TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

PERRY, FLORIDA

TUESDAY, NOVEMBER 28, 2023 6:00 P.M. 201 E. GREEN STREET

TAYLOR COUNTY ADMINISTRATIVE COMPLEX OLD POST OFFICE

REORGANIZATION OF THE BOARD FOR FY 2023/2024

THE FOLLOWING BEING PRESENT, JAMIE ENGLISH OF DISTRICT NO. 1, WHO WAS DULY ELECTED ON AUGUST 18, 2020 TO SERVE A TERM OF FOUR (4) YEARS OR UNTIL HIS SUCCESSOR IS DULY ELECTED AND QUALIFIED; JIM MOODY OF DISTRICT 2, WHO WAS DULY ELECTED ON AUGUST 23, 2022 TO SERVE A TERM OF FOUR (4) YEARS UNTIL HIS SUCCESSOR IS DULY ELECTED AND QUALIFIED; MICHAEL NEWMAN OF DISTRICT NO. 3, WHO IS DULY ELECTED ON AUGUST 18, 2020 TO SERVE A TERM OF FOUR (4) YEARS OR UNTIL HIS SUCCESSOR IS DULY ELECTED AND QUALIFIED; PAM FEAGLE OF DISTRICT NO. 4, WHO WAS DULY ELECTED ON AUGUST 23, 2022 TO SERVE A TERM OF FOUR (4) YEARS OR UNTIL HER SUCCESSOR IS DULY ELECTED AND QUALIFIED; AND THOMAS DEMPS OF DISTRICT NO. 5, WHO WAS DULY ELECTED ON AUGUST 18, 2020 TO SERVE A TERM OF FOUR (4) YEARS OR UNTIL HIS SUCCESSOR IS DULY ELECTED AND QUALIFIED.

A FULL BOARD BEING PRESENT.

ALSO PRESENT, GARY KNOWLES, CLERK OF CIRCUIT COURT, DULY ELECTED ON AUGUST 18, 2020 TO SERVE A TERM OF FOUR (4) YEARS OF UNTIL HIS SUCCESSOR IS DULY ELECTED AND QUALIFIED.

THE CHAIR CALLED THE REGULAR MEETING TO ORDER AT 6:00 P.M.

COUNTY STAFF ATTENDED THE MEETING AS FOLLOWS:

<u>POSITION</u>	NAME	HOW ATTENDED	PORTION ATTENDED
CO ADMINISTRATOR	LAWANDA PEMBERTON	IN PERSON	ALL
ASST CO ADMIN	MARSHA DURDEN	IN PERSON	ALL
COUNTY ATTORNEY	CONRAD BISHOP	IN PERSON	ALL
COUNTY ENGINEER	KENNETH DUDLEY	IN PERSON	ALL
GRANTS WRITER	MELODY COX	CALL IN	ALL

COMMISSIONER DEMPS LED THE BOARD IN PRAYER, FOLLOWED BY THE PLEDGE OF ALLEGIANCE TO THE FLAG. BUSINESS WAS TRANSACTED AS FOLLOWS:

THE CHAIRMAN READ INSTRUCTIONS FOR CONFERENCE CALL-IN LINE.

3. REORGANIZATION OF THE BOARD FOR FY 2023/2024:

A. ELECTION OF A CHAIRPERSON

CHAIR ENGLISH RELINQUISHED THE GAVEL TO THE CLERK OF COURT, WHO ANNOUNCED THAT THE FIRST ORDER OF BUSINESS WILL BE THE ELECTION OF A CHAIR OF THE BOARD.

CLERK:

THE FLOOR IS NOW OPEN FOR NOMINATIONS FOR CHAIR.

DO I HEAR NOMINATIONS FOR CHAIR?

COMMISSIONER FEAGLE NOMINATED COMMISSIONER ENGLISH TO BE CHAIRMAN OF THE BOARD.

ARE THERE ANY OTHER NOMINATIONS FOR CHAIRMAN?

UPON COMMISSIONER DEMPS, WITH A SECOND BY COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE, THE NOMINATIONS FOR CHAIRMAN CLOSED.

BOARD MEMBERS VOTING FOR COMMISSIONER ENGLISH TO BE CHAIR OF THE BOARD: YEA: COMMISSIONERS FEAGLE, DEMPS, NEWMAN AND MOODY.

NAY:

THE CLERK DECLARED THAT COMMISSIONER ENGLISH WAS ELECTED BY A UNANIMOUS VOTE OF THE BOARD, TO BE THE CHAIR OF THE BOARD.

THE CLERK RELINQUISHED THE CHAIR TO NEWLY ELECTED CHAIR ENGLISH.

B. ELECTION OF A VICE-CHAIRPERSON

CHAIR ENGLISH THEN CALLED FOR NOMINATIONS FOR VICE-CHAIR.

COMMISSIONER MOODY NOMINATED COMMISSIONER NEWMAN FOR VICE-CHAIR OF THE BOARD.

COMMISSIONER FEAGLE NOMINATED COMMISSIONER MOODY FOR VICE-CHAIR OF THE BOARD.

ARE THERE ANY OTHER NOMINATIONS FOR VICE-CHAIR?

THERE BEING NO OTHER NOMINATIONS FOR VICE-CHAIR, AND UPON MOTION OF COMMISSIONER MOODY, WITH A SECOND BY COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE, THE NOMINATIONS FOR VICE-CHAIR CLOSED.

BOARD MEMBERS VOTING FOR COMMISSIONER NEWMAN TO BE VICE-CHAIR OF THE BOARD:

YEA: COMMISSIONERS DEMPS, MOODY AND ENGLISH

NAY: COMMISSIONER FEAGLE

BOARD MEMBERS VOTING FOR COMMISSIONER FEAGLE TO BE VICE-CHAIR OF THE BOARD:

YEA: COMMISSIONER MOODY

NAY: COMMISSIONER DEMPS, NEWMAN AND ENGLISH

THE CHAIR DECLARED THAT COMMISSIONER NEWMAN WAS ELECTED BY A MAJORITY VOTE OF THE BOARD, TO BE THE VICE-CHAIR OF THE BOARD.

C. DISCUSSION OF BOARD PERSONNEL

COMMISSIONER FEAGLE, MADE A MOTION TO RETAIN COUNTY ATTORNEY BISHOP, COUNTY AUDITORS, AS WELL AS ALL OTHER BOARD PERSONNEL IN THEIR CURRENT POSITIONS.

THE MOTION WAS SECONDED BY COMMISSIONER NEWMAN, AND PASSED BY UNANIMOUS VOTE OF THE BOARD.

D. DISCUSSION REGARDING BOARD MEETING DATES AND TIMES AND APPROVE BOARD CALENDAR

- 1. RETAIN THE REGULAR MEETING DAYS ON THE FIRST MONDAY (6:00 P.M.) AND THE THIRD TUESDAY (6:00 P.M.) OF EACH MONTH.
- 2. RETAIN ALL REGULAR WORKSHOPS ON THE FOURTH TUESDAY OF EACH MONTH, BEGINNING AT 6:00 P.M.
- 3. ADOPTED THE BOARD CALENDAR FOR FY 23/24.

COMMISSIONER FEAGLE, MADE A MOTION TO NOT HAVE WORKSHOP IN JUNE AND NOVEMBER 2024.

THE MOTION WAS SECONDED BY COMMISSIONER DEMPS, AND PASSED BY UNANIMOUS VOTE OF THE BOARD.

E. MISCELLANEOUS DISCUSSION (COMMITTEE APPOINTMENTS, ETC.)

COUNTY ADMINISTRATOR SUGGESTED ADDING AN ADDITIONAL MEMBER TO NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP JOINING TCDA.

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER DEMPS, AND BY UNANIMOUS VOTE, THE BOARD VOTED TO LEAVE ALL COMMITTEE APPOINTMENTS, AS IS CONTINGENT UPON TCDA JOINING IN NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP.

F. THE BOARD TO APPROVE ITS RULES OF PROCEDURE.

COMMISSIONER FEAGLE WOULD LIKE TO INVOLVE THE CLERGY AND COMMUNITY FOR OPENING PRAYER FOR MEETINGS.

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE RULES OF PROCEDURE FOR FY 23/24.

ATTACHMENTS: BOARD CALENDAR FOR FY 23/24; 23/24 COMMITTEE ASSIGNMENTS; 23/24 RULES OF PROCEDURE

4. APPROVAL OF AGENDA:

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AGENDA FOR THIS DATE, AS FOLLOWS:

5. THE BOARD TO RECEIVE AND ORDER FILED, THE REPORTS OF RECEIPTS, EXPENSES AND NET INCOME FOR SEPTEMBER 30, 2023, ON ALL CONSTITUTIONAL OFFICERS.

COUNTY ADMINISTRATOR- THE BOARD, IN THE PAST, HAS UTILIZED THIS INCOME FOR INCENTIVES FOR EMPLOYEES. TAKING IN CONSIDERATION OF THE RECENT \$2 RAISE AND THE GP CLOSURE, WOULD THE BOARD LIKE TO CONSIDER A \$50 GIFT CARD FOR ALL COUNTY EMPLOYEES?

MOTION FOR \$50 GIFT CARD FOR ALL COUNTY EMPLOYEES.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			Χ			
Moody		Х	Х			
Newman			Х			
Feagle	Х		Х			
Demps			Х			

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS:

CONSENT ITEMS:

6. EXAMINATION AND APPROVAL OF INVOICES.

THE APPROVAL OF THE CURRENT BILLS BY THE BOARD, AS FOLLOWS:

GENERAL REVENUE FUND 70632 THROUGH 70665 **INCLUSIVE GENERAL FUND VOUCHERS** V70666 THROUGH V70694 **INCLUSIVE ROAD AND BRIDGE FUND** 5017932 THROUGH 5017935 **INCLUSIVE** ROAD AND BRIDGE FUND VOUCHERS V5017936 THROUGH V5017945 **INCLUSIVE** AND THAT THE CHAIRMAN AND THE CLERK BE AUTHORIZED TO ISSUE COUNTY WARRANTS COVERING SAME.

- 7. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE AIRPORT FUND AND THE DOT BEACH RD FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
- 8. THE BOARD TO CONSIDER APPROVAL OF THREE (3) YEAR CONTRACT EXTENSION WITH POWELL AND JONES, CPA, AS AGENDAED BY GARY KNOWLES, CLERK OF COURT.
- 9. THE BOARD TO CONSIDER APPROVAL OF THE SUBGRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT AND THE COUNTY, GRANT AGREEMENT NUMBER Z3914, AS THE COUNTY HAS BEEN APPROVED BY FEMA FOR PUBLIC ASSISTANCE FOR DAMAGE BY HURRICANE IDALIA, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
- 10. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR FOR CHANGE ORDER NO. 2 WITH ANDERSON COLUMBIA FOR THE LOCAL AGENCY PROGRAM SAFETY IMPROVEMENT PROJECT ALONG BEACH ROAD (CR361) FROM PERRY TO STEINHATCHEE, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
- 11. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ADVERTISE FOR THE PROPOSED WIDENING/RESURFACING OF 1ST AVENUE SOUTH UNDER THE FDOT SMALL COUNTY OUTREACH AND COUNTY INCENTIVE GRANT PROGRAMS, AS AGENDAED BY THE COUNTY ENGINEER.

- 12. THE BOARD TO CONSIDER APPROVAL OF NOTICE TO BIDDERS FOR THE CONCRETE APRON REHABILITATION PHASE 2 AT PERRY-FOLEY AIRPORT, AS AGENDAED BY MELODY COX, GRANTS WRITER.
- 13. THE BOARD TO CONSIDER APPROVAL OF REQUEST BY THE TAYLOR COUNTY HISTORICAL SOCIETY FOR THE USE OF THE COURTHOUSE PARKING LOT FOR THE ANNUAL DOWNTOWN CHRISTMAS OPEN HOUSE AND PARADE ON DECEMBER 1, 2023, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
- 14. THE BOARD TO CONSIDER APPROVAL OF TAYLOR COUNTY DESIGNATED RECEIVING SYSTEM AND BEHAVIORAL HEALTH TRANSPORTATION PLAN 2023-2026, AS REQUESTED BY CATHERINE BRUNSON, NWF HEALTH NETWORK.
- 15. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE SIGNATURE OF THE CHAIRPERSON FOR THE PLANNING AND PREPARATION GRANT APPLICATION TO THE FLORIDA COMMERCE, FLORIDA RURAL INFRASTRUCTURE FUND PROGRAM FOR THE POSSIBLE DEVELOPMENT OF THE 61-ACRE STEINHATCHEE COASTAL PARK SITE (KNOWN AS, THE WOODS), AS AGENDAED BY THE GRANTS WRITER.
- 16. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES FOR MOSQUITO CONTROL OPERATIONS FUNDING, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 17. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSALS, NOTICE TO ADVERTISE AND AGREEMENT FOR THE ECG MANAGEMENT SYSTEM PROJECT AT DOCTORS' MEMORIAL HOSPITAL, AS AGENDAED BY MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR.
- 18. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSALS, NOTICE TO ADVERTISE AND AGREEMENT FOR THE DIGITAL C-ARM PROJECT FOR DOCTORS' MEMORIAL HOSPITAL, AS AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.

MOTION TO APPROVE CONSENT ITEM NOS. SIX (6) THROUGH EIGHTEEN (18).

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			Χ			
Moody		Х	Х			
Newman			Χ			
Feagle	Χ		Χ			
Demps			Χ			

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: CHECK REGISTRY, RESOLUTIONS, SUBGRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT AND THE COUNTY, GRANT AGREEMENT NUMBER Z3914, NOTICE TO BIDDERS, MOSQUITO CONTROL OPERATIONS FUNDING AGREEMENT.

PUBLIC REQUESTS:

19. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR FUNDING FOR ENVIRONMENTAL CONSULTING SERVICES FROM DUE DILIGENCE ASSOCIATES, INC., AS REQUESTED BY MICHELE CURTIS, CITIZENS ACTION TASK FORCE CHAIR.

DAN SIMMONS REQUEST THE BOARD TO SEND A LETTER IN SUPPORT OF SRWM TO FUND THE ENVIRONMENTAL CONSULTING SERVICES. ANY INFORMATION WOULD BE AVAILABLE TO THE BOARD AND PUBLIC.

MOTION TO SEND LETTER OF SUPPORT TO SRWM TO FUND CONSULTING SERVICES.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			Χ			
Moody			Χ			
Newman			Χ			
Feagle	Χ		Χ			
Demps		Χ	X			

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS:

COUNTY STAFF ITEMS:

20. THE BOARD TO CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 AND AUTHORIZING RESOLUTION FOR THE PROPOSED WIDENING/RESURFACING OF CEDAR ISLAND ROAD UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM, AS AGENDAED BY THE COUNTY ENGINEER.

UPON MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER DEMPS, TO AUTHORIZE THE COUNTY ATTORNEY TO READ THE RESOLUTION BY TITLE.

MOTION CARRIED BY UNANIMOUS VOTE.

COUNTY ATTORNEY READ RESOLUTION BY TITLE.

UPON MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER NEWMAN, AND BY UNANIMOUS VOTE, THE BOARD ADOPTED RESOLUTION FOR THE PROPOSED WIDENING/RESURFACING OF CEDAR ISLAND ROAD UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM.

MOTION TO APPROVE THE SUPPLEMENTAL AGREEMENT NO. 1

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			Χ			
Moody			Χ			
Newman	Χ		Х			
Feagle		Χ	Х			
Demps			Х			

MOTION CARRIED BY UNANIMOUS VOTE.

21. THE BOARD TO CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 2 AND AUTHORIZING RESOLUTION FOR THE PROPOSED WIDENING/RESURFACING OF 1ST AVENUE SOUTH UNDER THE FDOT SMALL COUNTY OUTREACH PROGRAM AND COUNTY INCENTIVE GRANT PROGRAM, AS AGENDAED BY THE COUNTY ENGINEER.

UPON MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER NEWMAN, TO AUTHORIZE THE COUNTY ATTORNEY TO READ THE RESOLUTION BY TITLE.

MOTION CARRIED BY UNANIMOUS VOTE.

COUNTY ATTORNEY READ RESOLUTION BY TITLE.

UPON MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER DEMPS, AND BY UNANIMOUS VOTE, THE BOARD ADOPTED RESOLUTION FOR THE PROPOSED WIDENING/RESURFACING OF 1ST AVENUE SOUTH UNDER THE FDOT SMALL COUNTY OUTREACH PROGRAM AND COUNTY INCENTIVE GRANT PROGRAM.

MOTION TO APPROVE THE SUPPLEMENTAL AGREEMENT NO. 2

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			Χ			
Moody			Χ			
Newman		Χ	Х			
Feagle	Χ		Х			
Demps			X			

MOTION CARRIED BY UNANIMOUS VOTE.

22. THE BOARD TO CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 2 AND AUTHORIZING RESOLUTION FOR THE PROPOSED WIDENING/RESURFACING OF SLAUGHTER ROAD UNDER THE FDOT SMALL COUNTY OUTREACH PROGRAM, AS AGENDAED BY THE COUNTY ENGINEER.

UPON MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER NEWMAN, TO AUTHORIZE THE COUNTY ATTORNEY TO READ THE RESOLUTION BY TITLE.

MOTION CARRIED BY UNANIMOUS VOTE.

COUNTY ATTORNEY READ RESOLUTION BY TITLE.

UPON MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER DEMPS, AND BY UNANIMOUS VOTE, THE BOARD ADOPTED RESOULTION FOR THE PROPOSED WIDENING/RESURFACING OF SLAUGHTER ROAD UNDER THE FDOT SMALL COUNTY OUTREACH PROGRAM.

