTRUCTION AND VENUE

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Proposer's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFP and all of its addendums and attachments
- c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Taylor County, Florida, United States.

TERM OF THE CONTRACT AND TERMINATION

The term of this Agreement shall commence on the date of its execution by the Board of County Commissioner and continue until the completion of the project.

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

JAMIE ENGLISH

District 1

JIM MOODY

District 2

MICHAEL
NEWMAN

District 3

PAM FEAGLE

District 4

THOMAS DEMPS

District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk

Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone

(850) 838-3549 Fax

**LAWANDA PEMBERTON,
County Administrator**

201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6
Phone

(850) 838-3501 Fax

**CONRAD C. BISHOP, JR.,
County Attorney**

Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone

(850) 584-2433 Fax

PROJECT IDENTIFICATION: **SURGICAL STEAM STERILIZER PROJECT IN TAYLOR COUNTY, FLORIDA.**

THIS BID IS SUBMITTED TO:

Clerk of Courts, Taylor County
1st Floor Courthouse
108 N. Jefferson Street
Perry, Florida 32347

BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents for the professional services for the Steam Sterilizer with Generator Project in Taylor County. Bidder agrees to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.
 - (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

- (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.
- (f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.
4. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the time specified in the Agreement.
5. Communications concerning this Bid shall be addressed to:
- LaWanda Pemberton, County Administrator
201 E. Green Street
Perry, FL 32347
(850) 838-3500 ext. 6
lpemberton@taylorcountygov.com
6. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

SUBMITTED on _____, 2021

IF BIDDER IS:

AN INDIVIDUAL:

By _____ (seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.: _____

A PARTNERSHIP:

By: _____ (seal)
Firm Name

General Partner: _____

Business Address: _____

Telephone No.: _____

A CORPORATION:

By: _____ (seal)

State of Incorporation: _____

By: _____ (seal)

Name of Person Authorized to Sign

(Corporate Seal) _____

Title

Attest: _____ As Secretary

Business Address: _____

Telephone No.: _____

Date of Qualification To Do Business Is: _____

BID CHECK-LIST

Check Items Included

With Bid:

- _____ 1. Written Bid Quotation.
- _____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Bid Considerations (**MUST BE INCLUDED WITH BID**).
- _____ 3. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State. (**MUST BE INCLUDED WITH BID**).
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3) (a) (**AFFIDAVIT MUST BE INCLUDED WITH BID SPECIFICATIONS**).
- _____ 5. If a Bid Bond is required, it must be submitted with the bid in the amount of five percent (5%) of the bid amount.

If a performance Bond is required, the successful bidder must provide same prior to the County accepting the contract.
- _____ 6. E-Verify certification is required, (**MUST BE INCLUDED WITH BID**).
- _____ 7. Hold Harmless, Release and Indemnify Agreement (**MUST BE INCLUDED WITH BID**)

The Bid Check-List must be included with the submitted bid.

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is _____ and my relationship to the entity
named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A. A predecessor or successor of a person convicted of a public entity crime: or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of

_____, _____.

NOTARY PUBLIC

My commission expires: _____

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

SURGICAL STEAM STERILIZER WITH GENERATOR PROJECT

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

DONE AND EXECUTED this _____ day of _____, 2021,

WITNESS:

STATE OF FLORIDA
COUNTY OF TAYLOR

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

Witness my hand and official seal this _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 2021, by

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

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

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

November 12, 2021

VIA E-MAIL AND REGULAR MAIL

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

Re: Surgical Steam Sterilizer

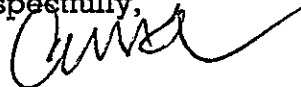
Dear LaWanda:

Pursuant to your request, please find enclosed a draft of an Agreement for the above.

Please review this draft and if you have any questions, please give me a call.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

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

TAYLOR COUNTY SURGICAL STEAM STERILIZER WITH GENERATOR

AGREEMENT made this _____ day of _____, 202__, between, THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, hereinafter called the **COUNTY**, and _____, hereinafter called the **CONTRACTOR**.

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

1. SCOPE OF WORK.

The **CONTRACTOR** shall provide all equipment and materials in strict accordance with the specification of the **COUNTY** and other documents herein mentioned which are a part of this Contract in connection with the following:

SURGICAL STEAM STERILIZER WITH GENERATOR PROJECT IN TAYLOR COUNTY

De-installation of existing Sterilizer

Removal and scrap of existing unit

Trade in offer if available

Installation of New Sterilizer:

Uncrating and removing of all crating materials, assemble, set in place, leveling if needed, hook up to building utility connections. Start up and staff training.

Steam Sterilizer:

- Current Chamber Height x Width x Depth 21 x 21 x 38"
- Chamber volume range from: 90-100 liters
- Selectable Temperature range from 105°C to 138°C (221°F to 280°F)
- Power Single Door
- Automatic Steam Boiler Blowdown
- Built in Printer

Electrical Requirements:

Pull separate circuit for 480v 3ph

Door Construction:

- Door Sealing Mechanism: Design and construct to provide an airtight closure of the sterilizer for pressure, water, vacuum and steam service
- The doors shall be sealed using a one piece, easily replaceable silicone gasket, located in a channel groove in the door plate
- The door seal shall engage when the door is closed

Cycle Safeguards:

- Door/Cycle: Cycle shall not begin unless doors are closed, sealed and locked
- Interlocking Doors: once a cycle has been started, unload door cannot be opened until a successful cycle has completed. Load door may be opened after cycle is aborted.

Steam Source:

Steam Boiler with automatic feed water pump

Interior Equipment:

Rack with at least 2 shelves

Start up and instructional training onsite

Shipping/Freight Included

Extended Warranty

Cost of extended 3-5 year warranty

Nearest Service Rep Location:

It is the intent of the County to enter into an agreement with the selected vendor to provide the services. The successful bidder will maintain a list of authorized personnel information, such as address, phone numbers, and social

security numbers, to have readily available for the Taylor County Board of County Commission.

2. **TERM OF CONTRACT.** This contract is for the period of _____, 2021 through _____, 20____.

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

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

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

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

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

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

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

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

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

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

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

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

12. Contract shall be governed by the laws of the State of Florida.

IN WITNES WHEREOF, the parties hereto have caused this instrument to be executed in _____ original counterparts this _____ day of _____, 202__.

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

BY: _____
THOMAS DEMPS, Chairperson

BY: _____
CONTRACTOR

ATTEST:

GARY KNOWLES, Clerk

WITNESS: _____
FOR THE CONTRACTOR

WITNESS: _____
FOR THE CONTRACTOR

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	THE BOARD TO CONSIDER APPROVAL OF REVISED PURCHASING POLICY.
MEETING DATE REQUESTED:	DECEMBER 6, 2021

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF REVISED PURCHASING POLICY TO BE INCLUSIVE OF FEDERAL MANDATES AND PROCUREMENT CHANGES.

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: MARSHA DURDEN

Contact: 850-838-3500 EXT. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: New Federal guidelines were released in 2021 requiring grant and sub-grant recipients to amend procurement processes to meet requirements for federal grant awards. In addition, the County has historically utilized the Florida Sheriff's Association (FSA) for procurement of large purchases. They have partnered with the Florida Association of Counties and offer their contract pricing to local government agencies in addition to Sheriffs' departments. Staff would like to add the FSA to the purchasing policy to be considered as a part of state contract pricing. Staff would also like to add milling to the list of exemptions from the quote process for the expediency of road repairs. Staff requests that the Board consider approval of revising the purchasing policy to be specifically inclusive to the items stated above.

Options: APPROVE/DENY

Attachments: REVISED PURCHASING POLICY
FEDERAL GUIDELINES
FLORIDA SHERIFF'S ASSOCIATION ELIGIBILITY

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

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

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

November 15, 2021

VIA E-MAIL AND REGULAR MAIL

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

Re: Local Preference Ordinance

Dear LaWanda:

This is to confirm our telephone conference on Friday, November 12, 2021 about the above.

I feel like we can follow the Federal Requirements without changing our Ordinance, but I have made a call to see if another county has this issue.

I didn't get an answer because there hasn't been a call back yet.

As soon as I do, I will let you know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

- Fleet Conference (<https://www.flsheriffs.org/law-enforcement-programs/conferences#fleet>)

Need Assistance?

Email us at cpp@flsheriffs.org (<mailto:cpp@flsheriffs.org>) or call 850-877-2165

Eligibility to Purchase

Contract pricing will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county sheriffs, county government, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement.

The State of Florida, Department of Management Services, Division of State Purchasing administers statewide contracts and agreements for use by Florida State agencies, local governments, educational institutions, and other entities as defined in 60A-1.005, Florida Administrative Code.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

Staff Contacts

she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

- (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)
 - (1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§200.319 Competition.

- (a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.
- (b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
- (f) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

- (a) **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement



Taylor County

Board of County Commissioners'

Policy Manual

Policy #:	Title:	Amended Policy Approval Date:
3.00	PURCHASING POLICY	08/17/2021

PURPOSE

The purpose of this policy is to establish uniform guidelines for the procurement of materials and services. The manual is intended to help the departments understand the system, duties, and responsibilities of those involved in the purchasing process and to provide a foundation for effective, consistent and complete consideration of all aspects of the procurement task.

It shall be the individual responsibility of each county employee involved in the procurement process to understand and adhere to the adopted purchasing policies, procedures and regulations of Taylor County and the State of Florida. The payment of any unauthorized purchases shall be the sole responsibility of the person placing the order.

This purpose of this policy is to also establish guidelines for sub-recipient procurement and to provide guidance for meeting the requirements under 2 CFR including 2 CFR part 200.322 for Procurement of Recovered Materials, including compliance with section 6002 of the Solid Waste Disposal Act, and Appendix II to 2 CFR part 200 for Contract Provisions for Non-Federal Entity Contracts under Federal Awards. This policy is intended to replace policy 3.01.01 The Responsibilities and Functions of the Purchasing Department and policy 3.01.05.01 Purchasing Levels of Authority.

SECTION 1

THE RESPONSIBILITIES AND FUNCTIONS OF THE PURCHASING DEPARTMENT

Purchasing is responsible for establishing and administering purchasing policies; initiating reports necessary to permit analysis of purchasing performance; and the analysis and comparison of prices paid for inventory materials. The purchasing Department provides purchasing assistance to all the departments under the Board of County Commissioners and aids assists any constitutional office that requests assistance in purchasing.

The primary objectives are:

- To procure supplies at the least expense to the County while insuring quality.
- To promote an understanding of sound purchasing policy and procedures throughout all the departments of the County.
- To determine the most efficient and economical means of securing an item or service without sacrificing desirable control and principle of sound purchasing practices.
- Encourage competition and endeavor to obtain as full and open competition as possible on purchases.
- Work with the departments to promote good will between the County and its suppliers.
- To exchange ideas and information with other public purchasing agencies.

The Purchasing department shall serve as the central purchasing unit of Taylor County and develop and administer operational procedures governing the internal functions of this area. Except as otherwise specifically provided in this policy, the Purchasing Department shall in accordance with regulations promulgated by the Board of County Commissioners: purchase or supervise the purchase of supplies, materials, or equipment, defined within the scope of this policy. This department is tasked to determine when it is more economically feasible to

purchase in bulk rather than on an individual basis. The purchasing department along with the County Administrator is responsible for administering the procurement of goods and services.

VENDORS

We strive to maintain strong enduring relationships with vendors of proven ability and desire to meet our needs. To accomplish this, our purchasing activities will be conducted so those vendors will value our business and make every effort to furnish our requirements on the basis of quality, service and price.

New sources of supply will be given due consideration, as multiple sources of supply are necessary to ensure availability of materials.

A vendor may be removed from the County's bid list in the event that the vendor does not fulfill their obligation to the County. The Purchasing Department is responsible for monitoring vendor performance. Departments are to submit a Vendor Performance Evaluation Form (Exhibit A) to the Purchasing office when problems are experienced. Purchasing will then investigate the problem. Removal from the County's bid list will be by joint concurrence of the County Administrator and the purchasing department after carefully reviewing all performance feedback from other departments.

A vendor may be reinstated on the County's bid list by petitioning the County Purchasing department. Re-entry into the system would be after the petitioning vendor has provided

sufficient evidence to satisfy the County Administrator that the problems previously encountered have been corrected.

SECTION 2

THE RESPONSIBILITIES OF DEPARTMENT HEADS

Use preplanning in order to have the goods available when needed without relying upon emergency purchasing procedures. Emergency purchases should be kept to an absolute minimum!

Provide the purchasing department with a clear set of specifications on all items, with an individual cost of \$500 or more, needed by their department.

Assist the purchasing department by suggesting the names of vendors that have access to the particular items being requested, especially technical items.

No department head has the authority to order purchases until they have received a purchase order.

Maintain with the purchasing department current authorization of any individual designated to sign requisitions in their absence.

Insure all personnel are aware and adhere to ALL purchasing procedures.

SECTION 3

THE REQUISITION

The primary role of the County's purchasing department is to meet valid needs for materials, goods, services, or equipment by providing the right products/services in the right quantity, at the right price, at the right time, and at the right place. To accomplish this, it is necessary for the various departments to inform purchasing of their requirements by the preparation of a requisition. The purchase requisition serves to inform the purchasing department of the needs of a specific user department and to correctly define the material or service requested. The requisition is not an order, merely the authorization for purchasing to begin the process for procuring the item(s) or service(s) in accordance with the established county policies and procedures.

The procedures that are set forth in the following parts of this manual have been established as a tool used by purchasing for the processing of all requisitions received. The purchasing process begins when a department initiates a requisition. It is necessary to establish certain facts so that the requisition can be properly processed for a purchase order.

COMPLETING THE REQUISITION FORM (EXHIBIT B)

The instructions that follow outlines the proper step by step method for completion of the requisition form:

- Requisition number will be determined by purchasing.
- Vendor: Identifying information about the vendor.

- Ship to: Department and street address for delivery of goods.
- Quantity: Indicate each item and the quantity desired by the unit of measure such as: each, doze, gross, carton, case, gallon, pound, etc. If you are order by carton or case, please indicate the carton or case count on the requisition.
- Item: List the vendor's part number.
- Detailed Description: Give a careful and precise description of the specifications of an item desired (i.e. size, dimensions, type, weight, construction of item and/or equipment, and other pertinent information. If applicable, please provide a manufacturer's brand name and model for the purse of establishing a standard of quality. Requisitions with insufficient information will be returned to the department.
- Unit: Cost per unit.
- Amount: Quantity times unit cost equals amount.
- Date: The date the requisition is submitted to purchasing.
- Authorized Signature: To be signed by the department head or authorized designee.
- Department: The four numbers issued by finance for the particular department, which the expenditure should be charged against.
- Account Code: 5-digit line item code.

ITEMS WITH THE INCORRECT DEPARTMENT/ACCOUNT CODE WILL BE
RETURNED TO THE DEPARTMENT.

PROCEDURES FOR ROUTING REQUISITIONS

The steps that follow present in general terms, the procedures for routing the requisitions, and are presented to create awareness and understanding to all involved in the acquisition process:

- The user department completes the requisition as outlined in the previous section.
- Purchasing will prepare new vendor forms when the desired vendor is not already in the system. Departments may be asked to assist with providing vendor information such as w-9.
- Requisitions, and if applicable, additional information are forwarded to purchasing.
- Requisitions are then processed in accordance with guidelines set forth in this manual and subsequent amendments.

EMERGENCY PURCHASES

The department head or designee may make or authorize others to make emergency purchases without competitive bidding when there exists a threat to public health, welfare, or safety. This shall be considered to also mean those situation where the operation of a department would be seriously impaired if immediate action was not taken. The following procedures shall govern:

- The department head or designee shall prepare requisition and then specify in writing on the requisition the details of the emergency and additionally complete the Emergency Certification Form (Exhibit C).
- When an emergency occurs during non-business hours and a delay would be detrimental to Taylor County, with the approval of the County Administrator, the department head or designee shall initiate an emergency purchase. Purchasing shall be furnished with proper documentation on the next workday. The purchase order will then be prepared by purchasing.