MOTION TO APPROVE THE SUPPLEMENTAL AGREEMENT NO. 2

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			Χ			
Moody			Χ			
Newman		Χ	X			
Feagle	Χ		Χ			
Demps			Χ			

MOTION CARRIED BY UNANIMOUS VOTE.

23. THE BOARD TO CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 2 AND AUTHORIZING RESOLUTION FOR THE PROPOSED WIDENING/RESURFACING OF SLAUGHTER ROAD UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM, AS AGENDAED BY THE COUNTY ENGINEER.

UPON MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER DEMPS, TO AUTHORIZE THE COUNTY ATTORNEY TO READ THE RESOLUTION BY TITLE.

MOTION CARRIED BY UNANIMOUS VOTE.

COUNTY ATTORNEY READ RESOLUTION BY TITLE.

UPON MOTION BY COMMISSIONER DEMPS, SECOND BY COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, THE BOARD ADOPTED RESOLUTION FOR THE PROPOSED WIDENING/RESURFACING OF SLAUGHTER ROAD UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM.

MOTION TO APPROVE THE SUPPLEMENTAL AGREEMENT NO. 2

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			Χ			
Moody			Х			
Newman			Х			
Feagle	Χ		Χ			
Demps		Χ	X			

MOTION CARRIED BY UNANIMOUS VOTE.

24. THE BOARD TO CONSIDER APPROVAL OF THE JONES EDMUNDS AND ASSOCIATES PROFESSIONAL SERVICES AGREEMENT FOR GROUNDWATER SAMPLING AT THE TAYLOR COUNTY LANDFILL, AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ENGINEER- THERE IS NO MORE MONITORING OF THE LANDFILLS, HOWEVER THERE WERE ELEVATED LEVELS OF ARESENIC. FDLE IS NOW REQUIRING TWO CLEAN SAMPLES.

MOTION TO APPROVE THE JONES EDMUNDS AND ASSOCIATES PROFESSIONAL SERVICES AGREEMENT FOR GOUNDWATER SAMPLING AT THE TAYLOR COUNTY LANDFILL.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			Χ			
Moody		Χ	Χ			
Newman			Χ			
Feagle	Χ		Х			
Demps			Χ			

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS:

25. THE BOARD TO CONSIDER APPROVAL OF MODIFICATION NUMBER ONE TO SUBGRANT AGREEMENT BETWEEN THE DEPARTMENT OF COMMERCE AND TAYLOR COUNTY REQUESTING A ONE (1) YEAR EXTENSION TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR HOUSING REHABILITATION AND/OR REPLACEMENT PROJECTS, AS AGENDAED BY THE GRANTS WRITER.

MOTION TO APPROVE MODIFICIATION NUMBER ONE TO EXTEND THE CDBG FOR HOUSING REHABILITATION AND/OR REPLACEMENT PROJECT.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			X			
Moody			Х			
Newman			Х			
Feagle	Х		Х			
Demps		X	X			

MOTION CARRIED BY UNANIMOUS VOTE.

MOTION TO RESCIND BIDS FOR REPLACEMENT HOMES.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			Χ			
Moody		Χ	Х			
Newman	Χ		Х			
Feagle			Χ			
Demps			Х			

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHEMENTS: SUBGRANT AGREEMENT-MODIFICATION NUMBER ONE

26. THE BOARD TO DISCUSS THE UPCOMING FUNDING CYCLE FOR THE FISCAL YEAR 2030 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES PROGRAM (TAP), AS AGENDAED BY THE GRANTS WRITER.

GRANTS WRITER- BOARD CAN APPLY FOR 2 TAP PROJECTS FOR THE UPCOMING FUNDING CYCLE FOR THE FISCAL YEAR 2030.

COMMISSIONER NEWMAN SUGGEST A SIDEWALK AROUND THE STEINHATCHEE SCHOOL AND AROUND THE STEINHATCHEE BRIDGE.

BOARD RECOMMENDS SIDEWALKS:

- 1. INDUSTRIAL PARK TO PUCKETT RD
- 2. PLANTATION (SOUTH SIDE PARK) TO US 19
- 3. MILLER TO US 19

MOTION TO SUBMIT TWO PROJECTS FOR TAP. 1)PLANTATION (SOUTHSIDE PARK) TO US 19, 2) ON ASH ST FROM MILLER TO US 19.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			Χ			
Moody		Х	Х			
Newman				Χ		
Feagle	Χ		X			
Demps			X			

MOTION CARRIED BY 4-1 VOTE.

ATTACHMENTS:

27 .	THE BOARD TO DISCUSS THE UPCOMING 2029-2030 FUNDING CYCLE FOR THE FDOT
	SHARED-USE NON-MOTORIZED (SUN) TRAIL GRANT PROGRAM, AS AGENDAED BY THE
	GRANTS WRITER.

PUBLIC HEARING WILL BE HELD ON DECEMBER 4, 2023.

MOTION TO MOVE FORWARD WITH THE PLAN DESIGN, FEASIBILITY STUDY AND CONSTRUCTION FROM TENNILLES TO STEINHATCHEE TO DARK ISLAND.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			Χ			
Moody		Х	Х			
Newman	Χ		Х			
Feagle				Χ		
Demps			Х			

MOTION CARRIED BY 4-1 VOTE.

ATTACHMENTS:

COUNTY ADMINISTRATOR ITEMS:

28. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

- 1. UPCOMING BOARD MEETINGS:
 - DECEMBER 4TH-REGULAR MEETING
 DECEMBER 12TH- WORKSHOP TO DISCUSS REDISTRICTING
 DECEMBER 19TH -INVOICES AND BIDS
- 2. JOE COLLINS HIRED AS THE VETERANS SERVICE OFFICER.
- 3. FDEM HAS HIRED A CONSULTANT FIRM FOR ESTIMATED COST FOR DEBRIS REMOVAL ON NONCOUNTY MAINTAINED ROADS.
- 4. DEP COMPELETED REMOVAL OF DEBRIS FROM WATERWAYS.

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

JIM ZURBRICK- I WAS ADVISED BY A CONTRACTOR REMOVING DEBRIS FROM STEINHATCHEE RIVER THAT THERE IS FUNDING AVAILABLE.

BILL BRYANS- THIS DEBRIS PICKUP IS THE STRANGEST THING.

30. **BOARD INFORMATIONAL ITEMS:**

COMMISSIONER FEAGLE-WHAT TIME DOES THE ROLL-OFF SITES CLOSE? CAN WE CHANGE THE TIME TO DAYLIGHT SAVING TIME?

UPON MOTION BY COMMISSIONER DEMPS, SECOND BY COMMISSIONER MOODY TO DECLARE AN EMERGENCY TO EXTEND THE STATE OF EMERGENCY. MOTION CARRIED BY UNANIMOUS VOTE.

MOTION TO EXTEND LOCAL STATE OF EMERGENCY UNTIL JANUARY 15, 2024.

Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English			Х			
Moody			Х			
Newman			Χ			
Feagle		Х	Х			
Demps	Χ		Х			

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: LOCAL STATE OF EMERGENCY DECLARATION

THE HOUR BEING APPROXIMATELY 8:10 PM, AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER DEMPS MADE A MOTION, WITH A SECOND BY COMMISSIONER MOODY, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY:

JAMIE ENGLISH, Chair

ATTEST:

SALINA GRUBBS, D.

GARY KNOWLES, Clerk



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

Board Calendar for FY 2024

PROPOSED BOARD MEETING DATES 1st meeting of the month - 6:00 P.M.

2nd meeting of the month - 6:00 P.M.

December 4, 2023 and December 19, 2023
January 02, 2024* and January 16, 2024
February 05, 2024 and February 20, 2024
March 04, 2024 and March 19, 2024
April 01, 2024 and April 16, 2024
May 06, 2024 and May 21, 2024
June 03, 2024 and June 18, 2024
July 08, 2024* and July 23, 2024 (4th of July week)
August 05, 2024 and August 20, 2024
September 03, 2024* and September 17, 2024
October 07, 2024 and October 22, 2024
November 04, 2024 and November 19, 2024
December 02, 2024 and December 17, 2024

PROPOSED BOARD WORKSHOP DATES All workshops - 6:00 P.M.

December - No workshop scheduled January 23, 2024 February 27, 2024 March 26, 2024 April 23, 2024 May 28, 2024 June-No workshop Scheduled July 30, 2024 August 27, 2024 September 24, 2024 October 29, 2024 November-No workshop scheduled December-No workshop scheduled

*Meeting date scheduled on alternative day due to holiday or other scheduling conflict

BUDGET WORKSHOP DATES - 9:00AM

Monday, July 15, 2024 Monday, July 22, 2024 Thursday, July 18, 2024 Thursday, July 25, 2024

BUDGET MEETING DATES - 6:00PM

Tuesday, July 30, 2024 (set proposed millage rate)

BUDGET PUBLIC HEARINGS

September 2024 - TBA

HOLIDAYS

Christmas Eve and Day 2023
New Year's Day 2024
Martin Luther King Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Holidays
Christmas Eve and Day

Updated 11/28/2023

DATE OBSERVED

December 25 (Mon) and December 26 (Tue) January 1 (Mon) January 15 (Mon) March 29 (Fri). May 27 (Mon) July 4 (Thu) September 2 (Mon) November 11 (Mon) November 28 (Thurs) November 29 (Fri) December 24 (Tue) and December 25 (Wed)

2023-2024 COMMITTEE ASSIGNMENTS

COM FEAGLE	COM ENGLISH	COM MOODY	COM NEWMAN	COM DEMPS
TCDA (MONTHLY)	AUCILLA LANDFILL (MONTHLY)	DMH (MONTHLY)	BIG BEND WATER/SEWER (MONTHLY)	NFRPC (MONTHLY)
TRANS DISADVANTAGE (QUARTERLY)	TCRAB (MONTHLY)	3 RIVERS LIBRARY (QUARTERLY)	TDC (MONTHLY)	NFEDP (QUARTERLY)
BUDGET/FINANCE (AS NEEDED)	SMALL COUNTY COALITION (ALTERNATE) (VARIES)	NORTH FL WORKFORCE CONSORTIUM (QUARTERLY)	SMALL COUNTY COALITION (VARIES)	SUWANEE RIVER ECONOMIC COUNCIL (QUARTERLY)
LTPT (VARIES)		GULF CONSORTIUM (VARIES) NFEDP (VARIES)		

NOTE: BOCC COMMITTEE MEMBERS DO NOT VOTE DUE TO CONFLICTS OF INTEREST ON COMMITTEE ISSUES THAT HAVE THE POTENTIAL TO COME BACK FOR A BOARD VOTE

ORGANIZATION	FREQUENCY	TIME	LOCATION	CONTAC	T
AUCILLA LANDFILL	MONTHLY, 3 RD MON	VARIES	LANDFILL, GREENVILLE	JOHN MCHUGH	850-948-4875
BIG BEND WATER/SEWER (BBWA)	MONTHLY, 4 TH THURS	6:00 PM	BBWA BLDG, STEINHATCHEE	MARK REBLIN	352-498-3576
BUDGET/FINANCE	AS NEEDED	VARIES	BOCC BOARD ROOM	COUNTY ADMINISTRA 850-838-3500	ATOR
DMH BOARD	MONTHLY, LAST TUES	6:00 PM	DMH	DMH ADMINISTRATO 850-584-0885	R
NORTH FLORIDA WORKFORCE CONSORTIUM	QUARTERLY	VARIES	MADISON	DIANE HEAD	850-973-2672
NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (NCFRPC)	MONTHLY, LAST THURS	7:30 PM	HOLIDAY INN, LAKE CITY	SCOTT KOONS 3	52-955-2200
NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP (NFEDP) *NEEDS 2 MEMBERS	QUARTERLY	VARIES	VARIES	JEFF HENDRY	850-443-7103
SMALL COUNTY COALITION	W/FAC MEETINGS	VARIES	VARIES, CO-LOCATED W/FAC	CHRIS DOOLIN 8	50-224-3180

SUWANEE RIVER ECONOMIC COUNCIL	QUARTERLY	6:00 PM	LIVE OAK SENIOR CENTER	MATT PEARSON 386-362-4078
TDC	MONTHLY, 2 ND THURS	12 NOON	CHAMBER BOARD ROOM	DAWN TAYLOR 850-584-5366
TCRAB	MONTHLY, 2 ND TUESDAY	12 NOON	BOCC BOARD ROOM	COUNTY ADMINISTRATOR 850-838-3500
TCDA	MONTHLY, 3 rd THURSDAY	12 NOON	HISTORIC PERRY STATION	850-584-5627
THREE RIVERS REGIONAL LIBRARY	QUARTERLY	7:30 PM	ROTATES BETWEEN TAYLOR, DIXIE, LAFAYETTE & GILCHRIST COUNTIES	CHERYL PULLIAM 386-294-3858
TRANSPORTATION DISADVANTAGED	QUARTERLY	1:00 PM	BOCC BOARD ROOM	JAMI BOOTHBY 850-838-3553
LOCAL TECHNOLOGY PLANNING TEAM (LTPT)	AS NEEDED	VARIES	BOCC BOARD ROOM	COUNTY ADMINISTRATOR 850-838-3500
GULF CONSORTIUM	AS NEEDED	VARIES	VARIES	DANIEL DOURTE

^{**} COUNTY ADMINISTRATOR ALTERNATE FOR: GULF CONSORTIUM AND NFEDP

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS



FY 2024

RULES OF PROCEDURE



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

November 21, 2023

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

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

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

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

ATTEST:

GARY KNOWLES, Clerk

BOARD OF COLINTY COMMISSIONERS

, Chairperson

Revised November 21, 2023

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SECTION I - PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

- 1: <u>Board Meetings -Open to the Public</u>. All meetings of the Taylor County Board of County Commissioners, its various Boards and committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S.
- (a) The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions Section 447.605(1), F.S.; meetings regarding risk management claims -Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.
- (b) Because of the need to comply with seating capacity requirements of the fire code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. At the sole discretion of the Commission, when an unusually large crowd is anticipated the Commission may consider holding the meeting in the County courtroom or other large public facility. Limited seating may also be imposed due to public health concerns, such as a pandemic, and meetings may be made available to the public through virtual media platforms.
- (c) Regular, as well as Special meetings of the Commission will be conducted in a publicly owned or controlled building. All meetings will be held in a building that is open to the public.
- (d) For public-safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in County Commission meeting rooms.
- (e) All persons with disabilities shall be provided the assistance that is necessary to enable them to effectively participate in Commission meetings.
- 2: <u>Appearance before the Commission</u>. Persons desiring to address the Commission on a matter pending before it, or which needs the attention of the Board may do so upon being recognized by the Chair. To ensure that everyone has a fair opportunity to participate, these procedures will be followed:
- (a) After being recognized, the person shall:
 - step up to the speaker's rostrum and give her/his name and home address;
 - unless further time is granted by the Chair, limit the comments to three minutes;
 - address all remarks to the Commission as a body, and not a member thereof; and make comments and present documents to the Commission and the Clerk;
 - Speakers shall make comments concise and to the point, and present any data or
 evidence they wish the Commission to consider. No person may speak more than once
 on the same subject unless granted permission by the Chair.

- NOTE: If there are a large number of people wishing to speak on a particular issue, the Chair or the Board may require those wishing to speak to fill out a "Request to Speak on Agendaed Items form," see attachment 2, page 20.
- (b) The Commission may discuss the matter, assign it to a committee, or refer it to the County Administrator and/or County Attorney for review and comment.
- (c) No person other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.
- (d) A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking that has been properly recognized by the Chair.
- (e) If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. If the person does not do so, s/he is subject to removal pursuant to Rule 19 Sergeant-at-Arms.
- (f) Prior to the beginning of a meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their name and home address, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so.
- (g) The Chair, subject to concurrence of the majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.
- (h) Employees of the County may address the Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter or a personnel dispute will not be entertained as a part of Citizen Comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.
- 3: <u>Public Comments and Inquiries for Non Agendaed Items</u>. The Commission shall not take final action on public comment items presented at the same meeting unless it waives its Rules of Procedure. When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is legislative or administrative in nature and then:
- (a) If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the County Attorney and/or the County Administrator for review and recommendation, or may take other actions it deems appropriate.
- (b) If administrative, and the complaint is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Administrator; the Chair shall then refer the complaint directly to the

County Administrator for her/his review, if said complaint has not been so reviewed. The Commission may direct that the County Administrator report to the Commission when her/his review is completed.

- (c) The Chair may also assign to a Commissioner, issues that require additional examination. If so assigned, the Commissioner shall provide a report to the Commission when the examination is complete.
- **4:** <u>Commission Meetings -Regular</u>. Unless otherwise advertised, all regular meetings of the Taylor County Board of County Commission are conducted at 6:00 p.m. on the 1st Monday and 3rd Tuesday of the month at 6:00 p.m. in the Commission Chambers at the County Commissioners Administrative Complex, 201 East Green Street, Perry, Florida.
- (a) From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible.
- (b) On election years, organizational meetings will beheld on the 2nd Tuesday following the election.
- 5: <u>Commission Meetings Special (Requires a Minimum of 24 hrs Notice)</u>. The Chair, any two Commissioners, or the County Administrator may call a special meeting.
- (a) The call for a special meeting shall be in writing and shall contain time, place and business to be conducted. The notice of a special meeting shall be posted on the East and West doors of the County Courthouse. The time and place of the special meeting will be added to the meetings list. Special meetings may be held upon no less than twenty-four (24) hours public notice.
- (b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given 24 hours prior notice of the special meeting. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.
- (c) Twenty-four hours prior notice of the special meeting shall be provided to the business office of each local media organization that has on file a written request for notice of special meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.
- (d) Special meetings may be scheduled on days or evenings.
- (e) An agenda outlining the business to be conducted will be available prior to the meeting. No business other than items listed on the agenda shall be conducted. Public comment shall be allowed on items on the agenda.

- (f) If there is no longer a need for a special meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.
- **6:** <u>Commission Meetings -Emergency</u>. Any one Commissioner or the County Administrator may call, orally or in writing, an emergency meeting. An Emergency Meeting is a time-sensitive meeting of such a nature that a 24-hour notice would be detrimental to the action to be addressed at the meeting.
- (a) The call for an emergency meeting shall contain the time, place, and business to be conducted. Emergency meetings may be held, when practicable, upon the most reasonable notice allowable under the circumstances.
- (b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given the most reasonable notice allowable under the circumstances. Such notice shall be provided by any reasonable means, including telephone, email, or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.
- (c) The most reasonable notice allowable under the circumstances of the emergency meeting shall be provided to the business office of each local media organization that has on file a written request for notice of emergency meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.
- (d) Emergency meetings may be scheduled on days or evenings.
- (e) An agenda outlining the business to be conducted will be available prior to the meeting. No business shall be conducted other than items listed on the agenda. Public comment shall be allowed on items on the agenda.
- (f) If there is no longer a need for an emergency meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

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

- (a) The Chair, Commission, or County Administrator may schedule informal meetings, inspection trips, retreats or workshops to gain new information, request clarification and in general improve communication between elected officials, and the general public. Advance notice of these meetings shall be given in the same manner as special meetings. Minutes of these meetings shall be made by County Commission staff.
- (b) Regularly Scheduled Board Workshop. The Board usually conducts a workshop once a month normally scheduled to start at 6:00 p.m. on the 4th Tuesday of the month (following the 1st Board meeting of the month) in the Commission Chambers at the County Commissioners' Administrative Complex, 201 East Green Street, Perry, Florida. From time-to-time, regular workshop meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is

feasible. No motions are made or passed at a workshop unless an unforeseen emergency arises and then the Commission would have to declare an emergency and enter into an emergency meeting as detailed above.

8: Public Hearings; Time; Location.

- (a) Public hearings shall be held as part of the regularly scheduled Commission meetings and will be so agendaed by the Clerk of the Court and are normally scheduled to begin at 6:00 p.m.
- (b) The matters under consideration shall be heard at the designated time, or as soon thereafter as practicable. However, by vote (of a majority plus one pursuant to Subsection 125.66(4) (b) (1), F.S.), the County Commission may conduct public hearings for those applications identified in this subsection usually required after 6:00 p.m. at another time of day. Public hearings may be continued from a prior meeting, or scheduled on days or evenings in addition to the first Monday and third Tuesday of each month.
- (c) Prior to the beginning of any meeting or public hearing, the Chair may require that all persons that wish to be heard sign in with the Clerk, give their name and home address, the agenda item, and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so. The Chair, subject to concurrence of a majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

9: Public Hearing; Procedures.

- (a) General Public Hearings The procedures to be followed for public hearings are, generally, as follows:
- (1) The County Administrator or his/her designee shall describe the agenda item to be considered, and provide the staff recommendation. The Chair shall then inquire as to whether any Commissioners have questions for administration. After Commissioners' questions are answered, the Chair then opens the public hearing.
- (2) Following public comment (if any), the Chair closes the public hearing and inquires if any Commissioner wishes to put forth a motion. If a motion and a second are made, the Chair then calls for discussion among Commissioners.
- (3) The Chair inquires if there is any further discussion by the Commissioners and any final comments or recommendations from administration. The Chair restates the motion.
- (4) The Chair inquires of the Commissioners as to whether they are ready for the question, calls for the vote and after the vote restates the vote.
- (b) Quasi-Judicial Hearings The procedures to be followed for quasi-judicial hearings are generally as follows:

(1) Prior to the commencement of quasi-judicial hearings, the County Attorney will provide the public with an explanation of quasi-judicial hearing proceedings and shall read the following statement:

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

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

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

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

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

- (3) The Clerk shall administer the affirmation to all persons who desire to speak at quasi-judicial proceedings before the County Commission
- (4) The County Administrator or his/her designee shall describe the quasi-judicial item to be considered and make a presentation pertaining to the item. The Chair shall then inquire as to whether any Commissioner has questions for the staff that made the presentation. After the Commissioners' questions are answered, the Chair will ask if any of the parties to the proceeding have any questions of staff members who made presentations.
 - (5) The applicant for a land use change or his/her representative will make a

presentation pertaining to the application. The Chair will once again inquire as to whether Commissioners and then parties to the proceeding have questions of the applicant and the applicant's representatives.

- (6) The Chair will next ask if any members in the audience wish to present testimony. At the conclusion of the testimony, the Chair will ask if any of the Commissioners or any of the parties to the proceeding have questions of the witness.
 - (7) There will be an opportunity for applicant rebuttal and staff closing comments.
- (8) The Chair will then inquire of the Commissioners as to whether they are prepared to vote to address the application before them.

(c) Ex-Parte Communications

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

- (1) The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission (such as a land use decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.
- (2) A County Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Commission (such as a land use decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.
- (3) Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.
- 10: <u>Public Records</u>; <u>Inspection</u>; <u>Duplication</u>. Pursuant to Chapter 119, F.S., all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, email messages, or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of official business by any agency, are public records. A public record (including information stored in computers) is open to public inspection and duplication, unless exempted by law. The Clerk is the official records Custodian of public records for the County.
- (a) If the purpose of a document prepared in connection with the official business of the agency is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form, or the ultimate product of an agency.

- (b) Requests for copies of public information (including the Chair's mail and videotapes of County Commission meetings and workshops) shall be fulfilled pursuant to the Board's policy specifically addressing the handling of public records requests.
- (c) Any and every media conference officially sponsored by Taylor County Government will be open to all media representatives and to the general public. Press conferences will be conducted in a location that is publicly accessible.
- 11: <u>Commission Mail; Circulation; Public Review and Duplication</u>. All mail addressed to the Chair and the Commissioners which is received pursuant to law or in connection with the transaction of official County business, is a public record (Chapter 119, F.S.). The public may review and duplicate these records as allowed by law.
- (a) Each Commissioner may be provided a copy of the Chair's mail. The originals with attachments will remain in the Chair's mail file. Items of considerable length (such as petitions) will not be copied; instead, a memorandum will be distributed which announces the availability and location of the item in the office. Publications and lengthy agenda materials for other boards on which Commissioners serve will not be copied; only the agenda will be circulated.
- (b) Each Commissioner will receive the original of items addressed to her/him. Mail with the words similar to "Personal", "Confidential" or "For the Addressee Only", shall be delivered unopened to the addressee.
- (c) The Chair and Commissioners who receive individually-addressed mail will be responsible for replying. Asking the County Administrator to draft a response for their signature or requesting that the item be agendaed for formal Commission consideration is appropriate. The County Administrator shall be responsible for ensuring that mail addressed to the Chair or the Commission is properly answered or placed on an agenda.

SECTION II -PREPARATION OF AGENDA; ORDER OF BUSINESS

- 12: <u>Preparation of Agenda</u>. The Clerk is responsible for the final preparation of the suggested agenda. The County Administrator in conjunction with the Clerk's office shall assist in preparing the agenda. The Chair, any Commissioner or Constitutional Officer, the County Administrator, or the County Attorney may place an item on the agenda. The Chair and County Administrator may meet to discuss each agenda.
- (a) As a general practice, all supporting documentation (original plus five copies) must be provided to the County Administrator's office not later than Wednesday, 10:00 a.m., by the week prior to the scheduled Commission meeting. Item(s) may not be included on the suggested agenda if the supporting documentation is not provided by the deadline unless approved by the Chair.
- (b) Presentations will normally not exceed fifteen (15) minutes in length.
- (c) Agenda review is a session conducted between the Chair and the County Administrator designed for discussion of the suggested Board agenda items prior to the Commission Meeting. The Chair is the final approval authority for the suggested agenda. During a Commission meeting the suggested agenda may be approved as is or changed at the discretion of the Commission. The Commission can amend the suggested agenda over the objections of the Chair by a simple majority vote.
- 13: Agenda Material. The Clerk's office insures a copy of the suggested agenda and supporting materials is ready to be distributed to each Board Member, the Clerk, the County Administrator, the County Attorney and the media by 5:00 p.m. on the Thursday prior to the scheduled Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The agenda, as well as lengthy reports that are part of agenda documentation, will be available for public review in the Clerk's office located on the 1st floor of the Taylor County Courthouse at 108 N. Jefferson Street, Perry, Florida, 32347 and made available on the Commission's website.
- (a) Each Commissioner should carefully review the Consent Agenda to determine whether there is any item s/he wishes to have removed from the Consent Agenda and placed on the Regular Agenda. If any Commissioner wants an item removed from the Consent Agenda and placed on the Regular Agenda s/he should contact the County Administrator or request that such be done prior to the approval of the agenda by the full Board at the meeting.

14: Meeting; Order of Business.

- (a) The business of all regular meetings of the Commission should be transacted as follows provided, however that the Chair may, by simple majority vote or consensus of the Commission, re-arrange items on the suggested agenda to more expeditiously conduct the business before the Commission.
- (1) Invocation and Pledge of Allegiance The Commission may maintain a clergy rotational roster for the invocation. Members of the Commission as well as others may also be

designated to present the invocation. The Chair shall lead the pledge.

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

(17) Motion to Adjourn

- (b) Any items not listed on the printed agenda, for which a Commissioner will request Commission action, should be in writing, and should be provided to the Commission, the County Administrator, the Clerk and the public not later than the beginning of the meeting. The exceptions are items of an emergency nature or those that do not require a written explanation.
- (c) No meeting should be permitted to continue beyond 10 p.m. without the approval of a majority of the Commission. A new time limit must be established before taking a Commission vote to extend the meeting. In the event that a meeting has not been closed or continued by Commission vote prior to midnight, the items not acted on are to be continued to a designated time on the following day, unless State law requires a hearing at a different time or unless the Commission, by a majority vote of members present, determines otherwise.
- 15: <u>Quorum</u>. A quorum for the transaction of business by the Commission consists of (3) three Commissioners. Once a quorum has been established, a majority of Commissioners present at the meeting shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5ths) of the Commission is required for approval of an item (e.g. consideration of emergency ordinances, gas tax).
- 16: Required Attendance of Officials. In addition to Commissioners, County officials whose regular attendance shall be required at meetings of the Commission are the: County Administrator, County Attorney, Clerk of the Court, or their designees. A representative of the Taylor County Sheriff's Office shall be present to provide security and assistance in maintaining order.
- 17: <u>County Attorney Parliamentarian</u>. The County Attorney serves as parliamentarian, and advises the Chair as to correct rules of procedure or questions of specific rule application. The parliamentarian calls to the attention of the Chair any errors in the proceedings that may affect the substantive rights of any member, or may otherwise do harm.
- 18: <u>Clerk of the Court Minutes.</u> The Clerk of the Court or her/his designee shall make correct minutes of the proceedings of each regular, special or emergency Commission meeting. The draft minutes are reviewed by the Chair. The Clerk shall provide corrected copies of the final minutes to each Commissioner for their reading.
- (a) The Clerk's office places the minutes on the Consent agenda for approval by the Commission. Such minutes stand confirmed at the regular Commission meeting without a reading in open meeting, unless some error is shown. In such event, an appropriate correction is made.
- (b) The Clerk of the Court or her/his designee shall be responsible for recording County Commission workshops. The Clerk will be included in the selection of dates and times for workshops.
- 19: <u>Sergeant at Arms.</u> The Sheriff's designee shall be sergeant-at-arms of the Commission meetings. The Taylor County Sheriff's Office is authorized to assist the Board in performing

this duty. The Sheriff's designee shall carry out all orders and instructions given by the County Commission for the purpose of maintaining order and decorum at the Commission meeting. The following policy will provide guidance in handling disruptions:

- (a) If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that their time to address the Commission has expired and the Chair will direct the individual to leave the podium.
- (b) If an individual causes disruption in the Commission meeting, the Chair will inform the individual causing the disruption to cease the disruptive activity.
- (c) If the disruption fails to stop:
- (1) The Chair will inform the individual causing the disruption that their actions are contrary to the orderly function of the meeting and that the individual is to cease such action or the Sergeant-at-Arms will be instructed to remove the individual from the meeting site.
- (2) The Chair will direct the individual to leave the meeting site. The Chair will inform the individual that, if s/he is directed to leave and fails to do so, the individual will be subject to arrest for trespass.
- (3) If the disruption fails to cease, the Chair shall be authorized to take final action and read the following: "As the Commission Chair, I inform you that your actions are inconsistent with the orderly function of this meeting and you have failed to comply with the lawful order of the Chair. I am instructing the Sergeant-at-Arms to remove from this meeting site, and if deemed necessary by the Sergeant-at-Arms, to remove you from this building."
- 20: Rules of Order and Debate. Every Commission member desiring to speak should address the Commission Chair and, upon recognition by the Chair, the speaker shall confine their comments to the question under debate.
- (a) The maker of a motion shall be entitled to the floor first for debate.
- (b) A member once recognized shall not be interrupted when speaking unless to call said member to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member will be at liberty to proceed.
- (c) If the Commission Chair wishes to put forth or second a motion, s/he shall relinquish the chair to (1), the Vice Chair, (2), the senior Commission member (if the Vice Chair is absent), (3) another Commission member who has remained impartial or (4), the Clerk, until the main motion on which the presiding officer spoke has been disposed.
- 21: <u>Voting</u>. The votes during all Commission meetings should be transacted as follows:
- (a) In order to expedite business, the Chair shall determine whether to call a simple vote (all in favor of) or by roll call. At the request of any Commissioner, a roll call vote shall be taken by the Clerk. The roll call vote may be determined in alphabetical order, with the Chair voting last.

- (b) When the Chair calls for a vote on a motion, every member, who is present in the Commission chambers must give his/her vote, unless the member has publicly stated that s/he is abstaining from voting due to a conflict of interest, pursuant to Section 112.3143 or Section 286.011, Florida Statutes. If any Commissioner declines to vote "aye" or "nay" by voice, his or her vote shall be counted as an "aye" vote.
- (c) The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote. In case of a tie in votes on any proposal, the proposal shall be considered lost.
- (d) Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefore entered in the minutes.
- 22: Conflict of Interest as Specified in 112.3143 or Section 286.011, Florida Statutes. No Commissioner shall vote in her/his official capacity on a matter which would inure to his/her special private gain, or which the Commissioner knows would inure to the special private gain of any principal by whom s/he is retained, of the parent organization or subsidiary of a corporate principal by which s/he is retained, or a relative or of a business associate. Within fifteen (15) days following that Commission meeting, s/he shall file with the Clerk to the Commission a Form 8B which describes the nature of her/his interest in the matter. The Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting.
- 23: Ordinances. An enacted ordinance is a legislative act which prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the county. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.
- (a) Emergency Ordinances. By vote of one more than the majority, the Commission may without notice or hearing adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(3), F.S.
- 24: <u>Resolutions</u>. Generally, an enacted resolution is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Commission action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced. Resolutions are to be assigned numbers and recorded with the number by the Clerk or designee.
- 25: <u>Motions</u>. An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the county. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not

required by law. All motions shall be made and seconded before debate.

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

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

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

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

SECTION III -GENERAL PROVISIONS

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

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

- 29: <u>Election of Chair and Vice-Chair.</u> The Clerk shall preside over the election of officers. Procedures for electing officers are as follows:
- (a) At the second regularly scheduled Commission Meeting of November each year, or as soon thereafter as practicable, the Commission elects a Chairperson from among its members. The Clerk calls for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.
- (b) In conjunction with the above election, a Vice-Chair is also elected in a like manner.
- (c) In case of the absence or temporary disability of the Chair, the Vice-Chair serves as Chair during the absence. In case of the absence or temporary disability of the Chair and the Vice-Chair, an Acting Chair and Vice-Chair, selected by members of the Commission, serves during the continuance of the absences or disabilities.
- 30: <u>Commission Chair</u>; <u>Presiding Officer</u>. The Presiding Officer (the Chair) presides at all meetings of the Commission, and is recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon her/him as Chair, s/he continues to have all the rights, privileges and immunities of a member of the Commission. The Chair's responsibilities include:
- (a) Call the meeting to order, having ascertained that a quorum is present;
- (b) Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by her/him, and s/he declares all votes:
- (c) Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;
- (d) Expedite business in every way compatible with the rights of members;
- (e) Remain objective while enjoying the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while

presiding. The Chair shall have nothing to say on the merits of pending questions until the Commissioners and citizens have fully debated the question. On certain occasions which should be extremely rare the Chair may believe that a crucial factor relating to such a question has been overlooked and that his/her obligation as a member to call attention to the point outweighs the duty to preside at that time. If the Chair wishes to place a motion, the gavel must be relinquished.