Note: Poor planning does **not** constitute an emergency situation.

CAPITAL OUTLAY PURCHASES

Each budget year, the Board approves proposed capital outlay purchases for all departments. All items charged to a capital outlay account will be in excess of an amount established by the Board of County Commissioners and have a life expectancy of more than one year.

SOLE SOURCE PURCHASES

The purchasing procedure will allow for the exemption of sole source purchases from the competitive bidding when it is clearly determined to be impractical to procure through the competitive bidding process.

Some examples of generally accepted Sole Source guidelines are as follows:

- Proprietary Item/Service
- Parts/Equipment not interchangeable with similar parts from another manufacturer (compatibility).
- Only known item that will meet the specialized needs of the department to perform the intended functions.
- Parts/Equipment are required as part of an ongoing standardization process.

All Sole Source requests must be explained fully on the requisition and a Sole Source Certification Form (Exhibit D) must be completed. The purchasing department is responsible to verify sole source guidelines are followed.

YEAR END PURCHASES

The purpose of this section is to establish cut off dates and procedures for submittal and processing both year-end purchase requisitions for the current fiscal year and start-up purchase requisitions for the upcoming fiscal year.

This procedure is necessary to allow for the purchase, receipt, and payment of goods and services before September 30 of each fiscal year. This will assist Finance and Accounting in the timely preparation of the annual financial statements.

The procedure applies to all departments reporting to the Board of County Commissioners, and other agencies that have budgets authorized by the Board of County Commissioners.

Schedule for Submitting Requisitions

On an annual basis, the following time schedule will be followed:

September 1st: Cutoff date for receipt of requisitions in which normal ordering time is more than 3 weeks. Purchases that cannot be received and billed prior to September 30 may result in charges being incurred in the new fiscal budget year.

October 1: Processing of all requisitions for new fiscal year begins.

SECTION 4


THE PURCHASE ORDER

The department must check the availability of funds, prior to submitting a requisition. If the line item has insufficient funds, the Board of County Commissioners must approve a budget transfer prior to the purchase order being issued. In order for necessary purchase orders to be issued, the Board may choose to allow the Finance Director to temporarily approve normal transfers between Board meetings. The purchase order is the vendor's authorization to ship supplies, materials, equipment or to perform services specified therein. It constitutes a contract between the County and the vendor, and as such, it is a legal document and may not be changed by anyone other than the purchasing department or a duly authorized representative. The County Administrator, purchasing department or assigned designee is the only persons authorized to sign the purchase order.

PURCHASE ORDER EXEMPT ITEMS/SERVICES

An approved purchase order must be obtained in advance of obligation of any County funds.

Exceptions to this rule are:

- Salaries by position, which were included in the agency's annual budget.
- Travel expenses incurred in the course of official duties for a county employee.
- Routine overhead costs, permits, insurance and registration such as; natural gas, electricity, water, phone, and recurring garage collection.
- Hospital bills.
- Social Services indigent care.
- Medical services.
- Newspaper advertisements.
- Lime rock.
-  Asphalt millings.
- Fuel.

When advance payment is required, the department is to note "prepayment" on the receiver or complete the Request for Vendor Payment Form (Exhibit E) and send to Finance and Accounting.

BLANKET ORDERS

A blanket purchase order is a purchase order with a maximum dollar limit. Each department head will be responsible for monitoring their individual blanket purchase order to insure that purchases are made within the guidelines and dollar limits set forth. Individual blanket purchase orders will be issued per department and per line account number.

The primary purpose of the purchase order is to state the agreement between the County and vendor. In addition, it authorizes deliver of the purchased material. Copies of the purchase order serves the purpose of notifying and advising all other affected departments of the details of the transaction. The purchase order is an essential document and control in the County's Financial System. A copy of the purchase order also serves as an accounting document for posting charges against the proper budget classification account. These charges, identified as "encumbrances," are utilized in the County's accounting system to ensure against over-expenditures. Also, the encumbrances serve to retain sufficient balances in reserve to pay for all purchase orders that have been issued, regardless of whether the invoice has been received or not.

THE RECEIVING REPORT

The receiving report, is a copy of the original purchase order. The ordering department will hold the copies in an open order file pending receipt of the materials, equipment, goods, services or construction. Upon delivery of the materials, equipment or goods, the designated employee will pull the appropriate receiving report, make an actual count of each item received and circle the count in the quantity column. Suitable inspection of delivered items will be made as a part of the count. Apparent discrepancies between the kind of goods ordered and received or evidence of damaged materials should be noted on the receiving report. Packing slips and delivery tickets should be attached to the receiving report and forwarded to Finance and Accounting. The completed receiving report must be signed and dated by the person who made the count. All receiving reports are to be sent to Finance and Accounting immediately. Do not hold receiving reports awaiting invoices. All vendors are instructed to send all invoices directly to Finance and Accounting. Finance and Accounting will NOT forward original invoices to departments where an itemized purchase order exists. Finance and Accounting at its discretion may make specific exceptions to this rule where specific circumstances make it justifiable.

PARTIAL RECEIPT OF GOODS OR SERVICES

A photo copy of the receiving report must be neatly marked for quantities received, signed and dated by the person making the count, countersigned if necessary and immediately forwarded to Finance and Accounting. Do not hold receiving reports awaiting invoices. All vendors are instructed to send all invoices directly to Finance and Accounting. Finance and Accounting will NOT forward original invoice to departments where an itemized purchase order exists. Finance and Accounting at its discretion may make specific exceptions to this rule where specific circumstances make it justifiable.

FINAL AFTER A PARTIAL

The original receiving report is marked for the amounts received in the final shipment, signed and dated by person making the count, and immediately forwarded to Finance and Accounting. Do not hold receiving reports awaiting invoices. All vendors are instructed to send all invoices directly to Finance and Accounting. Finance and Accounting will NOT forward original invoice to departments where an itemized purchase order exists. Finance and Accounting at its discretion may make specific exceptions to this rule where specific circumstances make it justifiable.

PAYMENTS

Payment of properly approved invoices, accompanied by proper evidence that the product has been accepted and received in good order in accordance with specifications, will be paid after approval by the Board of County Commissioners.

PURCHASING LEVELS OF AUTHORITY

The purchasing department is the only department authorized to issue purchase orders. For purchases of single items less than \$2,500 best purchasing practices should be used with purchase orders authorized by department heads. Purchase orders with a per unit cost of \$2,500-

\$34,999 will be authorized by the department head and County Administrator. Three written quotes are required if available. If three quotes are not available the "No quotes" must still be documented in writing including a copy of the email or fax requesting the quote. All requests for quotation should contain a written specification.

Note: Regardless of the number of individual items purchased or exemptions in the purchasing manual, any purchase order cumulatively totaling \$15,000 or more must be approved by the County Administrator or designee.

Certain purchases may be exempted from the purchasing and/or bid process as defined in the policy (such as vehicles bought under state contract etc.).

Note: The requesting department shall pay particular attention to the contract/services agreements which have the potential to exceed to \$50,000 limit over the life of the contract.

The local vendor preference ordinance remains in effect (Chapter 2 Article VI).

PAYMENT REQUESTS WHERE DIFFERENCES OCCUR BETWEEN INVOICES AND PURCHASE ORDER

The determination of differences between invoices and purchase orders is the responsibility of Finance and Accounting.

- The invoice shall be reviewed for propriety by Finance.
- The invoice shall be audited for correctness, proper signatures, and receiving report.
- If the invoice is appropriate it shall be paid.

CHANGES TO THE PURCHASE ORDER

Corrections amounting to 10% or more of the total purchase order amount are to be made via a formal change order. If a department feels there is a need to alter a purchase order or cancel a

purchase order they must submit their request to the purchasing department. Purchasing will notify Finance and Accounting. Finance and Accounting has final authority over account codes.

Note: A change order cannot be completed on a blanket purchase order. Also note, that a change order may be needed if the items received do not match the items on the purchase order.

PETTY CASH PROCEDURES

Petty cash funds are for making small purchases that cannot be made through the normal purchasing procedures. No single item expenditure from any petty cash fund shall exceed \$50.00 nor shall any total purchase from such fund exceed \$150.00 except when authorized by the Finance Director. Registration shall not be paid out of petty cash without prior approval of Finance and Accounting. Neither shall any amounts be expended from a petty cash fund for the purchase of equipment or payment of salaries. Expenditures from a petty cash fund shall be reimbursed as needed. Provided such expenditures:

- Are supported by itemized signed vouchers (vouchers are to be signed by the department head or a duly authorized designee). Cash and paid receipts must always equal the authorized fund balance amount. The check request form supported by receipts charged against the account shall be processed to obtain a check payable to the petty cash account.
- Qualify under the law as a legitimate public purpose.
- Are included within the approved annual budget of the agency.

A full accounting of all petty cash funds shall be made to Finance and Accounting in the course of periodic reviews of the accounts and records of the County Commission.

Petty Cash funds with bank accounts should be established in a name other than Taylor County, since these funds are not County deposits according to Chapters 280 and 136 Florida Statutes.

Petty Cash funds are a personal liability of the department head to whom the amount is advanced.

SECTION 5

BID PROCESS

This section defines the appropriate bid process utilized for purchasing materials, goods, services, construction or equipment of both specific dollar ranges or specific purchase types and the general procedures involved.

AUTHORITY/APPROVALS

Qualified bidders shall be determined based on the following criteria:

- Ability to deliver the product or perform the contract in a timely manner and consistent with county requirements.
- Experience and past performance.
- Acceptable warrant/guarantee of future maintenance and service.
- Possession of current licenses and certifications (when applicable).

GENERAL INFORMATION

PURCHASES OF SINGLE ITEMS LESS THAN \$500

No quotation required. The purchasing department may place such orders based upon their experience and knowledge of pricing factors. Periodically, prices will be checked to insure the best price is being received. The department head or designee will sign requisitions for these purchases.

PURCHASES OF SINGLE ITEM COSTS \$500 TO \$1,499.99

For single item purchases \$500 or more but less than \$1,500; at least three (3) quotations shall be obtained if purchases do not qualify under the below listed categories. Quotes may come via phone or fax.

- Purchases at a price equal to or less than those prices on established County, State, Federal, the Florida Sheriff's Association, or other contract lists that have met the Florida procurement guidelines stated in Florida Statutes or are otherwise exempt from bidding.
- All supplies, materials, equipment, construction, or services purchased from another unit of government.
- Emergency purchases as provided in this manual.
- Sole Source purchases as provided in this manual.
- When the product is being procured directly from the manufacturer and/or standardization is determined necessary.
- Repairs shall be exempted.
- Purchases of used equipment, each such purchase shall be supported by one equipment appraisal report from the vendor.
- Library/Training Media and Materials – the purchase of library books, education and/or personnel tests, textbooks printed instructional materials, reference books, periodicals, databases, indexes, library media materials, e.g. audio and video cassettes, film strips, films, sound recordings, computer software, etc., and printed library cards.

Note: education and/or personnel tests, data bases, and computer software are exempted for all departments.

- Purchases of real property.

PURCHASES OF SINGLE ITEM COSTS \$1,500-\$34,999.99

Requests for a single item purchase within these limits will follow the same requirements as purchases of \$500 or more. In addition to those requirements, the requesting department shall include a justification for these purchases. The purchase requisition will be jointly reviewed and approved by the County Administrator and purchasing department prior to a purchase order being issued.

PROCUREMENT OF RECOVERED MATERIALS

In compliance with section 6002 of the Solid Waste Disposal Act and 2 CFR part 200.322, the County and its Contractors procure only items designated in EPA guidelines at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. The County and its Contractors will procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

FORMAL BIDS

Normal requests for a commodity or service, which is anticipated to exceed \$35,000 or more in cost, shall be subject to the formal competitive bidding. Purchases subject to formal competitive bidding shall be awarded by the Board of County Commissioners.

The local vendor preference ordinance remains in effect (Chapter 2 Article VI).

COMPETITIVE BIDDING PROCESS

The following competitive bidding process shall be accomplished as follows:

- Purchases of \$35,000 or greater shall require advertising for sealed bids provided they are not on established county, state, federal or other negotiated contract lists that have met the Florida procurement guidelines stated in the Florida Statutes or are otherwise exempt from bidding in compliance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Departments needing to bid purchases or services must first present a draft bid package to the board for approval to go out for bids. Written specifications shall be clear, definite, and conform to standard specifications and shall be as general as possible in order to insure a variety of bidders.
- The County Administrator or designee shall have the responsibility of establishing a bid committee composed of department heads, and other county personnel when preparing specifications and evaluation of bids. The bid committee shall be composed of no less than three (3) members with one member designated as chairperson. A pre-bid conference shall be held if it's in the best interest of the County. The committee chairman shall be responsible for arranging pre-bid conferences, exhibits or demonstrations by vendors interested in presenting their products. The County has the option to require mandatory attendance of bidders at pre-bid conferences. The County shall have the right to reject any bid where the bidder fails to attend a mandatory pre-bid conference.
- Bids and quotations shall be opened at a regular scheduled board meeting. The bid invitation will include the designated time and place of the bid opening.
- Bids and quotations received late shall be returned to the bidder unopened with a notation on the bid of the time received.
- No bid may be withdrawn prior to the Board action without written consent of the Clerk of Court.

- Recommendations to the Board for action shall be determined on the basis of the lowest and/or best responsible qualified bid which meets specifications with consideration being given to specific quality of the product, its conformity to the specifications, its suitability to county needs, the delivery terms and the service and past performance of the vendor. In the case of identical qualified bids, the recommendation shall be made for the local vendor, or if there is none, the vendor who has the longest consistent reliable service to the County or by casting lots. Any rejection or recommendation other than the low bid shall be accompanied by a written statement of the Bid Committee giving reasons and justification for such action.
- After bids and quotations have been opened and tabulated, they shall be made available to those persons present who wish to study and/or copy them. Original copies of bids and quotations shall not be removed from the custody of the Clerk's office.
- Any person or firm wishing to protest a recommendation of the bid committee must submit a written protest to the Clerk of Court within three (3) days after the bid committee's meeting. The protest must clearly state the grounds for such protest and include documentation to support the protest. The Chairperson of the Board convene a bid protest review committee consisting of three (3) persons, one of which shall be a County Commissioner to conduct an informal hearing concerning the protest. The bid protest review committee shall present a written report of its findings to the County Commissioners at the Commission meeting that will consider the bid award.
- Final action on any bid shall be the decision of the Board in open session.
- No employee of the Board or Board Official shall use bid prices or receive any other preferential treatment in the making of personal purchases.
- No employee or Board Official shall make purchases for personal use through a department or the County.

- Payment of properly approved invoices, accompanied by proper evidence that the product has been accepted and received in good order and in accordance with specifications, shall be paid after approval of the Board of County Commissioners.
- The Board may authorize the negotiation of the purchase of additional commodities and services with the bid recipient as long as these additional commodities and services are related to the original bid. The Board may authorize additional purchases under a bid quote provided the vendor is in agreement and the bid is under one (1) year old. The Board may authorize negotiating with the bid recipient to reduce the cost to the County by changes in the base bid specifications.

See Exhibit G for the General Bid Considerations Form and Public Entity Crimes Form, which shall be part of all bid packets.

EXEMPTIONS FROM THE BIDDING PROCESS

The following types of purchases shall be exempt from any bidding requirements as set forth in this Purchasing manual:

- All supplies, materials, equipment, or services purchases at a price established by state, federal, county or other contracts that have met the Florida procurement guidelines or at a price equal to or less than those prices.
- All supplies materials, equipment, construction, or services purchased from another unit of government.
- Emergency purchases as provided in this purchasing manual.
- Sole Source purchases as provided in this purchasing manual.
- When the product is being procured directly from the manufacturer and/or standardization is determined necessary.