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

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

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

- (f) Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present;
- (g) When time constraints dictate, the Chair is authorized to approve authorizations to advertise for public hearings.
- (h) Assign Commissioner's seats in the commission chambers.
- (i) For time-sensitive matters only, send letters to the Taylor County's State and Federal Legislative Delegations and other government officials in support of Taylor County municipality or community-based organization initiatives, such as legislative changes and grant requests, provided the Board of County Commissioners has taken a position in support of the initiative in its legislative agenda or by some other action expressed its position on the issue presented.
- (j) The Chair is to be paid an additional \$50 a month as provided by Florida Statute to offset the additional cost associated with the duties and responsibilities of the position.
- 31: <u>Legislative Program and Communication with Lobbyists</u>. Each year, prior to the Legislative Session, the County Administrator shall salomit to the Commission a proposed legislative program for the State Legislature and the Federal Government. This program shall be based on legislative concerns submitted by Taylor County, the City of Perry and other Special Districts of the County. The County will coordinate with the Florida League of Cities and the Florida Association of Counties, as is appropriate, to protect the interests of Taylor County in the legislative process.

- (a) The final State and Federal Legislative Program will be approved at a County Commission meeting. Copies of the approved Legislative Program shall be submitted to the appropriate Legislative Delegation in order to seek favorable legislation and appropriations to further the goals of Taylor County. The Legislative Program and lobbying efforts shall be developed to coordinate and leverage federal and state appropriations.
- (b) As deemed necessary by the County Commission, the County Administrator may solicit and obtain the services of professional lobbyists to gain approval or favorable consideration of issues within the Legislative Program, or to intercede on behalf of Taylor County before governmental administrative agencies. The County Administrator shall notify the County Commission when such services are to be rendered.
- (c) Professional registered lobbyists or county staff members assigned to advance the County's Legislative Program shall meet all legal requirements of the State of Florida and conduct themselves ethically to eliminate any conflict of interest, as they represent the citizens of Taylor County. Firms or individuals lobbying on behalf of the County will use the approved Taylor County Legislative Program, including those issues submitted by municipalities and approved by the County Commission, as a guide for their activities. New issues shall be approved by the County Commission for inclusion in the adopted Legislative Program.
- (d) In the event of emergency or in the changing climate of the legislative amendment process, the County Administrator may (in consultation with the Chair of the County Commission) take action on bills or amendments that would have a favorable impact on Taylor County. Such emergency authorizations will be reported to the County Commission in a timely manner. The County Administrator may, at his/her discretion, assign county employees to the legislative tasks (including attendance in Tallahassee, or appearance before legislative or administrative bodies) to promote the Legislative Program.
- 32: <u>Commissioners Appointment to Boards and Committees</u>. Members of the County Commission serve on various boards and committees (e.g., Aucilla Regional Landfill, North Central Florida Regional Planning Council, and Suwannee River Management District etc.). Appointments are reviewed and assigned the second meeting in November each year or as soon thereafter as practicable by the new Chair.
- (a) A listing of previous-year appointments will be disseminated by the County Administrator to the County Commission at the last meeting in October so that each Commissioner can determine his/her interest in serving on various boards/committees.
- (b) If there is no nominee or no volunteer or more than one volunteer for a vacancy, the Chair will appoint a Commissioner to serve. The Commission shall ratify the appointments to boards and committees.
- (c) Each Commissioner shall call upon and seek the recommendation of the County Administrator regarding staff support for various committees. Employees shall assist Commissioners as directed by the County Administrator. When the County Administrator's and a Commissioner's recommendation differ, both recommendations will be discussed at an appropriate regular commission meeting.

- (d) The County Administrator is responsible for scheduling recommendations on the Commission agenda in a timely manner.
- 33: Appointment by the Board of County Commissioners of Citzens to serve on Boards and Committees. The County Commission is required to select individuals to serve on various boards and committees (e.g., Planning Board, Hospital Board, Taylor County Development Authority, Tourist Development County, Big Bend Water and Sewer, Taylor Coastal Water and Sewer, Library Board, etc.). It is the policy of the Commission that all vacancies are advertised. Applications are to be turned into the office of the County Administrator or his designee for the Board or Committee. Applications must be turned in not later than the established closing date unless it is a position that has been hard to fill and has been advertised as "until filled." The Commission will make the selection for appointment in an open Board meeting by using an Applicant Ranking Form listing the applicants provided by the County Administrator's office (see attachment 4 on page 22).
- (a) Prior to each ranking the Commission will agree upon how many applicants are to be ranked. Each Commissioner must rank the number of candidates specified. If more than one position is to be filled the Board may use one ranking to fill multiple positions. If the Commission in its sole discretion determines that there are no suitable applicants they may choose to re-advertise for applicants instead of going through the ranking process.
- (b) If the Commission decides to rank order the applicants available, each Commissioner will rank order the specified number of applicants from the names provided on the Applicant Ranking Form. Commissioners are to rank their top applicant as #1, ranking their second best applicant as #2, etc. The rankings of all Commissioners present will be combined to provide the overall ranking. The applicant with the lowest score will then be designated as the selected candidate by the Commission. If there are multiple positions to be filled the applicant with the second lowest position would fill the second vacancy. This procedure would be followed until all positions are filled... These rules may be modified to fit the specific situation.
- (b) Once an applicant is selected a member of the Commission will make a motion to fill the position with that individual.
- 34: <u>Suspension and Construction of Rules.</u> Temporary suspension of these procedures shall permit the Commission to take some action that would otherwise be prevented by a procedural rule already adopted. These Rules of Procedure may be amended or temporarily suspended at any Commission meeting with an affirmative vote of a majority of the Commission. These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission when approved by a majority vote required by law.

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

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

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



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

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 6 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

Request to Speak on Non-Agendaed Items

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

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

Only those who have completed and submitted the "Request to Speak for Non Agendaed Items" form are allowed to speak on non-agendaed items. Each individual is allowed to speak for three (3) minutes. In most cases you will not receive an immediate response. The Board may direct the County Administrator or the County Attorney research the issue and respond to you directly or to agenda the issue at a future Board meeting. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you. If you have received this form via mail, fax or email, you may email it to county.admin@taylorcountygov.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 6. Thanks for helping us conduct an open and orderly meeting.

Request to Speak on Non-Agendaed Items

Name	Date
Group/Organization you represent, if any:	
Phone: Topic:	Email:

Attachment 2: Request to Speak for Agendaed Items.

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



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

Request to Speak on Agendaed Items

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

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

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

Request to Speak on Agendaed Items

Date
Email:

Attachment 3: Request to Amend Suggested Agenda.

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



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

LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 6 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

Request to Amend Suggested Agenda

1: Date of Meeting Agenda to be amended	•					
2: Position of Person Making the request.	(Circle one)					
County Commissioner, Clerk,	County Administrator,	County Attorney				
3: Name of Person Making the request.						
Please move the following items from the consent to the regular agenda (may refer by number):						
Please place the following topics on the regulated backup or explanation). Please sign		ditional pages for date				

Attachment 4: Board and Committee Applicants' Ranking Form

JAMIE ENGLISH District 1 JIM MOODY District 2

MICHAEL NEWMAN District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5



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

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

Board and Committee Applicants Ranking Form

Date.	
Commissioner:	
Commissioner Signature	
Note: Rank applicants as follows the best two, etc.	applicant is #1; the second best is number
Applicant Name:	Rank Applicants 1-10

Attachment 5: Examples of Motions.

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

2: Subsidiary Motions:

- a. Amend: "Mr. Chair/Madam Chair, I move to amend the motion.", "Mr. Chair/Madam Chair, I move to strike the word(s) _____.", "Mr. Chair/Madam Chair, I move to insert the word(s) _____ and strike the word(s) ____." Requires a second majority vote necessary for approval.
- b. **Refer**: "Mr. Chair/Madam Chair, I move we refer the question to...."Requires a second majority vote necessary for passage limited debate.
- c. **Defer to a time certain (postpone)**: "Mr. Chair/Madam Chair, I move we postpone the question until (state a specific time)." Requires a second majority vote necessary for passage not debatable.
- d. **Limit Discussion or Debate**: "Mr. Chair/Madam Chair, I move we limit debate (or discussion) to (state specific limit of time). Requires a second a vote of a majority of the members present shall be required to pass. The motion is not debatable.
- e. **Call the Question**: "Mr. Chair/Madam Chair, I call the question." OR "I move to close discussion." A majority of the members present shall be required to pass. The motion is not debatable, the Chair will make a termination if the debate is finished or not.
- f. Amend Something Previously Adopted: "Mr. Chair/Madam Chair, I move to amend the motion adopted at our last meeting by..." Second is required is debatable a majority vote of the members present shall be required to pass. This motion may only be made by a person who was on the prevailing side of the original motion.
- g. **Reconsider**: "Mr. Chair/Madam Chair, I move we reconsider the ... (previously adopted motion)." Second is required majority vote necessary for passage is debatable as to the reasons for reconsideration. This motion may only be made by a person who was on the prevailing side of the original motion.
- h. **Rescind**: "Mr. Chair/Madam Chair, I move to rescind the" Second is required majority vote with previous notice discussion on motion is allowed. This motion may only be made by a person who was on the prevailing side of the original motion.

3: Incidental Motions.

a. **Point of Order**: "Mr. Chair/Madam Chair, Point of Order" After recognition by the Chair, the member states his/her objection. There can be no discussion on the Point of Order. No vote, unless a motion arises out of the Point of Order.

- b. **Divide a Motion**: "Mr. Chair/Madam Chair, I move to divide the motion so as to consider separately... (stating the issues to be considered)." Second is required majority vote necessary for passage discussion shall be allowed on why it should be divided.
- c. **Consider by paragraph or seriatim**: "Mr. Chair/Madam Chair, I move that the motion be considered by paragraph (or seriatim)." Second is required majority vote necessary for passage discussion shall be brief on the necessity for the action.
- d. **Withdrawing a Motion**: "Mr. Chair/Madam Chair, I withdraw the motion." The maker of a motion or the person who seconded the motion may withdraw their motion or second at any time before the motion has been called for a vote.
- e. **Appeal the decision (of the Chair)**: "I appeal the decision of the Chair." Second is required a majority or tie vote upholds the Chair's decision debate on motion to appeal is allowed with the Chair speaking first and last.

4: Privileged Motions.

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

Attachment 6: Definition of Parliamentary Terms.

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

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

Adjourn: to officially terminate a meeting.

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

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

Affirmative Vote: the "aye" or "yes" vote supporting a motion as stated.

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

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

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

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

Convene: to open a meeting.

Debate: formal discussion of a motion under the rules of parliamentary law. (More often in these rules referred to as discussion.)

Defer: to not take action by either referring it to a committee; County Administrator or

County Attorney for further action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Precedence: the rank or priority governing the motion.

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

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

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

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

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

Request: a statement to the Chair asking a question or some "right."

Rescind: to nullify or cancel a previous action.

Resolution: a formal motion, usually in writing, and introduced by the word "resolved," that is

presented to the Board for a decision.

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

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

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

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

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

Seriatim: consideration by sections or paragraphs.

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

Statute: a law passed by the Legislature.

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

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

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

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

COMMISSIONERS CODE OF CONDUCT

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

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

SUNGARD PENTAMATION, INC. DATE: 11/29/2023 TIME: 13:57:08

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact,check_no between '70632' and '70665' ACCOUNTING PERIOD: $2/24\,$

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	TSSUE DT VENDOR	NAME.	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010	70632	11/29/23 5106	RENAISSANCE ORLANDO RESO	0105	11/29-12/1/23 LODGING	0.00	597.00
1011010 1011010 1011010 1011010 1011010 101101	70633 70633 70633 70633 70633 70633 70633 70633 70633 70633 70633 70633 70633 70633 70633 70633	11/29/23 7041 11/29/23 7041	ANIXTER, INC.	0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01	3635330 200A LOAD CENT 23708 2" UNIVERSAL HUB 1992834 LOCKNUT 404988 2" BUSHING 24016 2" GALVANIZED ST 12405 2" CLAMP TYPE EN 2104026 RIGIID HANGAR 2998287 5/8 GROUND ROD 1265764 5/8 GROUND CLA 19415 34 SOILD COPPER 824 200 AMP SERVICE CA 214625 WOOD POLE 20' 442675 METER CANS 36832 HUB ADAPTER 353 2X6 GAVALVANIZED N 36832 HUB ADAPTER 36832 HUB ADAPTER	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	810.39 22.70 3.16 1.80 220.54 48.26 13.28 49.67 3.61 22.52 147.94 325.00 899.85 8.57 30.66 8.57 8.57 2,625.09
1011010	70634	11/29/23 002420	AUCILLA AREA SOLID WASTE	0261	LANDFILL CHARGES	-0.00	28,816.50
1011010	70635	11/29/23 004389	CENTURYLINK	0164	ACCT# 58514406	0.00	25.00
1011010	70636	11/29/23 7144	CERES ENVIRONMENTAL SERV	0212-02	DEBRIS REMOVAL	0.00	244,032.90
1011010 1011010 1011010 1011010 1011010 101101	70637 70637 70637 70637 70637 70637 70637 70637 70637 70637 70637 70637 70637	11/29/23 000063 11/29/23 000063	CITY OF PERRY	0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01 0501-01	1" TAP 8X1 1" CORP STOP 1" FEMALE COMP 1" CURB STOP 1" METER 1" BACKFLOW 1" GATE VALVE 1X6 GALV NIPPLE 1" POLY PIPE TRACING WIRE 1" INSERTS TRAFFIC BOX AND LID LABOR WATER TURN ON DEPOSIT	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	37.50 13.93 26.44 46.23 277.20 13.86 5.63 19.00 1.75 1.22 70.00 300.00 50.00 862.76
1011010 1011010 1011010 1011010 1011010 101101	70638 70638 70638 70638 70638 70638 70638 70638 70638 70638	11/29/23 7082 11/29/23 7082	DANA SAFETY SUPPLY, INC.	1507 1507 1507 1507 1507 1507 1507 1507	INSTALL DSS INSTALLATI ENFWB00EP8 SOI, NFILB, ENFWB01018 SOI, NFOLB, ESLRL6105E SOI, SL RUN PSLVBK03 SOI NLINE RUN EMPS4STS4E SOI, MPWR H PMP2WSDDB SOI 4" MPOWE EMPS2STS4E SOI MPWR FA PMP2BKDGA) SOI 4" MPOW PMP2BK0GA) SOI TWO MODU	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	2,325.00 766.31 766.31 532.68 41.32 418.28 29.86 627.42 14.00 93.04



PAGE NUMBER: 1

ACCTPA21

SUNGARD PENTAMATION, INC. DATE: 11/29/2023 TIME: 13:57:08

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2

ACCTPA21

SELECTION CRITERIA: transact.check_no between '70632' and '70665' ACCOUNTING PERIOD: 2/24

FOIND ~ OTO ~ C	LEAKING, DISBOKSEM	NI IB				
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 70638 1011010 70638 1011010 70638 1011010 70638 1011010 70638 1011010 70638 1011010 70638 1011010 70638 TOTAL CHECK	11/29/23 7082 11/29/23 7082 11/29/23 7082 11/29/23 7082 11/29/23 7082 11/29/23 7082 11/29/23 7082 11/29/23 7082	DANA SAFETY SUPPLY, INC.	1507 1507 1507 1507 1507 1507	PMP2BKUMB5-P SOI 21+ T PMP2BKUMB5-D SOI 21+TA ENT3B3E SOI INTERSECTO EMPS2QMS4E SOI, MPWR F ETSA462HPP SOI, 400 SE ETSS100J SOI 100J SERI ETSSVBK07 SOI 2021 TAH INSTALL KIT MISC INSTA	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	22.19 22.19 317.56 418.28 364.83 276.00 27.74 165.00 7,228.01
1011010 70639	11/29/23 6582	DAWN HATHCOCK	0487	REPAIR ICE MACHINE	0.00	265.00
1011010 70640	11/29/23 002300	STATE OF FLORIDA	0237	ACCT# F10-20296	0.00	682.27
1011010 70641	11/29/23 001546	DEPT. OF ENVIRONMENTAL P	0500	FUEL STORAGE TANK REGI	0.00	90.00
1011010 70642	11/29/23 000126	DOCTORS' MEMORIAL HOSPIT	0111	OCTOBER 2023	0.00	40.00
1011010 70643	11/29/23 000110	DUKE ENERGY FLORIDA, INC	0501-01	SET UP COST FOR THE FE	0.00	2,555.34
1011010 70644	11/29/23 000942	FLORIDA ASSOCIATION OF C	0105	REG 11/15-17 DEMPS	0.00	325.00
1011010 70645	11/29/23 5548	GOODMAN'S BBQ OF PERRY,	0350	BBQ MEAL - 1/4 CHICKEN	0.00	2,000.00
1011010 70646 1011010 70646 FOTAL CHECK	11/29/23 7405 11/29/23 7405	SHIV LARGO HOTEL, LLC SHIV LARGO HOTEL, LLC	0350 0350	12/4-7/23 LODGING 12/3/23 LODGING	0.00 0.00 0.00	445.00 121.00 566.00
1011010 70647	11/29/23 5082	HANDY RENTALS	0473	SOD CUTTER RENTAL PER/	0.00	170,00
1011010 70648 1011010 70648 1011010 70648 1011010 70648 101AL CHECK	11/29/23 7810 11/29/23 7810 11/29/23 7810 11/29/23 7810	WHITNEY BOWERS WHITNEY BOWERS WHITNEY BOWERS WHITNEY BOWERS	0283 0283 0283 0283	SHORT SLEEVE SHIRTS 2x SHORT SLEEVE LONG SLEEVE TSHIRTS 2x LONG SLEEVE TSHIRT	0.00 0.00 0.00 0.00 0.00	96.00 18.00 120.00 22.00 256.00
1011010 70649 1011010 70649 1011010 70649 1011010 70649 TOTAL CHECK	11/29/23 003645 11/29/23 003645 11/29/23 003645 11/29/23 003645	J.B.'S TIRE & REPAIR SER J.B.'S TIRE & REPAIR SER J.B.'S TIRE & REPAIR SER J.B.'S TIRE & REPAIR SER	0500 0192	BLANKET FOR OCTOBER 20 225/60/16 TIRES FOR TH TIRE PATCH - DODGE JOU REPAIR THE FRONT LEFT	0.00 0.00 0.00 0.00 0.00	35.00 304.00 30.00 150.00 519.00
1011010 70650 1011010 70650 1011010 70650 1011010 70650 1011010 70650 1011010 70650 FOTAL CHECK	11/29/23 000873 11/29/23 000873 11/29/23 000873 11/29/23 000873 11/29/23 000873 11/29/23 000873	JACK'S BOATS & TRAILERS, JACK'S BOATS & TRAILERS,	0473 0473 0473 0473	REAR SHOCKS BATTERY OIL QUARTS OIL FILTER AIR FILTER STATE BATTERY SURCHARG	0.00 0.00 0.00 0.00 0.00 0.00 0.00	289.98 89.99 67.96 29.98 75.98 1.50 555.39
1011010 70651 1011010 70651	11/29/23 7280 11/29/23 7280	JAMES WALTER MCGUIRE JAMES WALTER MCGUIRE	0500 0500	RHEEM 3.5 TON HEAT PUM ELECTRIC CONDENSATION	0.00	13,846.00 390.00

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

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PAGE NUMBER:

ACCTPA21

SUNGARD PENTAMATION, INC. DATE: 11/29/2023 TIME: 13:57:08

SELECTION CRITERIA: transact.check_no between '70632' and '70665' ACCOUNTING PERIOD: 2/24

FUND - 010 - C	EEARTING/ DISDORSEME	.141 1 12				
CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK					0.00	14,236.00
1011010 70652	11/29/23 7286	WILLIAM DANNY MCLEOD	0212-02	STUMP GRINDING AT FORE	0.00	3,360.00
1011010 70653 1011010 70653 TOTAL CHECK	11/29/23 7071 11/29/23 7071	ODELL CONSTRUCTION SERVI ODELL CONSTRUCTION SERVI		FIX A LEAK IN PIPE FIX LEAK IN PIPE	0.00 0.00 0.00	257.85 257.85 515.70
1011010 70654	11/29/23 6247	O'REILLY AUTOMOTIVE, INC	0170	V2201 WIPER BLADE	0.00	33.14
1011010 70655 1011010 70655 1011010 70655 1011010 70655 1011010 70655 TOTAL CHECK	11/29/23 000124 11/29/23 000124 11/29/23 000124 11/29/23 000124 11/29/23 000124	PERRY NEWSPAPERS, INCORP PERRY NEWSPAPERS, INCORP PERRY NEWSPAPERS, INCORP PERRY NEWSPAPERS, INCORP PERRY NEWSPAPERS, INCORP	0114 0403-01 0447	OCT HELP WANTED 10/11 SHIP ANNUAL 10/13&18 SHIP FUNDS 10/20 HODGES PARL 10/4&6 VA SHOTS	0.00 0.00 0.00 0.00 0.00 0.00	70.40 71.60 698.10 202.54 511.50 1,554.14
1011010 70656	11/29/23 003832	PONDER'S	0164	8.5 X 11 COPY PAPER (C	0.00	398.80
1011010 70657	11/29/23 5779	PUBLIC DEFENDER I.T.	0603	NOVEMBER 2023	0.00	866.92
1011010 70658 1011010 70658 FOTAL CHECK	11/29/23 002624 11/29/23 002624	PUBLIC DEFENDER OCCUPANC PUBLIC DEFENDER OCCUPANC		NOVEMBER 2023 NOVEMBER 2023	0.00 0.00 0.00	914.84 258.08 1,172.92
1011010 70659 1011010 70659 1011010 70659 1011010 70659 1011010 70659 1011010 70659 1011010 70659	11/29/23 001407 11/29/23 001407 11/29/23 001407 11/29/23 001407 11/29/23 001407 11/29/23 001407 11/29/23 001407	RAGANS ACE HARDWARE, INC RAGANS ACE HARDWARE, INC	0261 0261 0261 0261 0261	52956 PADLOICK STEEL 2 BLANKET FOR OCTOBER 20 BLANKET FOR OCTOBER	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	35.99 13.18 23.97 18.99 12.49 3.98 14.99 123.59
1011010 70660 1011010 70660 FOTAL CHECK	11/29/23 7851 11/29/23 7851	STONES, INC.	0160 0160	OCTOBER BLANKET P.O. 2 OCTOBER BLANKET P.O. 2	0.00 0.00 0.00	16.98 11.97 28.95
1011010 70661 1011010 70661 1011010 70661 101AL CHECK	11/29/23 7956 11/29/23 7956 11/29/23 7956	SYSCO JACKSONVILLE, INC SYSCO JACKSONVILLE, INC SYSCO JACKSONVILLE, INC	1509 1509 1509	GAS CONNECTOR HOSE KIT ITEM#VC55GD CASTERS, SET OF 4	0.00 0.00 0.00 0.00	203.85 11,175.50 120.76 11,500.11
1011010 70662	11/29/23 7620	TAYLOR COUNTY CLERK OF C	0114	RECORDING FEE ELLIS	0.00	10.00
1011010 70663	11/29/23 7933	THE SCRUGGS COMPANY	0473	SAND/TOP DRESSING PER	0.00	325.09
1011010 70664	11/29/23 7072	USA OIL, LLC	0261	BLANKET FOR OCTOBER 20	0.00	500.00
1011010 70665 1011010 70665 TOTAL CHECK	11/29/23 001137 11/29/23 001137	YARBROUGH TIRE & AUTOMOT YARBROUGH TIRE & AUTOMOT	0283 0283	PURGE VALVE REPLACEMEN OIL CHANGE/TIRE ROTATI	0.00 0.00 0.00	148.58 68.45 217.03

SUNGARD PENTAMATION, INC. DATE: 11/29/2023 TIME: 13:57:08

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check_no between '70632' and '70665' ACCOUNTING PERIOD: -2/24

FUND - 810 - CLEARING/DISBURSEMENT FD

CA	SH ACCT CHECK NO ISSUE DT VENDOR NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
TO	TAL CASH ACCOUNT			0.00	327,053.65
TO	TAL FUND			0.00	327,053.65
TO	TAL REPORT			0.00	327,053.65

PAGE NUMBER: 4 ACCTPA21

SUNGARD PENTAMATION, INC. DATE: 11/29/2023 TIME: 13:58:14

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1

ACCTPA21

SELECTION CRITERIA: transact.check_no between 'v70666' and 'v70694' ACCOUNTING PERIOD: $2/24\,$

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 V70666 1011010 V70666 FOTAL CHECK	11/29/23 001887 11/29/23 001887	ADVANCED BUSINESS SYSTEM ADVANCED BUSINESS SYSTEM		ACCT# TC27 ACCT# TC31	0.00 0.00 0.00	84.19 77.25 161.44
1011010 V70667 1011010 V70667 TOTAL CHECK	11/29/23 004114 11/29/23 004114	AIRGAS SOUTH, INC. AIRGAS SOUTH, INC.	0172 0261	10/1-10/31/23 YEARLY PO FOR CYLINDER		38.44 76.88 115.32
1011010 v70668	11/29/23 7873	ALLSTATE CONSTRUCTION, I	0200-01	DESIGN/BUILD CONSTRUCT	0.00	806,666.41
1011010 V70669 1011010 V70669	11/29/23 7474 11/29/23 7474	AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES. AMAZON CAPITAL SERVICES. AMAZON CAPITAL SERVICES. AMAZON CAPITAL SERVICES. AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVIC	0500 0500 0500 0500 0500 0500 0500 0500 0500 0500 0261 0261 0261 0261 0261 0261 0261 0261 0261 0261 0261 0261 0261 0261 0261 0350 0500 0350	TIMBOOTECYH WIRELESS H VCE HDMI COUPLER ANBEAR BI-DIRECTIONAL USD TO DISPLAY PORT AD USB TO HDMI ADAPTER FALUBS USBC TO HDMI AD BELKIN HDMI 30 FT CABL OTTERBOX CASE IPHONE 6 QGEEM USBC TO HDMI ADA TORK MULTIFOLD TOWEL. 6 ROLLS WHITE ADDING M CASIO HR-200RC PRINTIN AIR HORN CAN BEAR SPRAY LYSOL DIS WIPES SPARKLE PAPER TOWELS DAWN PROFESSIONAL DISH LYSOL DIS WIPES SPARKLE PAPER TOWELS DAWN PROFESSIONAL DISH LYSOL DIS SPRAY PACK O CARRAND 93039 20" LONG MEANWELL PT-65B POWER SHIPPING HIGH PRESSURE GREASE C GLASS FILLER FAUCET WA SPIRAL NOTEBOOKS 12 PA SCOTCH MAGIC TAPE 6 RO 6 PIECES PATRIOC BOW F MICOMON AMERICAN FLAG MULTIFUNCTIONAL COLLAP 16 OUNCE DISPOSABLE FO MICOMON AMERICAN FLAG MULTIFUNCTIONAL COLLAP 16 OUNCE DISPOSABLE FO MICOMON AMERICAN FLAG MULTIFUNCTIONAL COLLAP 16 OUNCE DISPOSABLE FO MICOMON AMERICAN FLAG SY13 DISPOSABLE ALUMIN 5 PK CLEAR DOUBLE SIDE AMAZON BASICS HEAVY DU ECOLIPAK 50 PACK CLAMS EAGRYE 5 PACK SMALL CO CEILING FAN ELECTRIC COOLER LED LIGHT BULBS 5PK GARAGE LIGHT 6PK COOLER TIE DOWN COEFEE PACKS	0.00 0.00	109.99 6.99 7.95 13.99 17.89 42.02 21.51 11.90 41.82 11.75 42.00 44.52 239.97 31.02 182.73 90.00 130.84 46.62 104.30 14.48 25.99 79.99 24.07 18.77 15.99 21.98 151.98 21.99 21.98 21.99 21.98 21.59 15.99 9.64 21.89 23.99 -163.72 209.00 33.99
ioi1010 v70669 1011010 v70669 1011010 v70669 1011010 v70669	11/29/23 7474 11/29/23 7474 11/29/23 7474 11/29/23 7474	AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES,	0192 0192	GARAGE LIGHT 6PK COOLER TIE DOWN COFFEE PACKS CARGO BAR	0.00 0.00 0.00 0.00	109.99 103.98 159.31 76.06

PAGE NUMBER: 2 ACCTPA21

SUNGARD PENTAMATION, INC. DATE: 11/29/2023 TIME: 13:58:14

SELECTION CRITERIA: transact.check_no between 'v70666' and 'v70694' ACCOUNTING PERIOD: $2/24\,$

CASH ACCT CHECK NO ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAY	AMOUNT
1011010 V70669 11/29/23 7474	AMAZON CAPITAL SERVICES	0192 0500 0500 0500 0500 0500 0500	CEILING FAN LOGITECH C922X WEBCAM MICROSOFT WIRELESS KEY JABRA SPEAK 510 SPEAKE USBC WALL CHARGER 2 PACK POWER STRIP FAA CHART MIAMI SECTIO FAA SECTIONAL CHART JA USBA EXTENSION CORD	0.00	163.72 97.00 41.99 151.20 19.80 36.99 20.06 21.94 13.20 2.789.63
1011010 V70670 11/29/23 7651	B&B PORTA TOILETS, INC	0261	9/29-10/26/23	0.00	693.00
1011010 V70671 11/29/23 004269 1011010 V70671 11/29/23 004269 TOTAL CHECK		0261 0261	SEAL KIT 4X6 LABOR	0.00 0.00 0.00	273.06 800.00 1,073.06
TUT1010 V70672 11/29/23 004592 1011010 V70672 11/29/23 004592 FOTAL CHECK			RETRO-AIR METERING VAL RETRO-AIR METERING VAL	0.00 0.00 0.00	1,949.35 1,049.65 2,999.00
1011010		0425 0423	SNAP PROGRAM RIDER TOK OCT SHUTTLE SVC	0.00 0.00 0.00	2,000.00 3,920.00 5,920.00
1011010 V70674 11/29/23 6791 1011010 V70674 11/29/23 6791 1011010 V70674 11/29/23 6791 1011010 V70674 11/29/23 6791 1011010 V70674 11/29/23 6791 101AL CHECK	CAMPBELL'S AUTO REPAIR S CAMPBELL'S AUTO REPAIR S CAMPBELL'S AUTO REPAIR S CAMPBELL'S AUTO REPAIR S CAMPBELL'S AUTO REPAIR S	S 0473 S 0473 S 0473	FIRESIONE 245/75R16 MOUNTING TIRE DISPOSAL FEE TIRE SENSOR TIRE SENSOR INSTALL LA	0.00 0.00 0.00	402.20 45.00 10.00 83.60 33.00 573.80
1011010	CASHWAY BLDG, PRODUCTS OF CASHWAY BLDG, PROD	= 0261 = 0172 = 0172 = 0172 = 0172 = 0172 = 0172 = 0172 = 0172 = 0172	BLANKET FOR OCTOBER 20 BLANKET FOR OCTOBER 20 POLY HOSE PER FT 3/8" RUBBER HOSE PER FT 1/2 X 520 PTFE TAPE 3/8" BALL VALVE 3/8 X CLOSE GALV NIPPL 3/8 X 1 1/2 GALV NIPPL 3/8 X 3 GALV NIPPLE 3/8" GALV COUPLING 3/8 X 3/8 BRASS MALE E 3/8" GALV TEE	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	93.95 14.99 0.87 0.78 3.87 16.99 6.98 7.98 7.78 3.89 13.98 3.69
1011010 v70676 11/29/23 7517	CENTURY AMBULANCE SERVE	0240	DECEMBER 2023	0.00	68,086.00
1011010	CINIAS CORPORATION #148 CINIAS CORPORATION #148	0261 0170	SOLID WASTE SOLID WASTE COURTHOUSE SOLID WASTE	0.00 0.00 0.00 0.00	22.68 22.68 35.00 22.68

PAGE NUMBER: 3 ACCTPA21

SUNGARD PENTAMATION, INC. DATE: 11/29/2023 TIME: 13:58:14 TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact,check_no between 'v70666' and 'v70694' ACCOUNTING PERIOD: $2/24\,$

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 V70677 1011010 V70677 1011010 V70677 1011010 V70677 TOTAL CHECK	11/29/23 004749 11/29/23 004749 11/29/23 004749 11/29/23 004749	CINTAS CORPORATION #148 CINTAS CORPORATION #148 CINTAS CORPORATION #148 CINTAS CORPORATION #148	0261 0170 0261 0260	SOLID WASTE COURTHOUSE SOLID WASTE SOLID WASTE	0.00 0.00 0.00 0.00 0.00	22.68 35.00 22.68 22.68 206.08
1011010 V70678	11/29/23 7960	COMCAST FINANCIAL AGENCY	0723	8535 10 179 0075629	0.00	86.90
1011010 V70679	11/29/23 7247	CORPORATE TRANSLATION SE	0237	10/1-10/31/23	0.00	2.74
1011010 v70680	11/29/23 003797	DELL MARKETING L.P.	0113	POWEREDGE R350 TAILOR	0.00	2,326.47
1011010 v70681	11/29/23 004525	FLORIDA DEPARTMENT OF LA	0111	OCT CRIM HISTORY	0.00	24.00
1011010 V70682 1011010 V70682 1011010 V70682 TOTAL CHECK	11/29/23 7165 11/29/23 7165 11/29/23 7165	CBC CAPITAL, INC. CBC CAPITAL, INC. CBC CAPITAL, INC.	0261 0261 0261	BLANKET FOR OCTOBER 20 BLANKET FOR OCTOBER 20 BLANKET FOR OCTOBER 20	0.00 0.00 0.00 0.00	387.50 163.86 1,162.50 1,713.86
1011010 V70683	11/29/23 7828	MORPHO USA, INC.	0200	MAINTENANCE CONTRACT A	0.00	2,774.00
1011010 V70684 1011010 V70684 10TAL CHECK	11/29/23 000068 11/29/23 000068	KONE, INC. KONE, INC.	0160 0160	11/1-11/30/23 EMERGENCY ELEVATOR CAL	0.00 0.00 0.00	1,272.00 626.18 1,898.18
1011010 V70685 1011010 V70685 1011010 V70685 1011010 V70685 1011010 V70685 1011010 V70685 1011010 V70685 1011010 V70685 1011010 V70685 1011010 V70685	11/29/23 003309 11/29/23 003309 11/29/23 003309 11/29/23 003309 11/29/23 003309 11/29/23 003309 11/29/23 003309 11/29/23 003309 11/29/23 003309	LIVE OAK PEST CONTROL, I LIVE OAK PEST CONTROL, I	0174 0250 0160 0166 0164 0172 0489	LIBRARY DL OFFICE ANIMAL CONTROL COURTHOUSE HISTORICAL SOCIETY ADMIN COMPLEX CAP BUILDING COUNTY EXTENSION STEIN COMM CTR	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	13.50 13.50 40.05 13.50 13.50 13.50 26.50 13.50
1011010 V70686 1011010 V70686 1011010 V70686 1011010 V70686 1011010 V70686	11/29/23 6223 11/29/23 6223 11/29/23 6223 11/29/23 6223 11/29/23 6223	MUSCO FINANCE, LLC MUSCO FINANCE, LLC MUSCO FINANCE, LLC MUSCO FINANCE, LLC MUSCO FINANCE, LLC	0212-02 0212-02 0212-02 0212-02 0212-02	CIRCUIT BREAKER ORANGE WIRE WHITE WIRE BLACK WIRE ESTIMATED SHIPPING/HAN	0.00 0.00 0.00 0.00 0.00 0.00	1,680.00 10.00 5.00 10.00 100.00 1,805.00
1011010 v70687	11/29/23 004415	NEXTRAN TRUCK CENTER	0261	BLANKET FOR OCTOBER 20	0.00	976.10
1011010	11/29/23 7815 11/29/23 7815 11/29/23 7815 11/29/23 7815 11/29/23 7815 11/29/23 7815 11/29/23 7815 11/29/23 7815	ODP BUSINESS SOLUTIONS,	0283 0283 0283 0283 0283 0283 0283	A1 A GLANCE PLANNER AT A GLANCE PLANNER OFFICE DEPOT HANGING F OFFICE DEPOT FILE FOLD SCOTCH MAGIC TAPE, PAC NEENAH CARD STOCK - WH 2024 BLUE SKY PLANNER	0.00 0.00 0.00 0.00 0.00 0.00 0.00	17.59 25.59 20.04 14.16 21.99 25.98 20.79