- All repairs shall be exempted.
- All purchases of used equipment must be approved by the County Administrator. The County Administrator may request an equipment appraisal.
- Library/Training Media and Materials. The requirements for bids from two(2) or more sources are waived for the purchase of library books, education and/or personnel tests, textbooks, printed instructional materials, reference books, periodicals, databases, indexes, library media materials, e.g. audio and video cassettes, film strips, films sound recordings, computer software etc. and printed library cards.
- Social Services (e.g., burials and indigent patient services).
- Advertisements
- All purchases of real property having a value of fifty thousand dollars (\$50,000) or less; however, each purchase shall be supported by two (2) current, independent appraisal reports prepared by different MAI (Member of Appraiser's Institute) appraisers within eight (8) months of the proposed purchase.
- Services of a professional nature, including engineering, land surveying, architectural, and landscape architectural services controlled by Section 287.055, Florida Statutes; and medical and legal services.

BID BONDS

Each bid on a public construction project estimated to exceed \$100,000 in cost must be accompanied by a bid bond payable to Taylor County for five percent (5%) of the total amount of the bid. The bid bond may be in the form of a certified or cashier's check payable to Taylor County or a bond issued by a surety qualified to do business in the State of Florida. When the bids have been opened and compared, the County will return the bonds of all except two (2) lowest

responsible bidders. When a contract is executed by the lowest responsible bidder and the public construction bond required by Section 255.05, Florida Statutes, together with certificates evidencing proof of necessary insurance requirements shall be properly executed and furnished to Taylor County, then the bid bonds of the two (2) lowest bidders shall be returned. If the lowest responsible bidder does not enter into the contract required by the County within thirty (30) days after written notice of award of contract and furnish to the County the required public construction bond along with proof of insurance as required in the bid documents; the mount of the bid bond of the lowest responsible bidder shall be forfeited to the County and the County may proceed to enter into a contract with the second lowest responsible bidder.

PUBLIC CONSTRUCTION BOND

On each public construction project exceeding \$100,000 in cost, the successful bidder shall provide to the County within thirty (30) days after written notice of award a public construction bond in accordance with the provisions of Section 255.05, Florida Statutes, in the amount of one hundred per cent (100%) of the contract price issued by a corporate surety approved by the County and qualified to do business in the State of Florida.

ATTORNEYS-IN-FACT

Attorneys-in-fact who sign bid bonds or public construction bonds must file with each bond a certified and effective dated copy of their power of attorney.

INSURANCE REQUIREMENTS

All public construction projects shall require the contractor to secure all insurance requirements in the bid documents and specifically name the county as “additionally insured” on the certificate(s). Insurance requirements shall be set by the Board of County Commissioners and may vary

depending on the scope of work. However, they shall never be less than the minimum amounts prescribed by law.

IRREVOCABLE LETTER OF CREDIT

Upon approval of the County Administrator, a contractor may present an irrevocable letter of credit from a national or state chartered bank in lieu of any of the foregoing bonds for the same face value as required for the bond. The letter of credit shall be for a period of time not less than three months beyond the scheduled completion date.

PUBLIC ENTITY CRIMES STATEMENT

Where applicable, contractors and vendors shall be required to submit a Public Entity Crime Statement pursuant to F.S.287.133.

PUBLIC INSPECTION

All bid proposals, written quotations, and any associated documents shall be made available to the general public for inspection at any time following the bid opening date and time or deadline.

E-VERIFY

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractors and vendors shall be required to submit a copy of E-Verify certification, pursuant to F.S.448.095.

CONFLICT OF INTEREST

In compliance with F.S.200.318(c) (1), no employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Taylor County is resolute in providing a fair and equitable bidding process, and violations of the Conflict of Interest policy herein will result in progressive discipline up to and including termination.

FRAUDULENT MISCONDUCT AND ANTI-FRAUD AWARENESS

All purchasing and procurement goes through a minimum of a three step approval process.

All invoices and accounts payable goes through a minimum of a four step approval process.

All grant funding projects and purchases adhere to steps 1 and 2 as well as the policies and procedures of the funding agency, and the terms of executed grant contracts.

All property with a value of more than \$5,000 is inventory tagged, tracked, and electronically maintained by the Board of Commissioners. Inventory is taken at a minimum annually. All Department Heads are responsible for all equipment and capital items in their assigned departments, and these responsibilities are clearly outlined in the inventory/tangible personal property manuals.

Elected officials, employees, appointed advisory boards/committees, and anyone who has a business relationship with Taylor County must abide by County anti-fraud policies and procedures. As a means to ensure all possible measures are taken by the County to eliminate any type of contractor fraud, bid submission documents and contracts may contain and require execution of the documents as listed in the purchasing policy. Any elected official, employee, appointed advisory board or committee member, or anyone who does business for or with Taylor County, who suspects dishonest or fraudulent behavior or activity should notify the Taylor County Personnel Manager at 850-838-3500 ext. 113, or the County Administrator's office at 850-838-3500 ext. 106 immediately. The complainant may be required to sign a written statement if the complaint is valid and requires action. Employees may also remain anonymous when contacting the Personnel Manager and/or the County Administrator's office. All employees are protected from adverse actions resulting from reporting suspected fraud or associated misconduct as per Florida Statutes 112.3187-112.31895. Taylor County prohibits retaliation for the reporting of suspected fraudulent or dishonest activity.

The reporting individual should not contact the suspected individual(s) in an effort to determine the facts, discuss the complaint, or demand restitution. The reporting individual should not discuss the case, facts, suspicions, or allegations with anyone other than the Personnel Manager and/or County Administrator unless directed to do so by the County Administrator and/or the County's legal counsel. It shall also be a violation of this policy for any informant/complainant to make a baseless allegation of fraudulent activity that is made with malice or reckless disregard for truth that is intended to be disruptive or to cause harm to another individual. Any violation of this nature may result in disciplinary action up to and including termination of employment.

Taylor County will conduct an investigation of reported fraud, improprieties, or irregularities. In accordance with Florida Statutes, until such time as the final report has been made, suspected

frauds and the nature of the related audits/investigations shall remain confidential. Actions and sanctions which may be taken for fraudulent activity include:

1. Employees suspected of participating in fraudulent activity may be suspended without pay during the course of the investigation as determined by the Personnel Manager and the County Administrator's office.
2. Employees found to have participated in fraudulent activity will be subject to disciplinary action up to and including termination from employment, and possible criminal prosecution or civil action.
3. Employees found to have knowledge of fraudulent activity and who knowingly fail to report the activity will be subject to disciplinary action up to and including termination.
4. The relationship of individuals, firms, and entities doing business for or with Taylor County found to have participated in fraudulent activity as defined by this policy will be subject to review with the possible termination or modification of business for/or with the County and termination of all existing and pending contracts.
5. Appropriate law enforcement agencies, and agencies associated with the fraudulent activity such as, but not limited to, agencies that may have provided funding for projects, equipment or services which involved fraudulent activity may be subject to criminal or civil action if found to have participated in fraudulent activities while doing work for/or with Taylor County.

SECTION 6

FEDERAL AWARDS

NOTICE OF FEDERAL POLICY REQUIREMENTS

If any contract or purchase of services is being funded in whole or in part by assistance from any federal grant, the contract is subject to one or more applicable federal public policy requirements such as:

- Equal Employment Opportunity
- Affirmative Action
- Fair Labor Standards
- Energy Conservation
- Environmental Protection; and/or
- Other similar socio-economic programs

The County shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the County shall include in the contract provisions the requirement that the contractor give a similar notice to all its subcontractors.

CONTRACTS PROVISIONS FOR FEDERALLY FUNDED PROJECTS

In compliance with 2 CFR Part §200.318 through 200.327 to include all applicable provisions identified in Appendix II of 2 CFR 200 (200.327), The County will ensure that all procured contracts for services or purchase of property or equipment contain all of the appropriate provisions set forth by these Federal regulations by conducting the following:

- A. Review proposed technical specifications of the bid solicitation, prior to contract execution, to determine whether or not the bid solicitation will exceed the Federal simplified acquisition threshold of \$150,000;

- B. In the event the contract exceeds the Federal simplified acquisition threshold, the County will perform a cost/price analysis; make available upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition pursuant to F.S.200.324; and ensure that the contract language addresses administrative, contractual or legal remedies in instances where Contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate; will require a bid guarantee of five (5) percent of the bid price, will require a performance bond for 100% of the contract price, and will require a payment bond for 100 percent pursuant to F.S.200.325.
- C. For contracts in excess of \$10,000, the County will ensure that there is language that addresses termination for cause and for convenience by the County including the manner which it will be affected and the basis for settlement;
- D. All Federally funded contracts will include the proper certifications for EEO, Non-Discrimination, and Code of Conduct policies (i.e., conflicts of interest);
- E. All Federally funded contracts will include a certification clause that addresses the Davis Bacon Act and reporting requirements (when applicable);
- F. All Federally funded contracts will include a certification clause in compliance with Contract Work Hours and Safety Standards Act (when applicable);
- G. Any Federally funded contracts in excess of \$150,000 will include a certification clause that requires compliance with applicable standards, order and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Contract Act;
- H. A search will be conducted by the County in SAM.gov to ensure that the bidders are not debarred or suspended from participating in Federally funded projects, and are currently registered and licensed to perform the necessary work; and

- I. All Federally funded contracts will include certification for Byrd Anti-Lobbying Amendment compliance.
- J. All Federal contracts will include notification that the sub-recipient is responsible for the settlement of all contractual and administrative issues arising out of procurements under a Federal award pursuant to F.S.200.318 (k).
- K. All Federally funded contracts will include a preference for domestic procurements involving goods, products, and materials pursuant to F.S.200.322
- L. All Federally funded contracts will include certification of compliance with provisions related to procurement of recovered and recycled materials pursuant to F.S.200.232; and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

ECONOMY AND EFFICIENCY

In compliance with F.S.200.318 (e), the Taylor County Board of County Commissioners promotes cost-effective use of shared services across the Federal Government and may enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements. Taylor County accepts and reviews any value engineering opportunities as part of its construction contract process.

Taylor County will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

Taylor County will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural engineering (A/E) services, geographic location may be selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

ASSIGNMENTS OF CONTRACTS

No agreement made pursuant to any sections of this policy shall be assigned or sublet as a whole or in part without the written consent of the County. Nor shall the contractor assign any moneys due or to become due to the contractor thereunder without the previous written consent of the County.

RIGHTS OF BOARD OF COUNTY COMMISSIONERS

Nothing in this policy shall be deemed to abrogate, annul, or limit the right of the Board, in the best interest of the County, to reject all bids received in response to a request, to determine in its sole discretion the responsiveness and responsibility of any bidder, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when desirable for the public good.

SECTION 7

WAREHOUSES

One primary function of the warehouse(s) is/are to maintain stock levels of materials and supplies common in use to one or more departments. The quantity purchased of such items is to insure maximum low cost. Materials may be direct shipped to the department location when possible.

STOCK LEVELS

Where stock levels are maintained, purchasing department or designee will perform physical handling of inventory including the receiving, issuing and stocking of shelves.

STORAGE OF MATERIALS

All materials of similar character shall be properly segregated and assigned permanent space and a definite location. Care will be taken to insure that materials are segregated by size, kind and grades for convenience in location when needed in taking inventory. When assigning materials to specific location in the storeroom, consideration must be given to the fact that there will be a greater number of withdrawals of some materials than others.

WAREHOUSE CATALOG

A warehouse stock catalog containing the descriptive listings of items, code numbers and estimated price will be published and maintained by the purchasing department.

WAREHOUSE REQUISITIONS

Departments drawing from the warehouse(s) will use standard warehouse requisition forms. This for must be completed with correct department account number, catalog number and description of materials needed. An authorized person receiving materials must sign the warehouse requisition.

MATERIALS RECEIVED AT WAREHOUSE(S)

The purchasing department or designee will be responsible for receiving and issuing all goods at the warehouse. The receiving of ordered items at the warehouse will be processed and verified in the same manner as any other purchase. Partial deliveries will be handled in the same manner as outlined in the purchasing procedures in this purchasing manual.

RECORD KEEPING

After receiving a shipment or partial shipment, the quantity of a given item should be entered into the inventory module, and added to the balance shown thereon. At the time of dispensing supplies, the reverse of the above applies. The quantity issued, along with the date, department and requisition number is entered and a new balance established.

ACCOUNTABILITY AND PERPETUAL INVENTORY CONTROL

The proper functioning of an inventory accounting system demands that all materials and supplies received, issued, and on hand be accounted for both in quantities and values, that the inventory be controlled by accounts in a general ledger, and that periodically the inventory records and accounts be verified by actual physical inventory. A systematic classification of titles of inventory items is absolutely essential to the proper accounting for the inventory.

Because of the large number of commodities that may be carried in stock, the classification shall provide for a definite grouping of like articles.

DETERMINATION OF MAXIMUM AND MINIMUM STOCK LEVELS

The maximum stock is the largest quantity permitted to be on hand at any one time. Generally, the amount of stock to be carried should be based on current needs, length of time necessary to replace stock, amount of storage space, and quantities at which favorable prices may be secured. At times when market conditions are favorable, increased "maximum" quantities may be justified. The "minimum" stock is the smallest quantity that should be in stores at any one time and should be the quantity needed for normal requirements during the time to replenish the supply. The amount of stock to be ordered at any one time would be the "maximum" less the amount on hand at the time of ordering.

SECTION 8

COUNTY PROCUREMENT RECORDS

All determinations and other written records pertaining to the solicitation, award or performance of a contract shall be maintained for the County in a contract file by the department head.

RETENTION OF PROCUREMENT RECORDS

All procurement records shall be retained and disposed of by the county in accordance with record retention guidelines and schedules established by the State of Florida.

RESPONSIBLE DEPARTMENT

All Departments

Sunset Date: none

EXHIBIT A**VENDOR PERFORMANCE EVALUATION**

VENDOR: _____ DEPARTMENT: _____

ADDRESS: _____ AGENCY CONTACT _____

CITY _____ STATE _____ ZIP CODE _____

P.O. # _____ AMOUNT: _____ P.O. DATE: _____

CONTACT: _____ COMMODITY/SERVICE: _____

NATURE OF COMPLAINT

<input type="radio"/> Late delivery	<input type="radio"/> Shipment made collect
<input type="radio"/> Unauthorized substitution	<input type="radio"/> Request to cancel due to bid error
<input type="radio"/> Poor Quality	<input type="radio"/> Failure to furnish price list/catalog
<input type="radio"/> Failure to respond to letter/call	<input type="radio"/> Failure to replace damaged goods
<input type="radio"/> Poor service	<input type="radio"/> Repair parts not available
<input type="radio"/> Incorrect invoices	<input type="radio"/> Failure to provide warranty
<input type="radio"/> Failure to meet specifications	<input type="radio"/> Shipment of used goods
<input type="radio"/> Failure to identify shipment	<input type="radio"/> Short weight or over shipment

DETAILS OF COMPLAINT: (attach second page if necessary)

Has complaint been resolved? ____yes ____no

Complainant's Signature: _____ Title: _____

Department: _____ Phone No. _____ Date: _____

ACTION TAKEN BY BUYER:

BUYER: _____ DATE: _____

EXHIBIT C

EMERGENCY CERTIFICATION FORM

DATE: _____

DEPARTMENT: _____

ACCOUNT CHARGED: _____

VENDOR: _____

ITEM

PURCHASED(S): _____

SIGNATURE: _____

EMERGENCY

CIRCUMSTANCES: _____

EXHIBIT D**SOLE SOURCE CERTIFICATION****VENDOR NAME:** _____**COMMODITY (General Description):** _____

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. Attach additional data or support documentation if necessary. (More than one entry will apply to most ole source products or services).