SUNGARD PENTAMATION, INC. DATE: 11/29/2023 TIME: 13:58:14

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER:

ACCTPA21

4

SELECTION CRITERIA: transact.check_no between 'v70666' and 'v70694' ACCOUNTING PERIOD: 2/24

CASH ACCT CHECK NO ISSUE DT VENDOR NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 V70688 11/29/23 7815 ODP BUSINESS SOLUTIONS, TOTAL CHECK	0283 0283 0283 0283	SCOTCH LAMINATING POUC WESTCOTT SCISSORS, PAC SCOTCH SHIPPING TAPE W AVERY ADDRESS LABELS,	0.00 0.00 0.00 0.00 0.00	25.99 9.89 19.08 23.16 224.26
1011010	0261 0261 0261 0261 0261 0473 0473 0261 0261 0261 0172 0172	WHL NUT WHEEL STUD-GUNITE WHEEL STUD - WEBB BRAKE KIT DRUM TRAILER HUB OIL CHANGE KIT BLANKET FOR OCTOBER 20 BLANKET FOR OCTOBER 20 BLANKET FOR OCTOBER 20 O128 CITRUS HAND CLEAN 9801 POWER STEERING FL BLANKET PO FOR OCT	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	17.16 21.87 22.08 676.84 1,395.23 52.95 125.00 317.32 19.06 47.91 19.99 24.49 42.28 2,782.18
1011010 v70690 11/29/23 001940 TAYLOR COUNTY SHERIFF'S	001	LE SALARIES	0.00	94,926.00
1011010 V70691 11/29/23 001740 W.W. GRAINGER, INC. 101AL CHECK	0200 0200 0200 0200 0430	DEWALT DRAIN GUN KIT BATTERIES FOR DRAIN GU FLEXIBLE COUPLING (DIS 60 GAL BLACK TRASH BAG	0.00 0.00 0.00 0.00 0.00	500.17 383.74 36.69 32.44 953.04
1011010 V70692 11/29/23 7170 WAYNE PADGETT, SHERIFF 1011010 V70692 11/29/23 7170 WAYNE PADGETT, SHERIFF 10TAL CHECK	0901 1224	DEC DISTRIBUTION QTR 1	0.00 0.00 0.00	739,392.75 60,000.00 799,392.75
1011010 v70693 11/29/23 004114 AIRGAS SOUTH, INC.	0261	9/1-9/30/23	0.00	51.46
1011010 V70694 11/29/23 7651 B&B PORTA TOILETS, INC 1011010 V70694 11/29/23 7651 B&B PORTA TOILETS, INC 1011010 V70694 11/29/23 7651 B&B PORTA TOILETS, INC 10TAL CHECK	0449 0463 0448	9/1-9/28/23 9/1-9/28/23 9/1-9/28/23	0.00 0.00 0.00 0.00	105.50 141.00 105.50 352.00
TOTAL CASH ACCOUNT			0.00	1.799,909.48
IOTAL FUND			0.00	1.799,909.48
TOTAL REPORT			0.00	1,799,909.48

SUNGARD PENTAMATION, INC. DATE: 11/29/2023 TIME: 13:58:49

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER:

ACCTPA21

SELECTION CRITERIA: transact.check_no between '5017932' and '5017935' ACCOUNTING PERIOD: $-2/24\,$

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT CHECK NO ISSU	UE DT VENDOR NA	ME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 5017932 1172	29/23 5092 — вс	JRNS MONUMENT & VAULT C	0301	7 FEET BY 9 INCHES COP	0.00	150.00
1011010 5017933 11/2	29/23 001546 DE	EPT. OF ENVIRONMENTAL P	0301	FUEL STORAGE TANK REGI	0.00	90.00
1011010 5017934 11/2 1011010 5017934 11/2	29/23 003645 J. 29/23 003645 J.	B.'S TIRE & REPAIR SER (BB.'S TIRE & REPAIR SER (B.'S TIRE & REPAIR SER (B.'S TIRE & REPAIR SER (0301 0301	MOUNT DISP FEE - TRUCK - 689 DISMOUNT & MOUNT TIRES 180Z BALANING - TRUCK	0.00 0.00 0.00 0.00 0.00	90.00 6.00 130.00 64.00 290.00
1011010 5017935 11/2	29/23 7958 S0	OUTHERN PIPE & SUPPLY C	0301	ADS12850020DW - 12" N1	0.00	223.40
TOTAL CASH ACCOUNT					0.00	753.40
TOTAL FUND					0.00	753.40
TOTAL REPORT					0.00	753.40

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1

ACCTPA21

SELECTION CRITERIA: transact.check_no between 'v5017936' and 'v5017945' ACCOUNTING PERIOD: 2/24

DATE: 11/29/2023 TIME: 13:59:27

SUNGARD PENTAMATION, INC.

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT CHECK NO ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 VS017936 11/29/23 004114 1011010 V5017936 11/29/23 004114 10TAL CHECK	AIRGAS SOUTH, INC. AIRGAS SOUTH, INC.		7018 1/8- 10 POUND BOX RENTAL FOR OCTOBER, 20	0.00	55.80 134.54 190.34
1011010 V5017937 11/29/23 6375	BEARD EQUIPMENT COMPANY,	0301 0301 0301 0301 0301 0301 0301 0301	R880045 SCREW R88044 SCREW R88043 SCREW R88042 SCREW R8524409 GASKET KIT AT135260 SWITCH - GRAD T437051 - V-BELT AT211041 PULLEY AT211041 PULLEY T437051 V-BELT RE506352 BELT TENSIONE	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	87.60 77.60 76.16 75.60 375.01 120.35 43.38 55.04 43.38 151.37 1,160.53
1011010 v5017938 11/29/23 7591	CANON FINANCIAL SERVICES	0301	11/1-11/30/23	0.00	77.37
1011010 V5017939 11/29/23 004749 1011010 V5017939 11/29/23 004749 TOTAL CHECK	CINTAS CURPORATION #148 CINTAS CORPORATION #148			0.00 0.00 0.00	179,27 179,27 358,54
1011010 v5017940 11/29/23 7890 TOTAL CHECK	CINTAS CORPORATION NO. 2 CINTAS CORPORATION NO. 2 CINTAS CORPORATION NO. 2 CINTAS CORPORATION NO. 2 CINTAS CORPORATION NO. 2	0301 0301 0301 0301 0301	44249 ELASTIC STRIP SM 72220 ROLLER GAUZE ZIN 100039 TRIPLE ANTIBITI 111929 IBUPROFEN TABS 163051 BURN RELIEF PAC	0.00 0.00 0.00 0.00 0.00 0.00	11.21 8.66 11.92 18.35 18.06 68.20
1011010 V5017941 11/29/23 003949 1011010 V5017941 11/29/23 003949 101AL CHECK			LABOR ON GRADER - CHAN PARTS - HYD HOSE - ANT	0.00	1,200.00 105.00 1,305.00
1011010 V5017942 11/29/23 001712 1011010 V5017942 11/29/23 001712 1011010 V5017942 11/29/23 001712 1011010 V5017942 11/29/23 001712 101AL CHECK	MUNICIPAL SUPPLY & SIGN MUNICIPAL SUPPLY & SIGN MUNICIPAL SUPPLY & SIGN MUNICIPAL SUPPLY & SIGN	0301 0301 0301 0301	91uF OL 90 CAP FOR U-C 30" PRISM STOP SIGNS 30x6x080 PRISM/DF GREE 36x6x080 PRISM/DF GREE	0.00	139.00 550.00 263.00 315.00 1,267.00
1011010 v5017943 11/29/23 000082 1011010 v5017943 11/29/23 000082	PERRY AUTO SUPPLY, INC.	0301 0301 0301 0301 0301 0301 0301 0301	246-5178 STARTER WITH 7620 OIL FILTER 358XE FUEL FILTER GAL15W40 DELO 400 15W4 AW68 AW68 HYD OIL 61-2915 IMPACT SOCKET 7-9040 AIR CONDITIONIN 7258204 .75IN X 20 FT. G60152-1212 ADAPTERS 3377 FUEL FIL 3527 FUEL FIL - TRUCK 34977 CONTROLLER - FRU	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	204.99 18.49 37.99 59.97 194.95 30.99 214.50 62.36 13.30 12.44 22.10 392.50

PAGE NUMBER: 2 ACCTPA21

SUNGARD PENTAMATION, INC. DATE: 11/29/2023 TIME: 13:59:27 TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SFLECTION CRITERIA: transact.check_no between 'v5017936' and 'v5017945' ACCOUNTING PERIOD: $2/24\,$

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 V5017943	11/29/23 000082 11/29/23 000082	PERRY AUTO SUPPLY, INC.	0301 0301	BCN20 BRAKE CLEAN DKS668 SENSOR - KNOCK DKS668 SENSOR - KNOCK TS7258 CYLINDER HEAD 1372 OIL FIL 42574 NEW WATER PUMP 1C558 IGNITION COIL - 275520 NEW COMPRESSOR 801651 PAG OIL - TRUCK 728302 BATT CABLE TERM 728018 BATTERY TERMINA 728019 BATTERY TERMINA 728019 BATTERY TERMINA 728019 BATTERY CABLE 2446887 REMAN/STARTER 90391SBVV1 TIMING KIT VS50687R VALVE COVER G TCS46078 TIMING COVER 86475 HYDRAULIC OIL 7237 18MO WTY BAT - TR UJ351 UJ0INT 9084 NAPA CABIN AIR FI 765-1344 PX CLEAR RTV 1255H1L CAPSULE 7443 BULB 25-220 2ZIN TRICO FORC 655-2189 BLOWER MOTOR 9396 NAPAGOLD AIR FILT 600128 FUEL FILTER - NA E9275 NAPAGOLD AIR FILT	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	43.08 47.99 47.99 28.99 11.99 129.99 319.92 409.87 8.78 16.47 9.99 9.99 50.07 157.99 729.99 51.99 72.99 114.84 311.70 52.99 71.49 4.29 53.98 61.99 120.79 28.33 48.38 15.65 4,324.06
1011010 v5017944	11/29/23 000119	WARE OIL & SUPPLY COMPAN	105	UNLEADED GASOLINE	0.00	23,640.12
1011010 V5017945 1011010 V5017945 1011010 V5017945 TOTAL CHECK	11/29/23 003617 11/29/23 003617 11/29/23 003617	MILLER HARDWARE COMPANY MILLER HARDWARE COMPANY MILLER HARDWARE COMPANY	105 105 105	SURVEY STAKES CRYSTAL GEYSR WATER (2 PAINT & RELATED ITEMS	0.00 0.00 0.00 0.00	72.92 86.25 38.64 197.81
TOTAL CASH ACCOUNT					0.00	32,588.97
TOTAL FUND					0.00	32,588.97
TOTAL REPORT					0.00	32,588.97

(3)

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 AIRPORT FUND for the fiscal period ending September 30, 2024, 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 AIRPORT FUND budget for the fiscal year ending September 30, 2024.

Amount Account Account Name
Revenue:
\$ 43,250 003-3344107 FDOT Design/Rehab Apron

Expenditures:
\$ 43,250 0524-01 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 28th day

of November, 2024 at Perry, Taylor County, Florida, to amend

the budget for the fiscal period ending September 30, 2024

with a motion by Commissioner Feagle,

seconded by Commissioner Muddy, and carried

unanimously.

Gary Knowles, Clerk-Auditor

Grant balance at FYE'23 not budgeted in FY24 budget

V

TAYLOR COUNTY BOARD OF COMMISSIONERS GASB EXPENDITURE STATUS REPORT

TIME: 09:31:17

SELECTION CRITERIA: expledgr.key_orgn='0524-01' ACCOUNTING PERIOD: 1/24

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

TOTALED ON: FUND, TOTL/DEPT PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-003 AIRPORT FUND

FUNCTION-540 TRANSPORTATION

ACTIVITY-542 AIRPORTS

TOTL/DEPT-0524-01 FDOT - DESIGN/REHAB APRON

ACCOUNT TITLE	ORIGINAL	AMENDED	BUDGET	ACTUAL Y-T-D	AVAILABLE	YTD/
	BUDGET	BUDGET	VARIANCE	EXP	BALANCE	BUD
53401 CONTRACTUAL SERVICES	50,000.00	50,000.00	.00	.00	50,000.00	.00
56300 CAPITAL/INFRASTRUCTURE	900,000.00	900,000.00	.00	.00	900,000.00	.00
TOTAL FDOT - DESIGN/REHAB APR	950,000.00	950,000.00	.00	.00	950,000.00	.00
TOTAL AIRPORT FUND	950,000.00	950,000.00	.00	.00	950,000.00	.00
TOTAL REPORT	950,000.00	950,000.00	.00	.00	950,000.00	.00

Budgeted amt @

110

need to amend Budget by: 43,250.00
DWelch.

PAGE NUMBER: EXPSTA11

1

SUNGARD PENTAMATION, INC.

DATE: 11/06/2023 TIME: 09:30:59 TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0524-01' ACCOUNTING PERIOD: 13/23

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

TOTALED ON: FUND, TOTL/DEPT PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-003 AIRPORT FUND FUNCTION-540 TRANSPORTATION

ACTIVITY-542 AIRPORTS
TOTL/DEPT-0524-01 FDOT - DESIGN/REHAB APRON

ACCOUNT TITLE	ORIGINAL	AMENDED	BUDGET	ACTUAL Y-T-D	AVAILABLE	YTD/
	BUDGET	BUDGET	VARIANCE	EXP	BALANCE	BUD
53401 CONTRACTUAL SERVICES	.00	100,000.00	100,000.00	6,750.00	93,250.00	6.75
56300 CAPITAL/INFRASTRUCTURE	.00	900,000.00	900,000.00	.00	900,000.00	.00
TOTAL FDOT - DESIGN/REHAB APR	.00	1,000,000.00	1,000,000.00	6,750.00	993,250.00	.68
TOTAL AIRPORT FUND	.00	1,000,000.00	1,000,000.00	6,750.00	993,250.00	.68
TOTAL REPORT	.00	1,000,000.00	1,000,000.00	6,750.00	(993,250.00)	.68

actual balance @ F4E:23

PAGE NUMBER: 1

EXPSTA11

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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 AIRPORT FUND for the fiscal period ending September 30, 2024, 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 AIRPORT FUND budget for the fiscal year ending September 30, 2024.

Amount	Account	Account Name
Revenue: \$ 1,832	003-3344129	FDOT Wildlife Haz Mgmt Plan
Expenditur		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 28th day
of November, 2023 at Perry, Taylor County, Florida, to amend
the budget for the fiscal period ending September 30, 2024
with a motion by Commissioner Feagle
, seconded by Commissioner Muddy, and carried
unanimously.

Taux Fundamental Chairman

Grant balance at FYE'23 not budgeted in FY24 budget

SUNGARD PENTAMATION, INC.

DATE: 11/06/2023 TIME: 09:37:54

TAYLOR COUNTY BOARD OF COMMISSIONERS GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn in ('0541-01','0541-02')

ACCOUNTING PERIOD: 1/24

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

TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-003 AIRPORT FUND FUNCTION-540 TRANSPORTATION

ACTIVITY-542 AIRPORTS

TOTL/DEPT-0541-01 FDOT-WILDLIFE HAZ MGMT PL

ACCOUNTTITLE	ORIGINAL	AMENDED	BUDGET	ACTUAL Y-T-D	AVAILABLE	YTD/
	BUDGET	BUDGET	VARIANCE	EXP	BALANCE	BUD
53401 CONTRACTUAL SERVICES TOTAL FDOT-WILDLIFE HAZ MGMT	6,000.00 6,000.00	6,000.00 6,000.00	.00	.00	6,000.00 6,000.00	.00

Budgeted

Need to amend F124 Budget by: \$1,832

12 62 14

SUNGARD PENTAMATION, INC.

DATE: 11/06/2023 TIME: 09:37:33

TAYLOR COUNTY BOARD OF COMMISSIONERS GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: EXPSTA11

1

SELECTION CRITERIA: expledgr.key_orgn in ('0541-01','0541-02') ACCOUNTING PERIOD: 13/23

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

TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-003 AIRPORT FUND

FUNCTION-540 TRANSPORTATION ACTIVITY-542 AIRPORTS

TOTL/DEPT-0541-01 FDOT-WILDLIFE HAZ MGMT PL

ACCOUNT TITLE	ORIGINAL	AMENDED	BUDGET	ACTUAL Y-T-D	AVAILABLE YTD/
	BUDGET	BUDGET	VARIANCE	EXP	BALANCE BUD
53401 CONTRACTUAL SERVICES TOTAL FDOT-WILDLIFE HAZ MGMT	.00	9,500.00 9,500.00	9,500.00 9,500.00	1,668.12 1,668.12	7.831.88 17.56 7,831.88 17.56

actual balance. (W FYE' 23 MN

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 AIRPORT FUND for the fiscal period ending September 30, 2024, 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 AIRPORT FUND budget for the fiscal year ending September 30, 2024.