SOLE SOURCE CERTIFICATION:

1. ____ Parts/equipment can only be obtained from original manufacturer – not available through distributors. (Items 3, 4, 5, or 6 must also be completed).
2. ____ Only authorized area distributor of the original manufacturer. (Items 3, 4, 5 or 6 must also be completed)
3. ____ Item/service owned by a private individual or corporation under trademark or patent.
4. ____ Parts/equipment not interchangeable with similar parts of another manufacturer. (Explain below)
5. ____ This is the only known item/source that will meet the specialized needs of this department or perform the intended function. (Explain below)
6. ____ Parts/equipment are required from this vendor to provide standardization. (Explain below)
7. ____ None of the above apply. Explanation for sole source request is detailed below.

COMMENTS/EXPLANATION: (Use reverse side if necessary)

On the basis of the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached requisition be purchased as a sole source commodity.

Signed: _____

Department: _____

Department Head Signature

Approved: _____

Date: _____

Purchasing Department

EXHIBIT E
CHECK REQUEST

TO: Finance and Accounting

FROM: _____

Department Name

Please prepare a check in payment to the below-named vendor for the purchase of goods or services which DO NOT require a purchase order, contract or travel authorization under the terms of the Taylor County Purchasing Manual.

VENDOR:

This check is to be (Choose One):

Name _____

Address _____

Address _____

<input type="checkbox"/>	Mailed directly to vendor
<input type="checkbox"/>	Picked up by my department
<input type="checkbox"/>	Picked up by the Vendor

Responsibility Cost Code

<u>Invoice Number</u>	<u>Department</u>	<u>Account Number</u>	<u>Amount</u>

I hereby certify that this payment complies with paragraph 1 of this form that the Goods/Services have been received, and payment is authorized.

Date: _____ Department Head or Authorized Signature: _____

EXHIBIT F**REQUEST FOR ASSISTANCE****DEPT. NAME** _____ **PO #** _____**DEPT. HEAD SIG.** _____ **ACCOUNT #** _____**VENDOR #** _____ **VENDOR NAME** _____

Please accept this as formal authorization to amend the above order as follows:

ASSISTANCE REQUESTED: (Mark the appropriate item, and explain/justify below):

- ☐ Cancellation Request
- ☐ Change Amount

	Amount	New PO Total
<input type="radio"/> Increase	\$ _____	\$ _____
<input type="radio"/> Decrease	\$ _____	\$ _____
- ☐ Change Description/Text
- ☐ Change Charge Code
 - ☐ Old Charge Code
 - ☐ New Charge Code
- ☐ Other – Explain Below

Justification/Explanation:

Authorized By: _____ Date: _____

Purchasing Department

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting bids for _____.

Sealed bids will be received by the Clerk of Courts, 1st Floor Courthouse or PO Box 620, Perry, Florida 32348, to arrive no later than _____, local time _____. Bids will be opened and read aloud at _____, local time, _____, in Taylor County Board of County Commissioners Board room, Old Post Office Complex, 201 E. Green Street, Perry, Florida.

Bid considerations/specifications **MUST** be obtained from the Clerk of Courts, 1st Floor Courthouse or PO Box 620, Perry, Florida 32348.

The Board reserves the right to accept and/or reject all bids and to award the bid in the best interest of the County.

Additional information may be obtained from:

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

GENERAL BID CONSIDERATIONS

1. Bids must be submitted by mail or in person to the Clerk of Courts, 1st Floor Courthouse, or PO Box 620, Perry, Florida 32348 to arrive no later than _____, local time _____. Bids received late shall be returned unopened.
2. Bids must be in a sealed envelope plainly marked “_____” on the outside.
3. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
4. Bids must specifically state in their bids that it meets or exceeds the county’s specifications. If it does not meet specifications, the bid must clearly list those items that do not meet the specifications. The bidder shall furnish a complete set of specifications on their product or services, if required by the specifications.
5. Bidders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3) (a).
6. All bids submitted, requiring General Liability and Workers’ Compensation Insurance, per the Bid Specifications, must include a certificate of Insurance showing Liability Insurance Coverage on the contractor, listing the County as additionally insured, or a sworn statement from an Insurance Agent, verifying that if the prospective bidder is awarded the bid, a Certificate of Insurance will be issued to the successful bidder within thirty (30) days of the acceptance of the bid, in the amount stated in the bid specifications. Also include the Declaration page from the Insurance Policy showing Workers’ Compensation Insurance on all employees working on the project. Any bidder, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised the bid will be given to the next lowest bidder, who meets all bid specifications.

(General Bid Considerations continued on next page)

GENERAL BID CONSIDERATIONS

(Continued)

7. All bids must include E-Verify Certification pursuant to F.S.448.095. The E-Verify Memorandum of Understanding may be used for certification.
8. Bids shall be opened and read aloud on _____ at _____ in the Taylor County Board Room, Old Post Office Complex, 201 E. Green Street, Perry, Florida.
9. The Taylor County Board of County Commissioners reserves the right to accept or reject any and/or all bids in the best interest of Taylor County.
10. It is the responsibility of the bidder to fully understand and follow all conditions and specifications.
11. Bid considerations/specifications **MUST** be obtained from the Clerk of the Circuit Court, PO Box 620 Perry, Florida 32348,)850)838-3506.
12. For additional information, contact:

BID CHECK-LIST

Check Items Included

With Bid: **Total Bid** _____

- _____ 1. Written Bid Quotation.
- _____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the
General Bid Considerations (**MUST BE INCLUDED WITH BID**).
- _____ 3. Declaration Page from Workers' Compensation Insurance or Exemption
Certificate issued by the State. (**MUST BE INCLUDED WITH BID**).
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by
Chapter 287.133(3) (a) (**AFFIDAVIT MUST BE INCLUDED WITH
BID SPECIFICATIONS**).
- _____ 5. If a Bid Bond is required, it must be submitted with the bid in the
amount of five percent (5%) of the bid amount.

If a performance Bond is required, the successful bidder must provide same prior
to the County accepting the contract.
- _____ 6. E-Verify certification is required, (**MUST BE INCLUDED WITH BID**).

The Bid Check-List must be included with the submitted bid.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Amendment No. 1 to the 2021-2022 Small County Consolidated Solid Waste Management Grant Agreement SC228 increasing the amount of funding by \$3,289.50.

MEETING DATE REQUESTED:

October 4, 2021

Statement of Issue: Board to approve Amendment No. 1 to the 2021-2022 Small County Consolidated Solid Waste Management Grant Agreement SC228 increasing the amount of funding by \$3,289.50.

Recommended Action: Approve Amendment No. 1 to Grant Agreement SC228.

Fiscal Impact: The County is eligible to receive up to \$97,039.50 from the DEP Solid Waste Management Grant Program with no match required from the County.

Budgeted Expense: Yes

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans, Grants Coordinator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The original grant agreement in the amount of \$93,750 was approved by the Board on October 4, 2021. The amount of \$3,289.50 was left over from the 20-21 Solid Waste Grant due to the lack of waste tire disposal. County staff was informed that the leftover amount from the 20-21 grant can be moved to the 21-22 grant. The additional funds will be used toward salaries of the recycling employees.

Attachments: Amendment No. 1 to Agreement SC228

AMENDMENT NO. 1
TO AGREEMENT NO. SC228
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

This Amendment to Agreement No. SC228 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Taylor County Board of County Commissioners, 201 E. Green Street, Perry, Florida, 32347 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee to perform recycling program operations and waste tire removal, effective October 1, 2021;

WHEREAS, the parties wish to amend the Agreement as set forth herein to reflect a \$3,289.50 increase to the Salaries budget in the Revised Work Plan (Attachment 3-A) revising the total Work Plan budget to \$97,039.50.

NOW THEREFORE, the parties agree as follows:

1) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Work Plan, as attached to this Amendment and hereby incorporated into this agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Work Plan.

2). All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Taylor County Board of County Commissioners

Florida Department of Environmental Protection

By: _____

By: _____

Title:

Secretary or Designee

Date: _____

Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	3-A	Revised Work Plan (3 pages)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO. SC228**

ATTACHMENT 3-A

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

PROJECT AUTHORITY: Taylor County (Grantee) received funding from the Florida Legislature in the amount of \$93,750.00, through Specific Appropriation Line Item No. 1673, Solid Waste Management Trust Fund, Fiscal Year (FY) 2021-22 General Appropriations Act. The Grantee meets the threshold for a small county (population under 110,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its recycling program and waste tire removal costs. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

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

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

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

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

TASKS and DELIVERABLES:

Recycling Program Operations

Task 1: Recycling Program Salaries/Wages

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

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

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

Waste Tire Disposal

Task 2: Waste Tire Disposal

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

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

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

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

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

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

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Salaries / Wages	\$80,231.50
	Total for Task:	\$80,231.50
2	Contractual Services (Subcontractor)	\$16,808.00
	Total for Task:	\$16,808.00

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

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

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

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

Category Totals	Grant Funding, Not to Exceed, \$97,039.50
Salaries/Wages Total	\$80,231.50
Contractual Services Total	\$16,808.00
Total:	\$97,039.50

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a (shortfall) of monies for a particular purpose which caused the **SCRAP ROAD PROJECT (North Ellison Road) FUND** for the fiscal period ending September 30, 2022, to be less than the advertised budget.

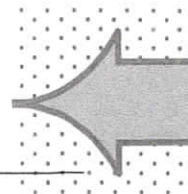
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ (22,818)	171-3344906	SCRAP Grant - Revenue
		SCRAP North Ellison Road
\$ (9,719)	0333-53101	Professional Services
\$ (13,099)	0333-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of December, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



**SIGN
HERE**

SCRAP Grant completed at fiscal year-end 2021

SUNGARD PENTAMATION, INC.
DATE: 11/17/2021
TIME: 10:53:00

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 169'
EXPST11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 13/21

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

FUND-171 SCRAP PROJ/ N. ELLISON RD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0333 SCRAP/ N. ELLISON RD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	50,400.00	78,030.81	27,630.81	78,030.81	.00	100.00
53401	CONTRACTUAL SERVICES	122,370.00	179,927.19	57,557.19	179,926.14	1.05	100.00
	TOTAL SCRAP/ N. ELLISON RD	172,770.00	257,958.00	85,188.00	257,956.95	1.05	100.00
	TOTAL SCRAP PROJ/ N. ELLISON	172,770.00	257,958.00	85,188.00	<u>257,956.95</u>	<u>1.05</u>	100.00

Actual Balance
@ 9/30/21
* DWelch

SUNGARD PENTAMATION, INC.
DATE: 11/22/2021
TIME: 13:38:20

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTall

SELECTION CRITERIA: expledgr.key_orgn='0333'
ACCOUNTING PERIOD: 1/22

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

FUND-171 SCRAP PROJ/ N. ELLISON RD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0333 SCRAP/ N. ELLISON RD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	9,719.00	9,719.00	.00	.00	9,719.00	.00
53401	CONTRACTUAL SERVICES	13,099.00	13,099.00	.00	.00	13,099.00	.00
	TOTAL SCRAP/ N. ELLISON RD	22,818.00	22,818.00	.00	.00	22,818.00	.00
	TOTAL SCRAP PROJ/ N. ELLISON	22,818.00	22,818.00	.00	.00	22,818.00	.00
TOTAL REPORT		22,818.00	22,818.00	.00	.00	22,818.00	.00



Budgeted amt
@ 10/1/21
need to amend
Budget for FY'22
Dwelch

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a (shortfall) of monies for a particular purpose which caused the **SCRAP ROAD PROJECT (East Ellison Road) FUND** for the fiscal period ending September 30, 2022, to be less than the advertised budget.

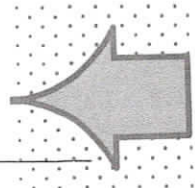
BE IT RESOLVED that the listed receipts and appropriations be transferred from the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(17,419)	170-3344906	SCRAP Grant - Revenue
		SCRAP Project/E. Ellison Road
\$(10,368)	0332-53101	Professional Services
\$(7,051)	0332-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of December, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



**SIGN
HERE**

SCRAP Grant completed at fiscal year-end 2021

SUNGARD PENTAMATION, INC.
DATE: 11/17/2021
TIME: 10:53:00

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 168
EXPSTA11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 13/21

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

FUND-170 SCRAP PROJ/E. ELLISON RD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0332 SCRAP/ E. ELLISON RD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	26,208.00	48,391.20	22,183.20	48,391.20	.00	100.00
53401	CONTRACTUAL SERVICES	86,245.00	107,370.80	21,125.80	107,370.55	.25	100.00
	TOTAL SCRAP/ E. ELLISON RD	112,453.00	155,762.00	43,309.00	155,761.75	.25	100.00
	TOTAL SCRAP PROJ/E. ELLISON R	112,453.00	155,762.00	43,309.00	<u>155,761.75</u>	<u>.25</u>	100.00

1
Bal @ 9/30/21
after all
payables
Dulch

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: orgn.fund='170'
ACCOUNTING PERIOD: 1/22

FUND-170 SCRAP PROJ/E. ELLISON RD
~~FUNCTION-540 TRANSPORTATION~~
 ACTIVITY-541 ROAD & STREET FACILITIES
 TOTL/DEPT-0332 SCRAP/ E. ELLISON RD

TOTT/DEPT-0332 SCRAP/ E. ELLISON RD		ORIGINAL	AMENDED	BUDGET	ACTUAL Y-T-D	AVAILABLE	YTD/
ACCOUNT	TITLE	BUDGET	BUDGET	VARIANCE	EXP	BALANCE	BUD
53101	PROFESSIONAL SERVICES	10,368.00	10,368.00	.00	.00	10,368.00	.00
53401	CONTRACTUAL SERVICES	7,051.00	7,051.00	.00	.00	7,051.00	.00
	TOTAL SCRAP/ E. ELLISON RD	17,419.00	17,419.00	.00	.00	17,419.00	.00
	TOTAL SCRAP PROJ/E. ELLISON R	17,419.00	17,419.00	.00	.00	17,419.00	.00
TOTAL REPORT		17,419.00	17,419.00	.00	.00	17,419.00	.00

↓

Budgeted amt
@ 10/1/21

need to amend
Budget for
FY22.

★ SCRAP project completed @ FYE'21.

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a (shortfall) of monies for a particular purpose which caused the **SCOP ROAD PROJECT (East Ellison Road) FUND** for the fiscal period ending September 30, 2022, to be less than the advertised budget.

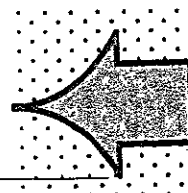
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ (27,872)	172-3344905	SCOP Grant - Revenue
		SCOP East Ellison Road
\$ (11,114)	0334-53101	Professional Services
\$ (16,758)	0334-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of December, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



SCOP Grant completed at fiscal year-end 2021

SUNGARD PENTAMATION, INC.
DATE: 11/23/2021
TIME: 09:08:25

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='0334'
ACCOUNTING PERIOD: 1/22

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

FUND-172 SCOP/EAST ELLISON ROAD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0334 SCOP/EAST ELLISON ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	11,114.00	11,114.00	.00	.00	11,114.00	.00
53401	CONTRACTUAL SERVICES	16,758.00	16,758.00	.00	.00	16,758.00	.00
	TOTAL SCOP/EAST ELLISON ROAD	27,872.00	27,872.00	.00	.00	27,872.00	.00
	TOTAL SCOP/EAST ELLISON ROAD	27,872.00	27,872.00	.00	.00	27,872.00	.00
	TOTAL REPORT	27,872.00	27,872.00	.00	.00	27,872.00	.00

1
Amt budgeted
@ 10/1/21
for FY'22
need to amend
Dwelch
11/23/21

SUNGARD PENTAMATION, INC.
DATE: 11/17/2021
TIME: 10:53:00

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 170
EXPSTALL

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 13/21

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

FUND-172 SCOP/EAST ELLISON ROAD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0334 SCOP/EAST ELLISON ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	40,992.00	75,207.99	34,215.99	75,207.99	.00	100.00
53401	CONTRACTUAL SERVICES	139,983.00	479,336.01	339,353.01	479,335.37	.64	100.00
	TOTAL SCOP/EAST ELLISON ROAD	180,975.00	554,544.00	373,569.00	554,543.36	.64	100.00
	TOTAL SCOP/EAST ELLISON ROAD	180,975.00	554,544.00	373,569.00	554,543.36	.64	100.00

Actual
Balance @
9/30/21
FYE 21

Need to amend
FY22 Budget
Dwelch
1/23/21

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP ROAD PROJECT (Gas Plant Road) FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

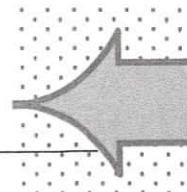
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$594,049	183-3344905	SCOP Grant - Revenue
\$594,049	0349-53401	SCOP Gas Plant Road Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of December, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



**SIGN
HERE**

Balance at FYE'21 not included in FY'22 budget

Gas Plant Road (SCOP) Dept 0349 // Fund 183

BEGINNING BALANCE 10/01/20 \$ **620,810.10**

REVENUE*

received \$ 36,384.05

ADDITIONAL GRANT FUNDING

received \$ 335,139.00 \$ 335,139.00

EXPENDITURES

\$ (36,547.67)

ENDING BALANCE 9/30/21 \$ **919,401.43**

— Actual Balance
remaining @
9/30/21

*revenue - don't reflect in ending balance - used for informational purposes only

Budgeted \$325,352
for FY'22 - need
to amend
Budget by
\$594,049

SCOP Gas Plant Rd dept 0349 (11/24/21 dmw)

Per Kenneth -
Budget in
Contractual
Srs.

SUNGARD PENTAMATION, INC.
DATE: 11/17/2021
TIME: 10:53:00

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 179
EXPSTA11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 13/21

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

FUND-183 SCOP-GAS PLANT ROAD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0349 SCOP-GAS PLANT ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	145,034.00	214,683.00	69,649.00	36,384.05	178,298.95	16.95
53401	CONTRACTUAL SERVICES	418,981.00	741,066.00	322,085.00	.00	741,066.00	.00
54902	LEGAL ADVERTISING	200.00	200.00	.00	163.62	36.38	81.81
	TOTAL SCOP-GAS PLANT ROAD	564,215.00	955,949.00	391,734.00	36,547.67	919,401.33	3.82
	TOTAL SCOP-GAS PLANT ROAD	564,215.00	955,949.00	391,734.00	36,547.67	919,401.33	3.82

Remaining balance @
9/30/21

Need to amend FY'22
Budget
DWelch

SUNGARD PENTAMATION, INC.
DATE: 11/24/2021
TIME: 11:39:12

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTALL

SELECTION CRITERIA: expledgr.key_orgn='0349'
ACCOUNTING PERIOD: 1/22

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

FUND-183 SCOP-GAS PLANT ROAD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0349 SCOP-GAS PLANT ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	78,259.00	78,259.00	.00	.00	78,259.00	.00
53401	CONTRACTUAL SERVICES	247,093.00	247,093.00	.00	.00	247,093.00	.00
	TOTAL SCOP-GAS PLANT ROAD	325,352.00	325,352.00	.00	.00	325,352.00	.00
	TOTAL SCOP-GAS PLANT ROAD	325,352.00	325,352.00	.00	.00	325,352.00	.00
TOTAL REPORT		325,352.00	325,352.00	.00	.00	325,352.00	.00

amt budgeted
for FY'22

need to amend
Twelch

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP ROAD PROJECT (Slaughter Road) FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$106,833	182-3344905	SCOP Grant - Revenue
		SCOP Slaughter Road
\$106,833	0348-53101	Professional Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of December, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Balance at FYE'21 not included in FY'22 budget

Slaughter Road (SCOP) Dept 0348 / Fund 182

BEGINNING BALANCE 10/01/20 \$ 1,112,880.82

REVENUE

received \$ 21,052.75

EXPENDITURES

\$ (21,052.75)

ENDING BALANCE 09/30/21 \$ 1,091,828.07

Actual remaining balance
@ 9/30/21

Budgeted 984,995
need to amend
FY'22 Budget
By 106,833

Per Kenneth, Budget in
Professional Srs.

DMW
SCOP Slaughter Road dept 0348 (11/24/21 dmw)

SUNGARD PENTAMATION, INC.
DATE: 11/17/2021
TIME: 10:53:00

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 178
EXPSTA11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 13/21

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

FUND-182 SCOP-SLAUGHTER ROAD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0348 SCOP-SLAUGHTER ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	124,566.00	134,309.00	9,743.00	21,052.75	113,256.25	15.67
53401	CONTRACTUAL SERVICES	978,471.00	978,471.00	.00	.00	978,471.00	.00
54902	LEGAL ADVERTISING	100.00	100.00	.00	.00	100.00	.00
	TOTAL SCOP-SLAUGHTER ROAD	1,103,137.00	1,112,880.00	9,743.00	21,052.75	1,091,827.25	1.89
	TOTAL SCOP-SLAUGHTER ROAD	1,103,137.00	1,112,880.00	9,743.00	21,052.75	1,091,827.25	1.89

Actual remaining
Balance @ 9/30/21
need to amend
FY 22 Budget

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCRAP ROAD PROJECT (Slaughter Rd) FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be transferred from the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$120,666	181-3344906	SCRAP Grant - Revenue
\$120,666	0347-53101	SCRAP Project/Slaughter Rd Professional Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of December, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Balance at FYE'21 not included in FY'22 budget

Slaughter Road (SCRAP) Dept 0347 / Fund 181

BEGINNING BALANCE 10/01/20 \$ **1,258,039.18**

REVENUE

received \$ 22,724.26

EXPENDITURES

\$ (23,798.75)

ENDING BALANCE 09/30/21 \$ **1,234,240.43**

→ actual Balance
@ 9/30/21

Budgeted \$ 1,113,574
Need to amend
FY'22 Budget
By \$ 120,666

Per Kenneth
Budget in
Professional
Services

DMW

SCRAP Slaughter Road dept 0347 (11/24/21 dmw)

SUNGARD PENTAMATION, INC.
DATE: 11/17/2021
TIME: 10:53:00

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 177
EXPSTA11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 13/21

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

FUND-181 SCRAP-SLAUGHTER RD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0347 SCRAP-SLAUGHTER ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	140,469.00	151,380.00	10,911.00	23,798.75	127,581.25	15.72
53401	CONTRACTUAL SERVICES	1,106,559.00	1,106,559.00	.00	.00	1,106,559.00	.00
54902	LEGAL ADVERTISING	100.00	100.00	.00	.00	100.00	.00
	TOTAL SCRAP-SLAUGHTER ROAD	1,247,128.00	1,258,039.00	10,911.00	23,798.75	1,234,240.25	1.89
	TOTAL SCRAP-SLAUGHTER RD	1,247,128.00	1,258,039.00	10,911.00	23,798.75	1,234,240.25	1.89

1
Actual remaining
Balance @
FYE 21

SUNGARD PENTAMATION, INC.
DATE: 11/24/2021
TIME: 10:45:22

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTAI1

SELECTION CRITERIA: `explmgr.key_orgn='0347'`
ACCOUNTING PERIOD: 1/22

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

FUND-181 SCRAP-SLAUGHTER RD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0347 SCRAP-SLAUGHTER ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	117,422.00	117,422.00	.00	.00	117,422.00	.00
53401	CONTRACTUAL SERVICES	996,152.00	996,152.00	.00	.00	996,152.00	.00
	TOTAL SCRAP-SLAUGHTER ROAD	1,113,574.00	1,113,574.00	.00	.00	1,113,574.00	.00
	TOTAL SCRAP-SLAUGHTER RD	1,113,574.00	1,113,574.00	.00	.00	1,113,574.00	.00
TOTAL REPORT		1,113,574.00	1,113,574.00	.00	.00	1,113,574.00	.00

1
Amt Budgeted
in FY22
need to
amend

8

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **DOT/OLD DIXIE HWY SIDEWALK FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

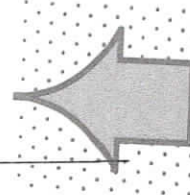
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **DOT/OLD DIXIE HWY SIDEWALK FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$136,263	173-3344909	DOT/Old Dixie Hwy Sidewalk
\$136,263	0345-01-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of December, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



**SIGN
HERE**

Balance at FYE'21 not included in FY'22 budget

DOT/Old Dixie Hwy Sidewalk Dept 0345-01

BEGINNING BALANCE 10/1/20 \$ 467,074.00

Additional Grant Funding \$ -
received \$ -

EXPENDITURES \$ (330,810.56)

ENDING BALANCE 9/30/21 \$ 136,263.44

↓
actual CF @ 9/30/21
need to amend FY'22
Budget

Per Kenneth, budget
in Contractual.

Donelich

DOT/Old Dixie Hwy Sidewalk (11/23/21 dmw)

SUNGARD PENTAMATION, INC.
DATE: 11/17/2021
TIME: 10:53:00

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 171
EXPSTALL

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 13/21

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

FUND-173 DOT/OLD DIXIE HWY SIDEWAL
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0345-01 DOT/OLD DIXIE HWY SIDEWAL

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	.00	467,074.00	467,074.00	330,810.56	136,263.44	70.83
	TOTAL DOT/OLD DIXIE HWY SIDEW	.00	467,074.00	467,074.00	330,810.56	136,263.44	70.83
	TOTAL DOT/OLD DIXIE HWY SIDEW	.00	467,074.00	467,074.00	330,810.56	136,263.44	70.83



CF @ 9/30/21

Need to amend

FY'22 Budget

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP/CGIP ROAD PROJECT (Steinhatchee/1st Avenue) FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

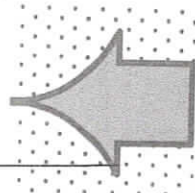
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP/CGIP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ (966)	185-3344904	CTY INC GRT PRG (CIGP) - Revenue
<u>\$ (35,723)</u>	185-3344905	SCOP Grant - Revenue
<u>\$ (36,689)</u>		
\$ (35,723)	0354-53401	Contractual Services (SCOP)
<u>\$ (966)</u>	0354-01-53401	Contractual Services (CIGP)
<u>\$ (36,689)</u>		

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of December, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



**SIGN
HERE**

Balance at FYE'21 less than budgeted amount in FY'22 budget

Steinhatchee/1st Ave (SCOP) Dept 0354 Fund 185

BEGINNING BALANCE 10/01/20 \$ 2,500,000.00

REVENUE*

received \$ 253,395.38

EXPENDITURES

\$ (253,395.38)

ENDING BALANCE 9/30/21 \$ 2,246,604.62

- actual Balance @
9/30/21 - need to
amend FY'22 Budget
(reduce Contractual Svs
By 35,723)

Steinhatchee/1st Ave (CIGP) Dept 0354-01 Fund 185

BEGINNING BALANCE 10/01/20 \$ 107,508.00

REVENUE*

received \$ 10,896.82

EXPENDITURES

\$ (10,896.82)

ENDING BALANCE 9/30/20 \$ 96,611.18

→ actual Balance @ 9/30/21 -
need to Amend FY'22
Budget
(reduce Contractual
Svs. by 966)

*revenue - don't reflect in ending balance - used for informational purposes only

SUNGARD PENTAMATION, INC.
DATE: 11/17/2021
TIME: 10:53:00

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 181
EXPSTA11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 13/21

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

FUND-185 SCOP/CGIP-STEIN/1ST AVE
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0354-01 CGIP-STEINHATCHEE/1ST AVE

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	.00	13,050.00	13,050.00	10,896.82	2,153.18	83.50
53401	CONTRACTUAL SERVICES	.00	94,458.00	94,458.00	.00	94,458.00	.00
	TOTAL CGIP-STEINHATCHEE/1ST A	.00	107,508.00	107,508.00	10,896.82	96,611.18	10.14
	TOTAL SCOP/CGIP-STEIN/1ST AVE	.00	2,607,508.00	2,607,508.00	264,292.20	2,343,215.80	10.14

Actual remaining balance
@ 9/30/21

Need to amend FY22
Budget

Dwelen

SUNGARD PENTAMATION, INC.
DATE: 11/24/2021
TIME: 15:46:43

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 2
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn in ('0354','0354-01')

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

FUND-185 SCOP/CGIP-STEIN/1ST AVE
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0354-01 CGIP-STEINHATCHEE/1ST AVE

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	11,311.00	11,311.00	.00	.00	11,311.00	.00
53401	CONTRACTUAL SERVICES	86,257.00	86,257.00	.00	.00	86,257.00	.00
54902	LEGAL ADVERTISING	9.00	9.00	.00	.00	9.00	.00
	TOTAL CGIP-STEINHATCHEE/1ST A	97,577.00	97,577.00	.00	.00	97,577.00	.00
	TOTAL SCOP/CGIP-STEIN/1ST AVE		2,379,904.00	.00	.00	2,379,904.00	.00
	TOTAL REPORT	2,379,904.00	2,379,904.00	.00	.00	2,379,904.00	.00

Amt Budgeted
@ 10/1/21
Need to Amend
FY22 Budget

SUNGARD PENTAMATION, INC.
DATE: 11/17/2021
TIME: 10:53:00

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 180
EXPSTA11

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 13/21

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

FUND-185 SCOP/CGIP-STEIN/1ST AVE
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0354 SCOP-STEINHATCHEE/1ST AVE

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	.00	303,474.00	303,474.00	253,395.38	50,078.62	83.50
53401	CONTRACTUAL SERVICES	.00	2,196,526.00	2,196,526.00	.00	2,196,526.00	.00
	TOTAL SCOP-STEINHATCHEE/1ST A	.00	2,500,000.00	2,500,000.00	253,395.38	2,246,604.62	10.14

Actual CF Balance @
9/30/21

Need to amend FY22
Budget

Dwetch

SUNGARD PENTAMATION, INC.
DATE: 11/24/2021
TIME: 15:46:43

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTall

SELECTION CRITERIA: expledgr.key_orgn in ('0354','0354-01')
ACCOUNTING PERIOD: 1/22

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

FUND-185 SCOP/CGIP-STEIN/1ST AVE
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0354 SCOP-STEINHATCHEE/1ST AVE

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	264,558.00	264,558.00	.00	.00	264,558.00	.00
53401	CONTRACTUAL SERVICES	2,017,577.00	2,017,577.00	.00	.00	2,017,577.00	.00
54902	LEGAL ADVERTISING	192.00	192.00	.00	.00	192.00	.00
	TOTAL SCOP-STEINHATCHEE/1ST A	2,282,327.00	2,282,327.00	.00	.00		.00

↓
amt. Budgeted
@ 10/1/21
need to amend
FY22 Budget

R E S O L U T I O N

8

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

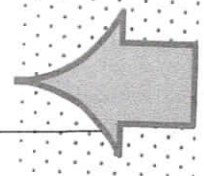
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$6,600	107-3699011	MSTU Fund - Misc. Reimbursement
Expenditures:		
\$1,818	0192-51400	County Fire- Overtime
\$ 139	0192-52110	FICA/Medicare Taxes
\$ 467	0192-52200	Retirement
\$ 95	0192-52400	Workers Compensation
\$4,081	0192-54640	R&M - Auto

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of December, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman



**SIGN
HERE**

Reimbursement received by the BCC for Taylor County Fire Rescue staffing provided at the Iron Horse Mud Ranch in October

The payment is for a fire department standby at the October Iron Horse Mud Bog.

107-3699011
(Misc.
Reimbursements)

CODE TO ACCOUNTS

0192-51400 OVERTIME \$1,818

0192-52100 FICA \$139

0192-52200 RETIREMENT \$467

0192-52400 WORK/COMP \$95

0192-54640 R/M AUTO \$4081

TOTAL \$6,600


Dan Cassel

INVOICE



Taylor County Fire Rescue

501 Industrial Park Dr.
Perry, FL 32348
[Phone] 850-838-3522 [Fax] 850-838-3524

INVOICE NO. 10252021-02
DATE 10/25/21
CUSTOMER P.O.