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 28th day

of November, 2024 at Perry, Taylor County, Florida, to amend

the budget for the fiscal period ending September 30, 2024

with a motion by Commissioner Feagle
,
seconded by Commissioner Mody, and carried

unanimously.

Gary Knowles, Clerk-Auditor Chairman

Balance of grant at FYE'23 not budgeted in FY24 budget

SUNGARD PENTAMATION, INC. DATE: 11/06/2023

TIME: 09:37:54

TAYLOR COUNTY BOARD OF COMMISSIONERS GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn in ('0541-01','0541-02') ACCOUNTING PERIOD: $\frac{1}{24}$

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

TOTALED ON: FUND, TOTL/DEPT PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-003 AIRPORT FUND

FUNCTION-540 TRANSPORTATION

ACTIVITY-542 AIRPORTS

TOTL/DEPT-0541-02 FAA-WILDLIFE HAZ MGMT PLA

ACCOUNT TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401 CONTRACTUAL SERVICES TOTAL FAA-WILDLIFE HAZ MGMT P	65,500.00	65,500.00 65,500.00	.00	.00	65,500.00 65,500.00	.00
TOTAL AIRPORT FUND	71,500.00	71,500.00	.00	.00	71,500.00	.00
TOTAL REPORT	71,500.00	71,500.00	.00	.00	71,500.00	.00

Budgeted amount need to amend

T4'24 Budget

By: \$4,987

PAGE NUMBER:

EXPSTA11

2

1000

SUNGARD PENTAMATION, INC. DATE: 11/06/2023

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

TIME: 09:37:33

SELECTION CRITERIA: expledgr.key_orgn in ('0541-01','0541-02')

ACCOUNTING PERIOD: 13/23

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

TOTALED ON: FUND, TOTL/DEPT PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-003 AIRPORT FUND

FUNCTION-540 TRANSPORTATION

ACTIVITY-542 AIRPORTS

TOTL/DEPT-0541-02 FAA-WILDLIFE HAZ MGMT PLA

ACCOUNT TITLE	ORIGINAL	AMENDED	BUDGET	ACTUAL Y-T-D
	BUDGET	BUDGET	VARIANCE	EXP
53401 CONTRACTUAL SERVICES	.00	85,500.00	85,500.00	15,013.13
TOTAL FAA-WILDLIFE HAZ MGMT P		85,500.00	85,500.00	15,013.13
TOTAL AIRPORT FUND	.00	95,000.00	95,000.00	16,681.25
TOTAL REPORT	.00	95,000.00	95,000.00	16,681.25

	AVAILABLE BALANCE	YTD/ BUD
4	70,486.87	17.56 17.56
	78,318.75	17.56
	78,318.75	17.56

EXPSTA11

actual balance.

PAGE NUMBER: 2

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 - BEACH RD (CR361) FUND for the fiscal period ending September 30, 2024, 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 - BEACH RD (CR361) FUND budget for the fiscal year ending September 30, 2024.

Amount	Account	Account Name
\$207,536	189-3344910	LAP Grant - Revenue
\$207,536	0362-53401	DOT - Beach Rd (CR361) 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 28th day

of November, 2023 at Perry, Taylor County, Florida, to amend

the budget for the fiscal period ending September 30, 2024

with a motion by Commissioner Feagle,

seconded by Commissioner Young, and carried

unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Grant balance at FYE'23 not budgeted in FY'24

SUNGARD PENTAMATION, INC.

DATE: 11/15/2023 TIME: 09:11:58

TAYLOR COUNTY BOARD OF COMMISSIONERS GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='0362' ACCOUNTING PERIOD: 1/24

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

TOTALED ON: FUND, TOTL/DEPT PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-189 DOT - BEACH RD (CR361)

FUNCTION-540 TRANSPORTATION

ACTIVITY-541 ROAD & STREET FACILITIES TOTL/DEPT-0362 DOT - BEACH RD (CR361)

ACCOUNT TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401 CONTRACTUAL SERVICES TOTAL DOT - BEACH RD (CR361)	.00	.00	.00	.00	.00	.00
TOTAL DOT - BEACH RD (CR361)	.00	.00	.00	.00	.00	.00
TOTAL REPORT	.00	.00	.00	.00	.00	.00

Budget @ F124

need to amend Budget by \$ 207,536

DWelch

11/15/23

SUNGARD PENTAMATION, INC. DATE: 11/15/2023

TAYLOR COUNTY BOARD OF COMMISSIONERS GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0362' ACCOUNTING PERIOD: 13/23

TIME: 09:11:12

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

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-189 DOT - BEACH RD (CR361) FUNCTION-540 TRANSPORTATION

ACTIVITY-541 ROAD & STREET FACILITIES TOTL/DEPT-0362 DOT - BEACH RD (CR361)

ACCOUNT TITLE	ORIGINAL	AMENDED	BUDGET	ACTUAL Y-T-D	AVAILABLE	YTD/
	BUDGET	BUDGET	VARIANCE	EXP	BALANCE	BUD
53401 CONTRACTUAL SERVICES	.00	750,473.00	750,473.00	542,937.30	207,535.70	72.35
TOTAL DOT - BEACH RD (CR361)		750,473.00	750,473.00	542,937.30	207,535.70	72.35
TOTAL DOT - BEACH RD (CR361)	.00	750,473.00	750,473.00	542,937.30	207,535.70	72.35
TOTAL REPORT	.00	750,473.00	750,473.00	542,937.30	207,535.70	72.35

PAGE NUMBER: 1

EXPSTA11



Powell and Jones CPA

1359 SW Main BLVD Lake City, FL 32024 Phone: 386.755.4200 Fax: 386.719.5504

office@powellandjonescpa.com

October 13, 2023

CONTRACT EXTENSION PROPOSAL - AUDIT & ASSURANCE SERVICES TAYLOR COUNTY, FLORIDA

As provided in our contract with Taylor County (the County), I am submitting a proposal to extend our audit services contract with the County for an additional three years. The fee includes the full scope of services outlined in the contract including preparation of financial statement, the business-type activities, each major fund, the aggregate remaining fund information, and ongoing support for County commissioners and constitutional officers. This is in conjunction with both inflation and growth in the County's financial operations.

We propose the following audit fees:

Year Ended	Audit Fee (\$)
9/30/2023	64,000
9/30/2024	67,000
9/30/2025	70, 000

ADDITIONAL SERVICES

Federal or state single audit services for the major programs of the County, in accordance with applicable auditing standards and requirements. These services are assumed and have been included in the proposed audit fee above.

RIGHT TO TERMINATE

The County has the right to cancel this contract after completion of any given audit period if the County becomes dissatisfied with our services or if sufficient funds are not available.

The County's only financial responsibility to us upon termination is to pay for all services completed to date and provide reasonable notice of termination.

Renewal

At the end of the term of this proposal, our services may be renewed annually. Future fees will be at the prior year fee plus an adjustment for CPI-U unless otherwise agreed upon by both parties.

We appreciate the opportunity to be of continued service to the County. If you have any questions, please let us know. If you agree to the terms of this contract extension, please sign below.

Board of County Commissioners

Clerk of the Circuit Court

Auditor, Powell & Jones CPA

525-010-60 PROGRAM MANAGEMENT 12/18 Page 1 of 1

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

SUPPLEMENTAL NO. 2	
CONTRACT NO. G1E43	
FPN 436462-2-54-01	
	d arises from the desire to supplement the State-Funded cuted on October 1, 2019 as identified above. All provisions in the except as expressly modified by this Supplemental.
The parties agree that the Agreement is to be amended Supplemental Agreement #2 extends contract time from Freeman Courtney to Harrison Blue Road	ed and supplemented as follows: om December 31, 2023 to June 30, 2024 for Slaughter Road from
Reason for this Supplemental and supporting enginee Extend contract time only	ering and/or cost analysis:
IN WITNESS WHEREOF, the parties have caused the	ese presents to be executed the day and year first above written.
RECIPIENT: Taylor County	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By: Name: Jamie English Title: Chairman	By: Name: Greg Evans Title: District Secretary
	Legal Review:

Agreement Number: Z3914

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4734 - Hurricane Idalia

The following Agreement is made and information is provided pursuant to	o 2 CFR §200.332(a)(1):		
Subrecipient's name:	Taylor County		
Subrecipient's unique entity identifier:			
Federal Award Date:	09/01/2023		
Subaward Period of Performance Start and End Date (Cat A-B):	08/31/2023 - 2/29/2024 08/31/2023 - 2/28/2025		
Subaward Period of Performance Start and End Date (Cat C-G):	NI/A		
Amount of Federal Funds Obligated by this Agreement:	<u>N/A</u>		
Total Amount of Federal Funds Obligated to the Subrecipient			
by the pass-through entity to include this Agreement:			
Total Amount of the Federal Award committed to the Subrecipient			
by the pass-through entity:			
Federal award project description (see Federal Funding			
Accountability and Transparency Act (FFATA):	Grant for communities to respond to and		
	recover from major disasters or		
	emergencies and for limited mitigation		
	measures.		
Name of Federal awarding agency:	Department of Homeland Security (DHS)		
	Federal Emergency Management Agency		
	(FEMA)		
Name of pass-through entity:	Florida Division of Emergency		
	Management (FDEM)		
Contact information for the pass-through entity:	2555 Shumard Oak Blvd.		
	Tallahassee, FL 32399-2100		
Assistance Listing Number (Formerly CFDA Number):	97.036		
	er Grants - Public Assistance (Presidentially ed Disasters)		
THIS AGREEMENT is entered into by the State of Florida, D	ivision of Emergency Management, with		
headquarters in Tallahassee, Florida (hereinafter referred to as the "Division of the control of	sion"), and Taylor County		
(hereinafter referred to as the "Subrecipient").			
THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLO	OWING REPRESENTATIONS:		
A. The Subrecipient represents that it is fully qualified and elig	gible to receive these grant funds to provide		

- the services identified herein;
- B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

- a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- b. In addition to the foregoing, the Subrecipient and the Division shall be governed by <u>all</u> applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:
 - i. Monitor and document Subrecipient performance; and
 - ii. Review and document all deliverables for which the Subrecipient requests payment.
 - b. The Division's Grant Manager for this Agreement is:

Name <u>Jennifer Stallings</u>

Title <u>Finance & Administration Manager</u>

Bureau of Recovery

Address: Florida Division of Emergency Management

2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100

Telephone: (850) 815-4458

Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name:	 	 	
Address:	 	 	

Telephone:		 	
Email:			

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.
- e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

- a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR 4734 Hurricane Idalia Payments to Subrecipients are contingent upon the granting of budget authority to the Division.
- b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

- a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.
- b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

- a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.
- b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

(12) RECORDS

- a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
- b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

- a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.
- b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.
- c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

- a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.
- b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

- a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.
 - b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

- c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.
 - d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this

Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
 - i. Attachment A Certification Regarding Debarment
 - ii. Attachment B Systems Access Form
 - iii. Attachment C Certification Regarding Lobbying

Agreement Number: Z3914

Complete State

Programme and the second

SUBRE	CIPIENT: Taylor County	a to the second
. By:	Mission /C-	. Ut
Name:	Jame English	j.
Title:	Chairman	4
Date:	11/28/2023	y
	OF FLORIDA ON OF EMERGENCY MANAGEMENT	
Ву:	Governor's Authorized Representative	
Date:		

: See 1975 IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attachment A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

regarding to

TARY:

77- 1.

km0000 - 50

City, State, Zip

11/28/23

 $(x, \frac{1}{2^n})^{n-n} = (x^n)^n$

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
- 3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: 1. 19.2.2.2.1	Taylor County	
Signature	Subrecipient's Name	
L'amie English, Chairman	Z3914	
Name and Title J	DEM Contract Number	
591 US Highway 27 East		
Street Address		
Perry, FL, 32347		

Attachment B

SYSTEMS ACCESS

The System Access Form is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

11 14

" A"

- **Block 1:** "Authorized Agent" This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).
- **Block 2:** "Primary Contact" This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).
- **Block 3:** "Alternate Contact" This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).
- **Block 4, 5, and 6:** "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.
- **Block 7 12:** "Other" (Read Only Access) There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT Subrecipient: Taylor County Authorized Agent (Full Access) Primary Contact (Full Access) Box 1: Box 2: Name Name Signature Signature Organization / Official Position Organization / Official Position Mailing Address Mailing Address City, State, Zip City, State, Zip Daytime Telephone Daytime Telephone E-mail Address E-mail Address Box 4: Other-Finance/Point of Contact (Full Access) Alternate Contact (Full Access) Box 3: Name Name Signature Signature Organization / Official Position Organization / Official Position Mailing Address Mailing Address City, State, Zip City, State, Zip Daytime Telephone Daytime Telephone E-mail Address E-mail Address Box 5: Other-Risk Mgmt-Insurance (Full Access) Box 6: Other-Environmental-Historic (Full Access) Name Name Signature Signature Organization / Official Position Organization / Official Position Mailing Address Mailing Address City, State, Zip City, State, Zip Daytime Telephone Daytime Telephone E-mail Address E-mail Address The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

15. 2. 1

410

Subrecipient Authorized Representative Signature Date

SYSTEMS ACCESS FORM (CONTACTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Taylor County Box 7: Other (Read Only Access)	Box 8: Other (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: Other (Read Only Access)	Box 10: Other (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: Other (Read Only Access)	Box 12: Other (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Subrecipient's Fiscal Year (FY) Start: Month:	Day:
Subrecipient's Federal Employer's Identification Numb	
	udit Purposes: Florida Division of Emergency Management

Attachment C Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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

The Subrecipient or contractor,	, certifies or affirms the truthfulness an				
accuracy of each statement of its certification and discl	osure, if any. In addition, the Contractor understands and ninistrative Remedies for False Claims and Statements,				
apply to the ocitinoation and disclosure, if any					
Signature of Subrecipient/contractor's Authorized Official	al				
Name and Title of Subrecipient/contractor's Authorized	Official				
Traine and This of Gustosipentice intention of Authorized	o molar				
Date					



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Notice to Bidders for the Concrete Apron Rehabilitation - Phase 2 at Perry-Foley Airport.

MEETING DATE REQUESTED:

November 28, 2023

Statement of Issue:

Board to review and approve Notice to Bidders for the

Concrete Apron Rehabilitation Project at Perry-Foley

Airport.

Recommended Action: Approve Notice to Bidders

Fiscal Impact:

The project is 100% grant funded.

Budgeted Expense:

The project is 100% grant funded and is included in the FY

2023-2024 budget.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Concrete Apron Rehabilitation at Perry-Foley Airport

includes the removal and replacement of concrete joints, removal and replacement of damaged concrete pavement, and miscellaneous concrete rehabilitation work on the Apron at Perry-Foley Airport. The project is 100% grant funded. AVCON, Inc. provided all design, and engineering of the project and will provide all project management

services.

Attachments:

Notice to Bidders

NOTICE TO BIDDERS

CONCRETE APRON REHABILITATION – PHASE 2 at PERRY FOLEY AIRPORT TAYLOR COUNTY, FLORIDA

Notice is hereby given that Taylor County will receive sealed bids at the Taylor County Board of County Commissioners, Attn: Clerk's Office, 108 North Jefferson Street, Perry, Florida 32347 (850-838-3506) until 4 pm local time on Friday, January 12, 2024, for the Concrete Apron Rehabilitation – Phase 2 project at the Perry Foley Airport, Perry, Fl. Bids must be submitted in a sealed enveloped clearly marked "BID ENCLOSED: CONCRETE APRON REHABILITATION – PHASE 2; PERRY FOLEY AIRPORT." Bids will be opened at the Taylor County Board of County Commissioners meeting to be held at the Taylor County Administration Complex, 201 East Green Street, Perry, Florida on Tuesday, January 16, 2024 at 6:05 pm or as soon thereafter as possible. Bids will be publicly opened and read aloud.

The project consists of providing all labor, materials, machinery, tools, equipment, and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following:

Removal and replacement of concrete joints, removal and replacement of damaged concrete pavement, and other miscellaneous concrete rehabilitation work.

The contract time for substantial completion of the Base Bid work shall be 30 calendar days from the date of the "Notice to Proceed (NTP)." The final project completion shall be 60 calendar days from the date of the "Notice to Proceed (NTP)". Additional days will be awarded if additional alternates are awarded.

Beginning on Wednesday, November 29, 2023, drawings, specifications, and project documents may be examined by appointment at the Airport Terminal Building of the Perry Foley Airport at 481 Industrial Park Drive, Perry, Florida 32348. Appointments may be made by calling Ward Ketring at Perry Foley Airport at 850-838-3519. Beginning on Wednesday, November 29, 2023, digital copies of the above documents may be obtained from the offices of AVCON, INC., 320 Bayshore Drive, Suite A, Niceville, Florida, 32578, (850) 678-0050.

Bid security in the amount of at least five percent (5%) of the total quote must be submitted with the quote. The quote security may be either a certified check or a proposal guaranty bond executed by a surety company authorized to do business in the State of Florida. Quote security shall be made payable to Taylor County. The successful contractor must be able to furnish proof of required insurance, a 100% Performance Bond, and a 100% Labor and Materials Payment Bond, and shall begin execution of this contract within five (5) calendar days following the date of the Notice to Proceed.