TO

Iron Horse Mud Ranch

8999 US 19
Perry, FL 32348

Remit Payment to

Taylor County B.O.C.C.
Attn: Finance
P.O. Box 620
Perry, FL 32348

JOB

Fire Dept. Event Staffing 10/14/2021 - 10/16/2021

[illegible]

RECEIVED

NOV - 4 2021

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

C

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2022.

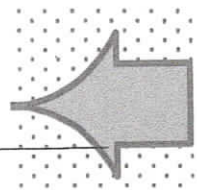
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$6,000	107-3699011	MSTU Fund - Misc. Reimbursement
Expenditures:		
\$ 930	0192-51400	County Fire- Overtime
\$ 72	0192-52110	FICA/Medicare Taxes
\$ 240	0192-52200	Retirement
\$ 50	0192-52400	Workers Compensation
\$4,708	0192-55401	Book/Publ/Sub/Memb/Train.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of December, 2021 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Reimbursement received by the BCC for Taylor County Fire Rescue providing fire brigade training to GP



**SIGN
HERE**

GP Cellulose, LLCPO Box 1805
Hackensack, NJ 07601VENDOR NUMBER
G194551DATE
10-28-2021CHECK NUMBER
523247

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER # PO # CNTR #
10/25/21	10252021	6,000.00	.00	6,000.00	00397375

Fire Brigade
Class
107-3699011
(misc.
Reimb)

RECEIVED

NOV - 8 2021

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

TOTALS	6,000.00	.00	6,000.00
---------------	----------	-----	----------

Detach check along this perforation.

Dannielle Welch

From: Dan Cassel <ps.director@taylorcountygov.com>
Sent: Tuesday, November 9, 2021 9:04 AM
To: Dannielle Welch
Subject: RE: GP check

We did a class for their fire brigade,

0192
51400 Overtime \$930
52110 FICA \$72
52200 Retirement \$240
52400 W/C \$50
55401 Training \$4,708

From: Dannielle Welch [mailto:dwelch@taylorclerk.com]
Sent: Tuesday, November 09, 2021 8:54 AM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>; Dan Cassel <ps.director@taylorcountygov.com>
Subject: GP check

Good morning!

I've received a check from GP for \$6,000 --- any idea what this is for? Normally we receive checks from GP for SCBA refills --- but they aren't for this much --- is that what this is for?

Thanks!!

Dannielle Welch
County Finance Director
Taylor County, FL
P.O. Box 620
Perry, FL 32348
850-838-3506 ext. 122

Please note: Florida has a very broad public records law. As a result, any written communication created or received by Taylor County officials and employees will be made available to the public and media upon request, unless such written communication falls within an exception or exemption to the Public Records Act.

RESOLUTION

A RESOLUTION OF TAYLOR COUNTY, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE UNINCORPORATED AREA OF THE COUNTY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Taylor County, Florida (the "County") is contemplating the imposition of special assessments for the provision of solid waste services; and

WHEREAS, the County intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing solid waste services to property within the unincorporated area of the County as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2022, in the same manner as provided for ad valorem taxes; and

WHEREAS, the County held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED:

1. Commencing with the Fiscal Year beginning on October 1, 2022, and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by the County, the County intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing solid waste services. Such non-ad valorem assessments shall be levied within the unincorporated area of the County. A legal description of such area subject to the assessment is attached hereto as Exhibit B and incorporated by reference.

2. The County hereby determines that the levy of the assessments is needed to fund the cost of solid waste services within the unincorporated area of the County.

3. Upon adoption, the County Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Taylor County Tax Collector, and the Taylor County Property Appraiser by January 10, 2022.

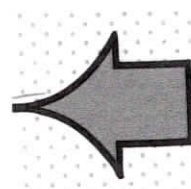
4. This Resolution shall be effective upon adoption.

DULY ADOPTED this ____ day of _____, 2021.



TAYLOR COUNTY, FLORIDA

THOMAS DEMPS, Chair



Attest:

GARY KNOWLES, Clerk

**NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING
NON-AD VALOREM ASSESSMENTS**

Taylor County, Florida (the "County") hereby provides Notice, pursuant to Section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to be levied within the unincorporated area of the County, for the cost of providing solid waste services commencing for the Fiscal Year beginning on October 1, 2022 and continuing until discontinued by the County. The County will consider the adoption of a Resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a Public Hearing to be held at **6:00 P.M.** on **MONDAY, DECEMBER 6, 2021** at the Commission Chambers, 201 East Green Street, Perry, Florida. Such Resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of Resolution, which contains the legal description of the real property subject to the levy, are on file at the Clerk of the Courts, 108 North Jefferson Street, Suite 102, Perry, Florida. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the County with respect to any matter relating to the consideration of the Resolution at the above-referenced Public Hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the Public Hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Assistant County Administrator, Marsha Durden, at (850) 838-3500, ext 7, at least five (5) days prior to the date of the hearing.

DATED this 3rd day of NOVEMBER, 2021.

By Order of: BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

LEGAL NOTICE

4 ISSUES

NOVEMBER 10, 2021

NOVEMBER 17, 2021

NOVEMBER 24, 2021

DECEMBER 01, 2021

BILL T.C.B.C.C.

Cindy Mock

From: Cindy Mock
Sent: Wednesday, November 3, 2021 7:42 AM
To: PERRY NEWSPAPERS (classifieds@perrynewspapers.com)
Cc: GARY KNOWLES (gknowles@taylorclerk.com); LAWANDA PEMBERTON (LPemberton@taylorcountygov.com)
Subject: NOTICE OF INTENT
Attachments: NOTICE OF INTENT - 12.6.21.docx

Please advertise the attached Notice, as specified.

Thanks,

Cindy Mock, D.C.

Administrative Asst. to
Gary Knowles, Clerk
Taylor County Clerk of Court
108 N. Jefferson St., Ste. 102, (Zip: 32347)
P.O. Box 620
Perry, FL 32348
c.mock@taylorclerk.com
850.838.3506 x111

Please be advised that Florida has a broad public records law, and all correspondence via e-mail may be subject to disclosure. Under Florida Law, e-mail addresses are public record. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone.

Cindy Mock

From: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Sent: Wednesday, October 27, 2021 4:56 PM
To: Cindy Mock
Subject: FW: Taylor County Solid Waste Assessment Program
Attachments: Taylor County ROI.pdf; Taylor County ROI.docx

Importance: High

FYI... this will be on the next agenda. Can you use the attached notice to advertise and schedule the public hearing ?

From: LaWanda Pemberton
Sent: Thursday, October 21, 2021 2:58 PM
To: Marsha Durden <mdurden@taylorcountygov.com>; Agenda <agenda@taylorcountygov.com>
Subject: FW: Taylor County Solid Waste Assessment Program
Importance: High

Placeholder for next agenda, please.

From: LaWanda Pemberton
Sent: Tuesday, October 19, 2021 4:30 PM
To: The Bishop Law Firm <lawbishop@fairpoint.net>
Subject: FW: Taylor County Solid Waste Assessment Program
Importance: High

FYI..

If you agree I would like to place a Resolution of Intent on the next agenda (November 1st).

Thank you,
LaWanda

From: Sandi Walker [mailto:SWalker@govserv.com]
Sent: Tuesday, October 19, 2021 2:53 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Cc: Jeff Rackley <JRackley@govserv.com>
Subject: Taylor County Solid Waste Assessment Program

Good Afternoon LaWanda,

It is our understanding that the County may be considering implementing a solid waste assessment program and collecting it on next year's tax bill.

Please be advised that if the County intends to consider implementing a solid waste assessment program and collect it on the tax bill next year, the County will have to adopt a resolution of intent prior to January 1, 2022. Attached is a form of a resolution of intent. The resolution assumes a December 6, 2021 public hearing. Please note that there are strict publication requirements for the resolution – if the County wants to adopt the resolution on December 6, 2021, the first publication would need to take place during the week of November 8-14, 2021.

For your convenience, we have provided the resolution in both pdf and Word. Please let us know if you have any questions or need additional information.

Thanks.

Sandi Walker, Assistant Director, Government Services Division
Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308
(850) 681-3717 office
(850) 224-7206 fax
swalker@govserv.com
www.WeServeGovernments.com

October 18, 2021

Via Electronic Transmission

LaWanda Pemberton, County Administrator
Taylor County
201 East Green Street
Perry, FL 32347

Re: Notice of Intent Documents Required by Section 197.3632, Florida Statutes

Dear LaWanda,

In anticipation that Taylor County (the "County") may consider the development of an assessment program to fund solid waste services within the unincorporated area of the County next year, we have prepared the following enclosed documents related to the use of the tax bill collection method.

1. A form of resolution concerning the potential use of the uniform method to collect non-ad valorem assessments which requires two exhibits; and
2. A form of published notice of intent for the potential non-ad valorem assessment program that must be published in a newspaper of general circulation once a week for four consecutive weeks immediately before the hearing in order to use the uniform method of collection.

Section 197.3632, Florida Statutes, requires that the County hold a public hearing and adopt a resolution of intent to use the uniform method of collection for any assessment program in the calendar year prior to any such collection. The resolution, which does not obligate the County to use the method or impose a special assessment, must be adopted by January 1 and sent to the Taylor County Tax Collector, the Taylor County Property Appraiser and the Florida Department of Revenue by January 10th. If the County Property Appraiser and the County Tax Collector agree, adoption of the resolution can occur as late as March 1st. However, we strongly recommend that the County adopt the resolution prior to January 1st, as the consent of the County Property Appraiser and the County Tax Collector is not required when the adoption occurs prior to January 1.

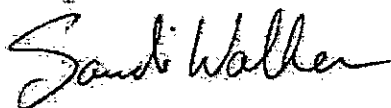
Section 197.3632 also requires that **notice of the public hearing to adopt the resolution of intent be published in a newspaper of general circulation once a week for the four consecutive weeks immediately before the date of the hearing.** Please note that we have assumed a public hearing date for the resolution of intent adoption at 5:30 p.m. on December 6, 2021. Should the County decide to change the date of the public hearing, the publication dates for the notice should also be changed to conform with the aforementioned requirement.

Attached as Appendix A is a form of resolution we have prepared for the County which specifically references the potential special assessment program and reserves to the County the ability to impose assessments in the unincorporated area of the County. Attached as Appendix B is a form of published notice.

This package only assists the County in meeting statutory notice requirements necessary to preserve this collection approach. To reiterate, this resolution is non-binding and the County may reduce the areas covered by any future assessments or decide not to go forward with the assessment program at a later date. By adopting the attached resolution, the County is simply reserving the right to use the tax bill collection method beginning in November of 2022.

If you have any questions regarding these documents, please feel free to contact us.

Sincerely,

A handwritten signature in black ink that reads "Sandi Walker". The signature is written in a cursive, flowing style.

Sandi Walker
Assistant Director, Government Services Division

Attachment

RESOLUTION NO. _____

A RESOLUTION OF TAYLOR COUNTY, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE UNINCORPORATED AREA OF THE COUNTY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Taylor County, Florida (the "County") is contemplating the imposition of special assessments for the provision of solid waste services; and

WHEREAS, the County intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing solid waste services to property within the unincorporated area of the County as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2022, in the same manner as provided for ad valorem taxes; and

WHEREAS, the County held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED:

1. Commencing with the Fiscal Year beginning on October 1, 2022, and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by the County, the County intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing solid waste services. Such non-ad valorem assessments shall be levied within the unincorporated area of the County. A legal description of such area subject to the assessment is attached hereto as Exhibit B and incorporated by reference.

2. The County hereby determines that the levy of the assessments is needed to fund the cost of solid waste services within the unincorporated area of the County.

3. Upon adoption, the County Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Taylor County Tax Collector, and the Taylor County Property Appraiser by January 10, 2022.

4. This Resolution shall be effective upon adoption.

DULY ADOPTED this _____ day of _____, 2021.

TAYLOR COUNTY, FLORIDA

COMMISSION CHAIR

(SEAL)

Attest:

Clerk

EXHIBIT B

LEGAL DESCRIPTION

TAYLOR COUNTY, FLORIDA
CHAPTER 7.62 FLORIDA STATUTES
LESS INCORPORATED PERRY

**NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING
NON-AD VALOREM ASSESSMENTS**

Taylor County, Florida (the "County") hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to be levied within the unincorporated area of the County, for the cost of providing solid waste services commencing for the Fiscal Year beginning on October 1, 2022 and continuing until discontinued by the County. The County will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 5:30 p.m. on December 6, 2021 at the Commission Chambers, 201 East Green Street, Perry, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the Clerk of the Courts, 108 North Jefferson Street, Suite 102, Perry, Florida. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the County with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Clerk at (850) 838-3506 at least five (5) days prior to the date of the hearing.

DATED this ____ day of _____ 2021.

By Order of:

TAYLOR COUNTY, FLORIDA

Publish in a newspaper of general circulation during the weeks of:

November 8-14, 2021

November 15-21, 2021

November 22-28, 2021

November 29 - December 5, 2021

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER REQUEST TO TRANSFER FUNDS FOR JAIL FIRE PANEL REPAIR.



MEETING DATE REQUESTED:

DECEMBER 6, 2021

Statement of Issue: TO REPAIR FIRE ALARM SYSTEM PANEL AT THE COUNTY JAIL

Recommended Action: APPROVE TRANSFER OF FUNDS FROM JAIL RESERVE FUND

Fiscal Impact: \$14,000

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: COUNTY JAIL STAFF HAS REPORTED THAT PORTIONS OF THE FIRE ALARM SYSTEM LOCATED AT THE COUNTY JAIL ARE IN NEED OF REPAIR.

QUOTES WERE OBTAINED BY JAIL STAFF FOR REPAIR OF THE EXISTING SYSTEM FROM THE ORIGINAL INSTALLER.

Options: APPROVE/NOT APPROVE

Attachments: EXPENDITURE REPORT
QUOTE FROM JOHNSON CONTROLS

SUNGARD PENTAMATION, INC.
DATE: 12/01/2021
TIME: 11:19:25

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
AUDIT21

SELECTION CRITERIA: expledgr.account='59917'
ACCOUNTING PERIODS: 1/22 THRU 3/22

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

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

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	CUMULATIVE BALANCE
001-580-590-9001-9001 - GENERAL FUND RESERVES								
59917		RESERVE-CAPITAL/JAIL			.00	.00	.00 BEGINNING BALANCE	
10/01/21	11-1				80,191.00		POSTED FROM BUDGET SYSTEM	
TOTAL		RESERVE-CAPITAL/JAIL			80,191.00	.00	.00	80,191.00
TOTAL TOTL/DEPT - GENERAL FUND RESERVES					80,191.00	.00	.00	80,191.00
TOTAL FUND - GENERAL FUND					80,191.00	.00	.00	80,191.00
TOTAL REPORT					80,191.00	.00	.00	80,191.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

Date: November 30th 2021

Dear LaWanda Pemberton:

Please be advised we talked to Johnson Control yesterday and they advised that the 13,619 would come off the new fire panel system If they were awarded the Bid because that part had already been purchased, by purchasing this piece right now it would repair the out dated panel board temporally, it could last 2 months or 2 years we don't know.

Major Richard Johnson

A handwritten signature in black ink, appearing to read "M.R. Johnson", written in a cursive style.



Johnson Controls Fire Protection LP
110-D Hamilton Park Drive
Tallahassee , FL 32304

Johnson Controls Fire Protection LP Quotation

To:
Taylor CI ; Attn: Danny Wright
8501 Hampton Springs Road
PERRY, FL 32348-8747

Project: Taylor CI - Replace FA Panel - CPQ-148744
Johnson Controls Reference: 650148744
Proposal #: 1
Date: 11/18/2021
Page: 1 of 7

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Furnish and install a Simplex 4007ES Hybrid system, connecting to your existing wires and zones. If the wiring is bad now, it will be bad after the panel replacement. This is a temporary solution until such time a complete system design and replacement proposal can be provided.

The following is my comments from my site visit in August 2021;

"Based on my walk-thru with you regarding the current Fire Alarm System, I offer the following;

The current system is approximately 30 years old. It appears that it was installed when the facility was built. Most systems today only give you 10+ years of service then need to be replaced. If this system fails (which it almost did last week) you will not have an active fire alarm system at your facility. Based on low inventory levels due to the COVID issue, it could take 6-12 weeks to get a new system installed and tested.

The current system is a conventional system (not addressable) by Gamewell. It is way past obsolete. I also understand by speaking to our inspection/service team that a lot of your service issues are wiring based.

There are two options that can be looked at;

- 1. A total replacement of all related fire alarm system panel, devices and wiring. Bring the facility up to code.*
- 2. Replace the panel and all devices to make them compatible using the existing wiring. Only replace bad wiring as we find it. This option would be less costly, however, you would still be prone to service calls after the fact."*

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Fire Protection LP
110-D Hamilton Park Drive
Tallahassee , FL 32304

Some Parts are shipping 4-8 weeks after receipt of order due to COVID and supply chain issues. We have the panel and most of the equipment to start the installation.

Quotation is valid for a period of 30 days ONLY unless modified in writing by JCI.

Delays, Costs and Extensions of Time.

JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

Lic# - EF# 0001081

Please insure the correct legal name "Johnson Controls Fire Protection, LP" is used on all purchase orders or contracts. Abbreviations such as "Johnson Controls" are not accepted.

Please indicate your approval of this quotation by signing the last page and returning to my attention as noted below.

Contact Information:

Kenneth R. Spressart

Life Safety Systems Executive

Cell: 850-363-4111

kenneth.r.spresart@JCI.com

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Project: Taylor CI - Replace FA Panel - CPQ-148744
Johnson Controls Reference: 650148744
Proposal #: 1
Date: 11/18/2021
Page: 3 of 7

Total net selling price, FOB shipping point, \$13,619.00

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

TERMS AND CONDITIONS (Rev. 11/21)

1. Payment. All payments are due net thirty (30) days from the date of invoice. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Unless prohibited by law, Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are

based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

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

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon Initial Inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such

repair work be declined Company shall be relieved from any and all liability arising therefrom, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT. ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon Initial Inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment. In the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced.
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

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

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to

Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

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

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

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States, risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. COVID-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

15. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States, (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

16. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

17. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

18. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should

changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

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

20. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

21. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

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

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

24. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable

manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

25. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

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

27. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c)

dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment; (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement; and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Customer's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

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

31. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional

labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

32. One-Year Claims Limitation; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

33. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

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

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

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

37. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"). Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee

for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

38. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement. If Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

39. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

40. Privacy. Company as Processor: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

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



Project: Taylor CI - Replace FA Panel - CPQ-148744
Johnson Controls Reference: 650148744
Proposal #: 1
Date: 11/18/2021
Page: 7 of 7

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

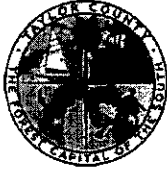
For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Offered By: Johnson Controls Fire Protection LP 110-D Hamilton Park Drive Tallahassee, FL 32304 Telephone: _____ Representative: _____ Email: kenneth.r.spressart@jci.com	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
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Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO RECEIVE AND APPROVE AUTHORIZATION OF DENNIS HOWELL ROAD (CR 531) BRIDGE #384029 REPLACEMENT AND ADOPT A RESOLUTION ENDORSING FDOT'S DELIVERY AND DESIGN ALTERNATIVES..

MEETING DATE REQUESTED:

December 6, 2021

Statement of Issue: The Florida Department of Transportation (FDOT) is proposing to replace CR 531 Dennis Howell Road Bridge No. 384029 using Federal funds. This 1975 vintage Timber bridge is currently rated structurally deficient necessitating its replacement.

Recommended Action: Staff recommends that the Commission authorize the federally funded Bridge Replacement project including adopting a Resolution endorsing FDOT's delivery and design alternatives.

Fiscal Impact: FISCAL YR 2021/24 - N/A

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On July 6, 2021, the Public Works Director received a request from FDOT District 2 Bridge Maintenance Manager Melissa Morgan to adopt a resolution endorsing FDOT's delivery and design of alternatives for replacing CR 531 Dennis Howell Rd Bridge No. 384029. This project will work to replace the existing 45 year old single-lane timber bridge with a new structure meeting current traffic and load rating requirements.

Although Taylor County is Local Agency Program (LAP) certified, we are able to request that FDOT deliver the project given their greater efficiency, cost and time saving ability for optimal project delivery. Under this format, FDOT will fund, design, manage, and construct the bridge replacement project at no expense to Taylor County using federal funds. This format necessitates the Board adopting a Resolution recognizing several aspects of the delivery method and the chosen design alternatives. The alternative to this project delivery path is for Taylor County to self-administer the project. Therefore, Staff recommends that the Commission approve the proposed Resolution.

Options:

- 1) Accept and approve a Resolution authorizing FDOT's delivery and proposed design of the federally funded bridge replacement project.
- 2) Deny the proposed Resolution and self-administer the project.

Attachments:

FDOT Federal Fund Resolution Request Letter
Authorizing Signature and FDOT Delivery Resolution



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32055

KEVIN J. THIBAUT, P.E.
SECRETARY

July 6, 2021

Mr. Hank Evans
Road Director
Taylor County
587 Highway 27
East Perry, FL 32347

Subject: Request for Adoption of Resolution Endorsing the Department's Delivery and Design Alternatives of Bridge Replacement at: Dennis Howell Road (CR531) over Spring Warrior Creek (384029) Fin#437423-1

Dear Mr. Evans:

The Department is scheduled to deliver the subject federally funded project on behalf of Taylor County. Pursuant to Program Management Bulletin 15-03, attached hereto, Taylor County's governing body is required to adopt a resolution endorsing the Department's delivery of a particular project prior to the Department's delivery of said project. The Department is also requesting Taylor County's governing body to include their endorsement of the Department's Design Alternatives as presented in the enclosed Bridge Replacement Report dated July 02, 2021.

The resolution shall include one of the below listed reasons identifying the basis for the Department's delivery of the project:

- Your agency is neither certified as a Local Agency Program ("LAP") Agency, nor does your Agency desire to become LAP certified due to lack of staffing and/or other resource limitations.

-OR-

- Although LAP certified, your Agency requests that the Department delivers the subject project because doing so allows for greater efficiency, innovation, cost, or time savings or other reasons that allow for optimal project delivery.

The resolution should also note/include the following:

- Department and your Agency will execute a separate transfer and maintenance agreement for the subject project at a later date if required.
- Any items, in the Department's sole discretion and without limitation in accordance with the Code of Federal Regulations (CFR), deemed to be federal non-participating items, shall be funded at the sole expense of the Agency.
- Your agency's endorsement of the proposed design alternatives.
- Your agency's preferred design alternative.

The executed resolution should be mailed to Melissa D. Morgan, 710 NW Lake Jeffery Rd, Ste 202, Lake City, FL 32055.

Taylor County
July 6, 2021
Page 2 of 2

Please contact project manager Melissa D. Morgan at 386-961-7060 if you have any questions regarding the Department's delivery of the projects, the required resolution, or in the event your Agency would like to deliver the projects.

Sincerely,

DocuSigned by:

Greg Evans

BA93B2A03EC34AA...

Greg Evans

District Two Secretary

GE:mm

Enclosures: Program Management Bulletin 15-03
Bridge Replacement report

cc: David Cerlanek, Program Administration Engineer
Kimberly Evans, District Local Programs Administrator
Melissa D. Morgan, Maintenance Manager/Contracts
Katrina Sadler, District Program Services Manager

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH ENDORSES THE FLORIDA DEPARTMENT OF TRANSPORTATION'S DELIVERY AND DESIGN ALTERNATIVES TO REPLACE CR 531 DENNIS HOWELL ROAD BRIDGE NO. 384029.

WHEREAS, the Taylor County Board of County Commissioners recognize the need for improvements to Dennis Howell Road Bridge No. 384029 over Spring Warrior Creek; and

WHEREAS, due to financial constraints, it is beyond Taylor County's ability to make such bridge improvements; and

WHEREAS, although LAP certified, Taylor County requests that the Florida Department of Transportation deliver the project as so doing allows for greater efficiency, innovation, cost, time savings and other reasons resulting in optimal project delivery; and

WHEREAS, the Florida Department of Transportation and Taylor County will execute a separate transfer and maintenance agreement for the subject project at a later date if required; and

WHEREAS, any items, in the Florida Department of Transportation's sole discretion and without limitation in accordance with the Code of Federal Regulations (CFR), deemed to be federal non-participating items, shall be funded at the sole expense of Taylor County; and

WHEREAS, Taylor County endorses the proposed design alternatives in the Florida Department of Transportation Bridge Replacement Report for the above referenced project; and

WHEREAS, the Board of County Commissioners finds that the adoption of this resolution is in the best interest of Taylor County, Florida and its citizens.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida as follows:

Section 1. Adoption and Incorporation of Recitals. The Taylor County Board of County Commissioners adopts the recitals outlined above and incorporates them herein as an adopted as part of this resolution.

Section 2. Endorsement. The Taylor County Board of County Commissioners does hereby endorse the Florida Department of Transportation's delivery of Financial Project Number 437423-1 relating to replacement of Dennis Howell Road Bridge No. 384029 over Spring Warrior Creek.

Section 3. Design Alternatives. The Taylor County Board of County Commissioners does hereby endorse the Florida Department of Transportation's proposed design alternatives in the Bridge Replacement Report for the above referenced project as follows:

Alignment: Taylor County endorses recommended Alignment Alternative, which realigns Dennis Howell Rod approaching, crossing and leaving the Spring Warrior crossing slightly west of the roads current position as depicted in Report Figure 4.

Structure: Taylor County endorses recommended Box Culvert Alternative, which consists of a 3 barrel, 12 feet by 12 feet box culvert, with an overall width of 26 feet and a 40 feet overall length as depicted in Report Figure 6 and 7.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

Section 5. Distribution. The County Administrator is directed to provide an executed copy of this Resolution to Melissa D. Morgan, 710 NW Lake Jeffrey Road, Suite 202, Lake City, Florida 32055.

PASSED AND ADOPTED in regular session this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
THOMAS DEMPS, Chair

ATTEST:

GARY KNOWLES, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO REVIEW AND APPROVE SUPPLEMENTAL AGREEMENT NO. 1 FOR THE PROPOSED WIDENING/RESURFACING OF SLAUGHTER ROAD UNDER THE FDOT SMALL COUNTY ROAD OUTREACH PROGRAM.

MEETING DATE REQUESTED:

December 6, 2021

Statement of Issue: Section 3 of the Interlocal Agreement between Taylor County and the Florida Department of Transportation for the Slaughter Road Widening/Resurfacing project establishes a completion date of June 30, 2020.

Recommended Action: The Board should accept Supplemental Agreement No. 1 with FDOT for the Widening and Resurfacing of Slaughter Road. Further, Staff also recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2021/22 - \$2,324,830 SCOP Funding remaining

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners entered into a Small County Outreach Program Agreement with the FDOT for the Widening/Resurfacing of Slaughter Road (CR 369A) from US HWY 19 to Harrison Blue Road. In accordance with Section 3 of that Interlocal agreement, the current date for completion of the project is established as June 30, 2022. Although the project design has been nearly completed for quite some time, permitting through the Florida Department of Environmental Protection has taken an overly extensive amount of effort and time and is still not yet resolved. For this reason, Staff requested and FDOT is offering to extend the project completion deadline until December 31, 2023.

Beyond the extended timing, the older original agreement verbiage is also being updated to include current FDOT policies pertaining to Invoicing frequency, Conflict of Interest, Public Records Retention, and Indemnification and Insurance. These policies are standard inclusions in the current agreements and do not present a detriment to the project reimbursement. Therefore, Staff recommends that the Board accept the Supplemental Agreement with FDOT and further recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Options:

- 1) Approve the proposed Supplemental Agreement No. 1 and adopt a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Supplemental Agreement No. 1 and state reasons for such denial.

Attachments:

Supplemental Agreement No. 1
Authorizing Signature Resolution

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

CONTRACT NO.

G0W46

FPN

436462-1-54-01Recipient: TAYLOR COUNTY

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 06/08/2018 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

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

- 1) Extend contract time until December 31, 2023
- 2) Update Invoicing frequency from "quarterly" to "at least quarterly"
- 3) Update Conflict of Interest Language
- 4) Update Public Records Law Provision of the contract
- 5) Update Indemnification and Insurance Language

Exhibits:

Exhibit A - BOCC Request Letter; Exhibit D - County Resolution

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

- 1) Update contract time

Due to unforeseen circumstances, the Agency requires additional time to complete the activities specified in the agreement. The previously executed agreement has a completion date of June 30, 2022. This agreement will further extend the contract time until December 31, 2023. See Time Extension request included in "Exhibit A" of this agreement. County Resolution of authorization (Exhibit D).

- 2) Invoice Frequency

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

- 3) Conflict of Interest

The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

4) Update Public Records Language

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

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

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2

386-758-3727

D2prcustodian@ dot.State.FL.us

Florida Department of Transportation

District 2 - Office of General Counsel

1109 South Marion Avenue, MS 2009

Lake City, FL 32025

5) Update Indemnification and Insurance Language

The parties specifically agree that Paragraph 14, Subsection C of the Grant Agreement (Attachment A) is stricken in its entirety and replaced with the following:

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the [ENTITY] and other persons employed or utilized by the [ENTITY] in the performance of this Agreement."

The foregoing indemnification shall not be construed to constitute agreement by [ENTITY] to indemnify either the Recipient or the State of Florida, Department of Transportation for the negligent acts or omissions of their respective officers, agents, or employees, or third parties. This indemnification shall survive termination of this Agreement.

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
TAYLOR COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: Thomas Demps
Title: Chairman

By: _____
Name: Greg Evans
Title: District Secretary

Legal Review:

JAMIE ENGLISH
District 1JIM MOODY
District 2MICHAEL NEWMAN
District 3PAM FEAGLE
District 4THOMAS DEMPS
District 5

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3508 Phone
(850) 838-3549 Fax

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

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

September 22, 2021

Florida Department of Transportation, District 2
ATTN: Mrs. Kim Evans, Local Programs Administrator
1109 South Marion Avenue
Lake City, Florida 32025-5874

RE: ~~FM No. 436462-1-54-01 / Contract GOW46 - SCOP CR 359A Slaughter Road~~
~~FM No. 436462-2-54-01 / Contract GIE43 - SCRAP CR 359A Slaughter Road~~

Dear Mrs. Evans:

Under the terms of Section 2, subsection B of the Interlocal Agreement, Taylor County respectfully requests an extension of the current June 30, 2022 project completion date for the above referenced project. This SCOP project was stalled initially from its June 2018 award inception to sequence the project with its SCRAP counterpart that was funded in a subsequent fiscal year. It remains our belief this is the more efficient method of delivering the single roadway's two contiguous projects that were only separated due to fiscal year funding inadequacies. Once funding for both projects became available, Taylor County awarded project design to North Florida Professional Services (NFPS). Since that time, NFPS has been working diligently to complete the roadway design along with an attempt to secure the required environmental resource permitting. That aspect became an issue due to delays caused by considerable challenges in the Florida Department of Environmental Protection 404 wetland permitting process. As you know, the FDEP was recently delegated the responsibility for 404 wetland permitting and in our circumstance, appears to have exacerbated the minor permitting process much more than what was expected. That process remains incomplete to this day. Apparently, neither the County nor the County's consultant appears to have any influence or control over the permitting timeline or for requiring action on behalf of the project permit application. Nonetheless, once permitting is ultimately accomplished, Taylor County stands ready to move toward advertising the projects. Unfortunately, we know the current SCOP funding agreement term (June 30, 2022) will necessitate an extension to accommodate the construction timeline and any inherent expansion or delays due to holidays, weather or other aspects. Therefore, we respectfully suggest that it may be best to adjust its term to match the SCRAP project timing, namely, completion on or before December 31, 2023. Realistically, absent this opportunity, the projects will not be able to succeed.

As always, the Taylor County Board of County Commissioners wishes to express its gratitude for the Florida Department of Transportation's continued cooperation and also for providing the Small County Outreach and Road Assistance programs. If you have any questions regarding this matter, please call me at (850) 838-3500, ext. 4.

Respectfully,


Kenneth Dudley, County Engineer

cc: Mr. William Cerlanek, District Program Administration Engineer, District 2
Jimmy Pittman, NFPS
File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. _____

***Slaughter Road Widening/Resurfacing Project
Supplemental Agreement No. 1 - Signature Authorization***

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Slaughter Road Widening/Resurfacing Project Supplemental Agreement No. 1, and

WHEREAS, Supplemental Agreement No. 1 will extend the current project completion deadline until December 31, 2023 and

WHEREAS, Supplemental Agreement No. 1 will update the funding agreement verbiage to include current FDOT policies pertaining to Invoicing frequency, Conflict of Interest, Public Records Retention, Indemnification and Insurance, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 1.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Slaughter Road Supplemental Agreement No. 1.

PASSED in regular session this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
THOMAS DEMPS, Chairperson

ATTEST:

GARY KNOWLES, Clerk

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

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

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

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

November 23, 2021

VIA E-MAIL

Ms. Deborah A. Ruster
PETERSON & MYERS, P.A.
Attorneys at Law
Post Office Box 24628
Lakeland, Florida 33802-4629

Re: Your Client: Cindy Nemeth

Dear Deborah:

Thank you for your e-mail of 11/19/21 where Ms. Nemeth has accepted the offer.

I have asked Ms. LaWanda Pemberton to put it on the agenda for 12/6/21.

If you have a question, please let me know.

Hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

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

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

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

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

November 23, 2021

VIA E-MAIL

Mr. Eric Romano
Romano Law Group
801 Spencer Drive
West Palm Beach, Florida 33409
eric@romanolawgroup.com

Re: Opioid Litigation –

Dear Mr. Romano:

Thank you for your recent e-mails.

We have put on the agenda for December 6, 2021 for the Board to decide who will sign for the county.

If you have a question, please let me know.

Hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

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

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

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

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

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

November 22, 2021

VIA E-MAIL AND REGULAR MAIL

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

Re: Opiate Litigation

Dear Lawanda:


Enclosed please find what I have just received from Mr. Romano.

Here's what we need to do:

1. Put this on the agenda for the next regular meeting.
2. Call me to set up a time where you and I can read over all of this so we can explain it to the Board, as these are signed under penalty of perjury.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosure

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

The Bishop Law Firm

From: Eric Romano <eric@romanolawgroup.com>
Sent: Thursday, November 18, 2021 9:08 PM
To: lawbishop@fairpoint.net
Cc: karenparker@fairpoint.net; LaWanda Pemberton; gknowles@taylorclerk.com; mavera@avera.com; RodSmith@avera.com; dvallejos-nichols@avera.com; Marjorie Levine; gknowles@taylorclerk.com; Jamey Szerdi
Subject: RE: Re: Important Update Regarding Opioid Litigation - Taylor County
Attachments: FL.PA.Distributor (11.15.21).pdf; FL.PA.Janssen(11.15.21).pdf; FLORIDAOPIOIDALLOCATIONAGREEMENT 11.15.21.pdf

ACTION REQUIRED: Please have the individual authorized to bind your county or municipality promptly execute the Participation Agreements, either by DocuSign or by wet-signature as further explained below.

Good Evening, Conrad:

We write to provide an update regarding the proposed settlements from AmerisourceBergen, Cardinal Health, and McKesson (collectively, "Distributors") and Janssen/Johnson & Johnson ("J&J") (collectively, "Settling Defendants"), along with the Florida Opioid Allocation Agreement. The proposed settlements are complex, the circumstances are evolving, and we are working to give you the necessary information and instructions to help you take appropriate action to protect your rights and maximize the available settlement benefits.

Statewide Allocation Agreement

Logistically, settlement funds will flow into the state and then be allocated between the state and its local governments. As you are aware, you have previously passed a resolution which approved a Memorandum of Understanding ("MOU") with the state in an effort to fairly apportion settlement funds between the state and its local governments. It was contemplated the MOU would be reduced to a formal agreement consistent with the MOU. As a result, we are attaching the Florida Opioid Allocation and Statewide Response Agreement ("Allocation Agreement"). While this Agreement is consistent with the MOU, it also includes a couple of items/issues we want to point out. First, with regard to clawback and recoupment (present in the MOU), we have made it clear that if the federal government seeks a clawback or recoupment from the state for any monies it claims it is owed, the Agreement distinguishes between the 15% direct city/county bucket and the state and regional bucket – so it is clear that the intention is that any clawback does not apply to the direct payments to local governments. The Agreement also confirms that the state is continuing to seek an agreement from the federal government to limit or reduce its right to recoup any funds. In addition, there are provisions relating to the efficient and effective use of the funds by way of program requirements, along with reporting and auditing requirements which apply as a matter of law. Importantly, by executing the Participation Agreements (discussed further below), you are accepting the terms of the Agreement. You DO NOT need to sign the Allocation Agreement.

Participation Agreements (releases)

We previously informed you that notices would be sent out from attorneys general to inform local governments how to register to receive Participation Agreements. Since that time, either you have registered or we have registered on your behalf, and you are eligible to receive the Participation Agreements from the settlement administrator. The Florida Participation Agreements have been

modified and are specific to Florida. The modification includes a condition in the Participation Agreements that makes your participation contingent on at least 95% of the applicable litigating subdivisions signing on to the proposed settlements. If an insufficient number of applicable litigating subdivisions do not participate in the proposed settlements, Florida could receive approximately 50% of the available payments from the Settling Defendants. By making your participation contingent on 95% of the applicable litigating subdivisions signing on to the proposed settlements, you will only participate if Florida is entitled to receive at least 70% of the available payments from the Settling Defendants.

The language concerning the participation levels is as follows:

The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in the State of Florida. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Florida, this Election and Release shall be deemed void and no claims shall be released.

There are two Participation Agreements and they are different: one is for the Distributors and one is for J&J. Both Participation Agreements require a signature. Execution of the Participation Agreements serves to release all opioid claims against the Settling Defendants. You (or the person who is registered to receive the email) should receive these documents via DocuSign within the next 1-2 days. The email will come from the National Opioids Settlement Administrator via DocuSign, likely from the e-mail address dse_na3@docusign.net. If you receive the Participation Agreements directly by email from the Settlement Administrator, please follow the instructions and sign both Agreements.

In an effort to speed-up the process and because your Board or Commission may be going on recess soon, we have attached both Participation Agreements to this letter so they may be wet-signed, if you so choose. Please have the authorized individual complete the section at the top of the Participation Agreement where it asks for the name of the governmental entity and the name and address of the signatory. Also, please do not forget to include the wet signature of the authorized individual at the end of the document. Then, please email the signed Participation Agreements to participation@nationalopioidsettlement.com with a copy to eric@romanolawgroup.com. Please include "Florida" and which city or county is making the submission. If you wet-sign the documents, please DO NOT sign the Participation Agreements a second time through the DocuSign process.

With the Thanksgiving break, Christmas holidays, and the end of the year quickly approaching, we ask that you make best efforts to hold any necessary meetings or votes to execute the Participation Agreements by December 7, 2021. Completing the Agreements by this date allows you additional time to ask questions or resolve any issues that may arise. If you are unable to sign the agreements by that date, please make every effort to sign and return them as soon as possible, keeping in mind that the deadline to submit all signed Participation Agreements in January 2, 2022.

As a reminder, detailed information about the settlements may be found at <https://nationalopioidsettlement.com/>. This national settlement website also includes links to helpful summary information including risks, assumptions, FAQs, and flow charts describing how the settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created.

We ask that you please have the individual authorized to bind your county or municipality promptly execute and return the Participation Agreements as soon as you receive them..

If you have any questions, please feel free to contact us.

Best regards,

ERIC ROMANO



Eric Romano

Board Certified by the Florida Bar and the
National Board of Trial Advocacy in
Criminal Trial Law

ROMANO LAW GROUP

801 Spencer Drive
West Palm Beach, FL 33409
(561) 533-6700
romanolawgroup.com

From: Eric Romano <eric@romanolawgroup.com>

Sent: Thursday, October 21, 2021 8:59 AM

To: lawbishop@fairpoint.net

Cc: karenparker@fairpoint.net; LaWanda Pemberton <LPemberton@taylorcountygov.com>; gknowles@taylorclerk.com; Brent Ceryes <bceryes@sfspa.com>; Eric Romano <eric@romanolawgroup.com>; Phil Federico <pfederico@sfspa.com>; Matt Legg <mlegg@sfspa.com>; mavera@avera.com; RodSmith@avera.com; dvallejos-nichols@avera.com; Peter H. Weinberger <PWeinberger@spanglaw.com>; Dustin Herman <DHerman@spanglaw.com>; Erika Sneeringer <esneeringer@sfspa.com>; Marjorie Levine <Marjorie@romanolawgroup.com>; gknowles@taylorclerk.com; Jamey Szerdi <jamey@romanolawgroup.com>

Subject: Re: Important Update Regarding Opioid Litigation - Taylor County

Importance: High

Good Morning Conrad,

We are writing with an important update on the Opioid Litigation.

As we have previously advised, there are potential settlement agreements which have been reached with Johnson and Johnson and the three major distributors, Cardinal Health, Amerisource Bergen and McKesson. The final value of these settlements to local governments is dependent upon the number of litigating and non-litigating entities who agree to participate.

The Florida Attorney General recently sent via email a list of instructions to register and file participation agreements in these settlements. The first step, Registration, involves filling out an online form using an Identification Number provided in that email.

We intend to register on your behalf to facilitate this administrative process. If you would prefer to register your own entity, or have already done so, please let us know on or before Friday, October 22.

As part of this registration process, we must identify an individual who is authorized to sign the Participation Agreement. We intend to identify the primary recipient of this email as the authorized individual. This person will ultimately receive the Participation Agreement by email, and may sign it electronically. If you wish to have someone else appointed for this purpose, please advise by October 22.

The Participation Agreement must be signed on or before January 2, 2022. We are in the process of negotiating a Participation Agreement that will be contingent upon a sufficient number of entities enrolling in this settlement program, to ensure that we have protected your interests. We will continue to be in touch about this process.

As always, please contact us with any questions.



Eric Romano

Board Certified by the Florida Bar and the
National Board of Trial Advocacy in
Criminal Trial Law

ROMANO LAW GROUP

801 Spencer Drive
West Palm Beach, FL 33409
(561) 533-6700
romanolawgroup.com

Florida Subdivision Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Settling Distributors"), dated July 21, 2021 ("National Distributor Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the National Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the National Distributor Settlement or pursuant to terms consistent with the National Distributor Settlement.
2. The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions representing 95% or more of the population (combined) of Litigating Subdivisions in Florida. Should the combined population of the Litigating Subdivisions in Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions in Florida, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity's execution of this Participation Agreement shall serve as the Governmental Entity's acceptance of the terms and conditions of the Florida Opioid Allocation And Statewide Response Agreement dated November 15, 2021.
4. The Governmental Entity shall, within 14 days of the Reference Date prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
5. The Governmental Entity agrees to the terms of the National Distributor Settlement pertaining to Subdivisions as defined collectively therein.

6. By agreeing to the terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
7. The Governmental Entity agrees to use any monies it receives through the National Distributor Settlement solely for the purposes provided therein.
8. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the National Distributor Settlement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.
9. The Governmental Entity has the right to enforce the National Distributor Settlement as collectively provided therein.
10. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the National Distributor Settlement, including but not limited to, all provisions of Part XI and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The National Distributor Settlement shall be a complete bar to any Released Claim.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the National Distributor Settlement.
12. In connection with the releases provided for in the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the National Distributor Settlement.

13. Nothing herein is intended to modify in any way the terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity

Signature: _____

Name: _____

Title: _____

Date: _____

Florida Subdivision Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement with Janssen, dated July 21, 2021 ("National Janssen Settlement") acting through the undersigned authorized official, hereby elects to participate in the National Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Janssen Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the National Janssen Settlement or pursuant to terms consistent with the National Janssen Settlement.
2. The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in Florida. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in Florida, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity's execution of this Participation Agreement shall serve as the Governmental Entity's acceptance of the terms and conditions of the Florida Opioid Allocation And Statewide Response Agreement dated November 15, 2021.
4. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
5. The Governmental Entity agrees to the terms of the National Janssen Settlement pertaining to Subdivisions as defined therein.
6. By agreeing to the terms of the National Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

7. The Governmental Entity agrees to use any monies it receives through the National Janssen Settlement solely for the purposes provided therein.
8. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the National Janssen Settlement Agreement.
9. The Governmental Entity has the right to enforce the National Janssen Settlement as provided therein.
10. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the National Janssen Settlement, including, but not limited to all provisions of Section IV (Release), of the Janssen Settlement and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the National Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The National Janssen Settlement shall be a complete bar to any Released Claim.
11. In connection with the releases provided for in the National Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether

through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the National Janssen Settlement.

12. Nothing herein is intended to modify in any way the terms of the National Janssen Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity

Signature: _____

Name: _____

Title: _____

Date: _____

**FLORIDA OPIOID ALLOCATION AND
STATEWIDE RESPONSE
AGREEMENT**

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ("State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."
11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.
12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.
13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.
14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.
15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*
16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

- (i) The Governor shall appoint two Members.
- (ii) The Speaker of the House shall appoint one Member.

- (iii) The Senate President shall appoint one Member.
- (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).
- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.
- (i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute § 112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph;; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply with all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

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

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

By: _____ 11/15/2021
Its: _____ DATED

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: The Board to consider request from Taylor County School District to perform tractor work at the Steinhatchee School.



MEETING DATE REQUESTED: December 6, 2021

Statement of Issue: To authorize Public Works to utilize heavy equipment to shape the infield portion of the ball field at the Steinhatchee School.

Recommended Action:

Fiscal Impact: Time/Materials

Budgeted Expense: No

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Taylor County School Superintendent has requested that the Board of County Commissioners authorize Public Works to shape the infield portion of the ball field at the Steinhatchee School.

County Policy 2008-12 provides for the ability for the Board of County Commissioners to assist with maintenance on school grounds, providing adequate resources are available. The School Board voted to approve requesting maintenance during their October 19, 2021 meeting.

It should be considered that the Public Works Department may assist as a one- time repair and not an ongoing maintenance responsibility.

Options: Approve/not approve

Attachments: Request from Paul Dyal, Superintendant
County Policy

**Taylor County
School District**

Memo

To: Ms. LaWanda Pemberton, County Administrator

From: Paul Dyal, Superintendent



cc:

Date: Nov. 29, 2021

Re: Tractor work for Steinhatchee School

The Taylor County School District is respectfully requesting you to allow the County to perform tractor work to shape the infield portion of the ball field at the Steinhatchee School.

Thank you for doing this for the Steinhatchee community and school.



Taylor County

Board of County Commissioners'

Policy Manual

6.03

Policy #:	Title:	Effective Date:
2008-12	Public School Grounds – County Work on	11/03/08

PURPOSE

Establish guidance for working on Public School Grounds.

REFERENCE

POLICY

The County may assist the Taylor County School Board in maintenance of school grounds.

Projects can be requested by the School Board and approved by the County Board of County Commissioners. This work will be performed if adequate resources are available and approved by the Board at a time that is convenient to the Road Department work schedule.

RESPONSIBLE DEPARTMENT

Office of the County Administrator

Sunset Date: None

Last Updated: 11/03/08