Funding for this project is being provided by the Florida Department of Transportation and will be subject to all applicable requirements of the U.S. Department of Transportation grant assurances.

The successful contractor will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804). Wages paid to employees must comply with the minimum established by the U.S. Department of Labor Wage Determination. The successful contractor must comply with the Davis-Bacon Act, Copeland Act (Anti-Kickback Act), the Occupational Safety and Health Act, the Contract Work Hours and Safety Standards Act (CWHSSA), Title VI of the Civil Rights Act of 1964 and Executive Order 11246.

Taylor County has an approved Disadvantaged Business Enterprise (DBE) Program for Airport Improvement Program projects which the successful contract must comply with. The DBE participation goal for this project is 4.78% and compliance requirements are listed in the project documents.

A non-mandatory Pre-Bid Conference will be conducted at the Terminal Building of the Perry Foley Airport at 481 Industrial Park Drive, Perry, Florida 32348 on <u>Wednesday</u>, <u>December 13, 2023</u> at <u>10:00</u> a.m. local time (EDT). Questions relating to the Project Documents will be answered at that time. Attendance by prospective prime contractors is strongly recommended.

The Taylor County Board of County Commissioners reserves the right, it its sole and absolute discretion, to reject, to cancel, or withdraw this bid at any time and waive any irregularities in the bid process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest. **No faxed Proposals will be accepted.**

OWNER'S CONTACT:

Jami Evans
County Grants Coordinator
Taylor County Board of County
Commissioners
201 East Green Street
Perry, Florida 32347

Tel: 850-838-3553 Fax: 850-838-3563 **ENGINEER'S CONTACT:**

John Collins, P.E.
Senior Project Manager
AVCON, INC.
320 Bayshore Drive, Suite "A"

Niceville, Florida 32578 Tel: 850-678-0050

All bids should be addressed as follows:

BID ENCLOSED: CONCRETE APRON REHABILITATION – PHASE 2 PERRY FOLEY AIRPORT

Taylor County Board of County Commissioners Attention: Clerk's Office 108 North Jefferson Street Perry, Florida 32347

By:

Taylor County Board of County Commissioners

Mama.

Title: / Char Man

Date



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURAL AND CONSUMER SERVICES FOR MOSQUITO CONTROL OPERATIONS FUNDING.

MEETING DATE REQUESTED:

NOVEMBER 28, 2023

Statement of Issue:

TO RECEIVE SUPPLEMENTAL FUNDING FOR MOSQUITO

CONTROL OPERATIONS.

Recommended Action: APPROVE

Fiscal Impact:

\$37,748.53

Budgeted Expense:

N/A

Submitted By:

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact:

(850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: TAYLOR COUNTY RECEIVES ANNUAL FUNDING FROM FDACS TO SUPPLEMENT MOSQUITO CONTROL OPERATIONS. THE CURRENT FISCAL YEAR GRANT IS SLIGHTLY LOWER THAN THE PAST FISCAL YEAR AND THE BUDGET WILL BE ADJUSTED TO REFLECT THE DIFFERENCE.

Options:

APPROVE/ DO NOT APPROVE

Attachments:

AGREEMENT

DocuSign Envelope ID: DB535FC8-D27D-4104-901A-20621558D629 ulture and Consumer Services
Division of Administration, Director's Office

INTERNAL CONTRACT ROUTE SLIP

Division:	AGRIC	CULTURA	AL ENV	IRONMENT	TAL SER	Date:	10/09/202	23	
Contract Manager:	MATT	HEWS, R	ACHEI	LJ		Contract:	30609		
Contract Period:	Upon I	Execution	To	09/30/2024		Org Code:	42130103	001	
Procurement Method	i:	EXEMPT	Γ - GOV	ERNMENT	AGENCIES	S	*** **	-	. — . — .
Appropriation Categ	ory:	050896				EO:	A2		
Funding: General Re	evenue:	NO	Federa	al Funding: N	0	Obj. Code:	751002		
Trust Fund Name Services Required: Mosquito Control (versigh	-		PECTION TR			nter 388 Fl	orida Statu	ites and Rule
<u></u>	 T av i	OR COU	 NTV M	IOSOUITO C	CONTROL				
Vendor Name: Commodity Code:	TAYI	LOR COU	NTY M	IOSQUITO C	CONTROL Contracto	r's FEID#	F5960008	79019	
Commodity Code:		LOR COU	NTY M	IOSQUITO C			F5960008 \$37,748.5		
Commodity Code:		LOR COU	NTY M	IOSQUITO C	Contracto	Amount:			
Commodity Code: Rate of Compensation			NTY M	Date	Contract A	Amount:		33	Date
Commodity Code: Rate of Compensation	on: Signat	ture			Contractor Contractor Authorize Supervisor	Amount: ed or:	\$37,748.5 Signatur	33	
Commodity Code: Rate of Compensation Division Director:	Signat * BEL	ow FOR	USE BY	Date	Contractor Contract Authorize Supervisor OF ADMIN	Amount: ed or:	\$37,748.5 Signatur		*****
Commodity Code: Rate of Compensation	Signat * BEL	ow FOR	USE BY	Date Y DIVISION	Contractor Contract Authorize Supervisor OF ADMIN	Amount: ed or:	\$37,748.5 Signatur	****	******
Commodity Code: Rate of Compensation Division Director: ******* Contract Ad Legal Secti	Signat * BEL dministra	OW FOR ator:	USE BY	Date Y DIVISION	Contract of Authorize Supervisor OF ADMIN	Amount: ed or:	\$37,748.5 Signatur	******* 10/19/20	****** 023 2023
Commodity Code: Rate of Compensation Division Director: ******** Contract Ac Legal Secti Finance and	Signat * BEL dministra on:	OW FOR ator:	USE BY	Date Y DIVISION	Contractor Contract A Authorize Superviso OF ADMIN	Amount: ed or:	\$37,748.5 Signatur	**************************************	2023
Commodity Code: Rate of Compensation Division Director: ******* Contract Ad Legal Secti	Signat * BEL dministra on: d Accoun	OW FOR ator:	USE BY	Date Y DIVISION	Contractor Contract A Authorize Supervisor OF ADMIN Signature Signature	Amount: ed or:	\$37,748.5 Signatur	******** 10/19/20 10/30/2 Date	2023

Scan Documents using Request Number: 17225933



DocuSign Envelope ID: DB535FC8-D27D-4104-901A-20621558D629 ulture and Consumer Services
Division of Administration, Director's Office

INTERNAL CONTRACT ROUTE SLIP

FACTS INFORMATION

Contract Number 30609				
Original Contract Amt	\$37,748.53	DFS Contract Type GD		
Long Title TAYLOR COUNT	Y MOSQUITO CON	TROL DISTRICT		
Short Title TAYLOR COU	Auth	norized Advance Payment	N	
Execution Date	Effective Dat	te	Expiration Date	09/30/2024
State Term Contract or Alternate	Source ID			
Contract Exempt Justification GOVERNMENT AGENCY	disk of the second seco			
Agency Solicitation Num			\$	
Business Case Study N	Case Study Date		And the second s	
Legal Challenges to Procuremen Legal Challenge Description	t N			
Contract Statutory Authority	388.261 FLORIDA	STATUTES		
Provide for Administrative Cost	N	Administrative Cost Percen	t	8
Provide for Periodic Increase N		Periodic Increase Percent		8
Was the Contract Function Prev	iously performed by the	ne State?		
Was the Contract Function Cons	idered for Insourcing	Back to the State? N		
Did the Vendor make Capital Im	provements on State F	Property? N		
Capital Improvement Description	n			
Value of Capital Improvements?				
Value of Unamortized Capital In	aprovements?			
Contract involves State or Fed Fi	nancial Aid State Fed	Y		
Recipient Type C LOC	CAL GOVERNMENT	Г		

	Vendor hist	
Vendor Number	Name Address	Phone Mumber
F596000879	TAYLOR COUNTY MOSQUITO CC 3750 HIGHWAY 98 WEST	0000000

			Fund	ling [ets			
Org Code Account Code	EO	Obj. Code	App Cat	Ford (Amount escripti	FY Effective on	OL REANK	
42130103001	A2	751002	050896	\$	37,748.53	07/01/2023	NR	
4220232100142160	1000005089	9600		GENER	AL INSPEC	TION TRUST FUN	DD	

Division List

AGRICULTURAL ENVIRONMENTAL SERVICE

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JRE
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Commodity Code Commodity

Method of Payment Major Deliverable Price

85111704

Mosquito management or control services

FIXED FEE / UNIT RATE

\$37,748.53

Non Price Justification

PRICE CANNOT BE DETERMINED UNTIL THE WORK HAS BEEN COMPLETED.

Source Documentation Reference Page

Major Deliverable

Conduct arthropod/mosquito control in adherence to Chapter 388 Florida Statutes and Rule 5E-13 Florida Administrative Code

Performance Metrics

- 1. Mosquito Control Monthly Report State Funds (FDACS-13650, Rev. 07/13) due no later than 30 days after the last day of each month for October-August reports and no later than 60 days after the last day of the month for September reports.
- 2. Mosquito Control Monthly Report Local Funds (FDACS-13663, Rev. 07/13) due no later than 30 days after the last day of each month for October-August reports, and no later than 60 days after the last day of the month for September reports.
- 3. Mosquito Control Monthly Activity Report (FDACS-13652, Rev. 07/13) due no later than 30 days after the last day of each month.

Financial Consequences

The Department shall have all rights and remedies provided at law or in equity, including without limitation the following: Temporarily withhold cash payments, disallow all or part of the cost of the services not in compliance, or wholly or partly suspend or terminate the contract.

CSFA Code Description
42.003 MOSQUITO CONTROL

CFDA CFDA



Florida Department of Agriculture and Consumer Services Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

This AGREEMENT made and entered into on	_, by
and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUM	ER
SERVICES, the DEPARTMENT, and TAYLOR COUNTY MOSQUITO CONTROL	1
PROGRAM, the RECIPIENT.	

ARTICLE 1: TERM

- 1.1 Contract Period: Upon Execution September 30, 2024.
- 1.2 Extension and Renewal.
 - 1.2.1 Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT.
 - 1.2.2 Contracts for commodities or contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3)(a) and (c), Florida Statutes, may not be renewed.

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following commodities and/or services:

- Comply with the requirements of Chapter 388, Florida
 Statutes, Section 215.97, Florida Statutes, and Chapter 5E13, Florida Administrative Code to conduct arthropod/mosquito control.
- 2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 85111704.
- 2.3 Deliverables. The RECIPIENT must provide the following quantifiable, measurable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

 The RECIPIENT agrees to provide mosquito management/control services as specified in the above scope of work. The RECIPIENT must meet the below minimum levels of services:
 - A. Submit a monthly financial report and supporting documentation to the DEPARTMENT on the form "Mosquito Control Monthly Report State Funds" for State funds (FDACS-13650, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.
 - B. Submit a monthly financial report and supporting documentation to the DEPARTMENT on the form "Mosquito Control Monthly Report Local Funds" for Local Funds (FDACS-13663, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.
 - C. Submit a monthly pesticide activity report to the DEPARTMENT on the form "Mosquito Control Monthly Activity Report" (FDACS-13652, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.
 - D. Submit a copy to the DEPARTMENT of each financial reporting package containing Non-state entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General of the State of Florida to be necessary.

- E. Execution of this contract shall serve as RECIPIENT'S acknowledgment that it is subject to Section 215.97, Florida Statutes.
- Financial Consequences. Failure to meet the deliverables of this AGREEMENT shall result in a financial consequence. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT. The DEPARTMENT shall reduce payment by: If RECIPIENT fails to meet one or more of deliverables A, B, or C of Section 2.3 hereof, due on or before August 30, 2024, then in addition to any other available remedies the DEPARTMENT shall reduce payment by a 5% reduction of the corresponding quarters invoice. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT, except that the DEPARTMENT in its sole discretion may grant a written extension of one or more deliverable deadlines upon prior written notification from RECIPIENT and for good cause shown.
- 2.5 <u>Department Services</u>. The DEPARTMENT agrees to provide the following services: N/A

ARTICLE 3: COMPENSATION & EXPENSES

- 3.1 The DEPARTMENT will pay the RECIPIENT as follows:

 An amount not to exceed \$37,748.53 payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines.
 - 3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.
- 3.2 <u>Travel Expenses</u>. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, Florida Statutes.

 Authorization for travel expenses <u>must</u> be specified in this AGREEMENT.
- 3.3 <u>Invoices</u>. Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.
 - 3.3.1 Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications

or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

- 3.3.2 Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- 3.4 <u>Transaction Fee</u>. RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to Section 287.057(22), F.S., and any rules implementing Section 287.057, F.S.
- 3.5 <u>Dispute Resolution</u>. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.
 - 3.5.1 Pursuant to Section 215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.
- 3.6 Contingency. In accordance with Section 287.0582, Florida Statutes, the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: INTELLECTUAL PROPERTY

4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the RECIPIENT nor any

- individual employed under this contract shall have any proprietary interest in the product.
- 4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- 4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- 4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.
- 4.5 The RECIPIENT shall fully indemnify, defend, and hold harmless the DEPARTMENT from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellection property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of RECIPIENT's products or DEPARTMENT's operation or use of RECIPIENT's product in a manner not contemplated by the AGREEMENT. If any product is the subject of an infringement suit, or in the RECIEPIENT's opinion is likely to become the subject of such a suit, the RECIPIENT at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become noninfringing. If the RECIPIENT is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the RECIPIENT shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.
- 4.6 The RECIPIENT's obligations under the preceding paragraph with respect to any legal action are contingent upon the DEPARTMENT giving RECIPIENT (1) written notice of any action or threatened action, (2) the opportunity to take over and

settle or defend any such action at the RECIPIENT's sole expense, and (3) assistance in defending the action at the RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

- RECIPIENT acknowledges and agrees that any articles that are 5.1 the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.042, Florida Statutes, shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 942-3555 and fax number (850) 942-7832.
- 5.2 RECIPIENT acknowledges and agrees that any articles which are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.095(3), Florida Statutes, shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE Enterprises, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.
- 5.3 RECIPIENT acknowledges and agrees that, pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid,

proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- 85.4 RECIPIENT acknowledges and agrees that, pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 5.5 RECIPIENT acknowledges and agrees that, pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
- 5.6 RECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. RECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section

- 448.095(2), Florida Statutes during the term of the contract, including receiving and maintaining required affidavits from subcontractors.
- 5.7 RECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
- 5.8 RECIPIENT shall comply with Section 20.055, Florida Statutes.
- 5.9 RECIPIENT represents and warrants that it has reviewed Sections 215.4725, 287.135, F.S. and is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. RECIPIENT further represents and warrants that it does not have business operations in Cuba or Syria as proscribed by Section 287.135, F.S. Failure to certify or falsely certifying compliance with Sections 215.4725 and 287.135, F.S., may subject the RECIPIENT to civil penalties, attorney's fees, and other penalties and consequences provided for by law.
- 5.10 RECIPIENT represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the RECIPIENT knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this AGREEMENT. Subcontractors shall be verified by RECIPIENT through the General Services Administration (GSA) Federal Excluded Parties List: https://sam.gov/SAM/.

ARTICLE 6: PUBLIC RECORDS

6.1 To the extent that RECIPIENT meets the definition of "Contractor" under Section 119.0701, Florida Statutes, all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law. RECIPIENT must:

- 6.1.1 Keep and maintain public records required by the DEPARTMENT to perform the service.
- 6.1.2 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.
- 6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.
- 6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the DEPARTMENT all public records in possession of the RECIPIENT or keep and maintain public records required by the DEPARTMENT to perform the service. If the RECIPIENT transfers all public records to the DEPARTMENT upon completion or termination of the contract, the RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RECIPIENT keeps and maintains public records upon completion or termination of the contract, the RECIPIENT 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.
- 6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
- 6.3 Nothing in this Article shall be considered a waiver of the provisions of Section 119.0701, Florida Statutes.

IF THE RECIPIENT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL 407 SOUTH CALHOUN STREET, SUITE 520 TALLAHASSEE, FL 32399

PHONE: (850) 245-1000

EMAIL: PRCUSTODIAN@FDACS.GOV

ARTICLE 7: TERMINATION

- 7.1 For Convenience. The DEPARTMENT may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the RECIPIENT, specifying the effective date of termination.
- 7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination.
 - 7.2.1 For cause termination shall be defined as default, breach or failure of the RECIPIENT to fulfill any of its obligations hereunder.
 - 7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (i) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (ii) disallow all or part of the cost of the services not in compliance; and/or (iii) wholly or partly suspend or terminate this contract.
- 7.3. Obligations of parties upon termination.

7.3.1. The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2. The RECIPIENT shall:

- 7.3.2.1. Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.
- 7.3.2.2. Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.
- 7.3.2.3. Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.
- 7.3.2.4. Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.
- 7.3.2.5. Disclose, transfer and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.
- 7.3.2.6. Not be entitled to recover any cancellation charges or lost profits.
- 7.4. Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or

embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT.

- 7.4.1. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.
- 7.5. Notwithstanding the above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

- 8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- 8.2 The RECIPIENT, as applicable, shall carry out the services outlined in Article 2 of this AGREEMENT in accordance with and subject to requirements of Section 215.97, Florida Statutes.
- 8.3 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of \$750,000 in its fiscal year, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and forprofit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this department resource, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
- 8.4 Audits conducted pursuant to Section 215.97, Florida Statutes, shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 8.5 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, Florida Statutes, do not exempt the RECIPIENT from compliance with provisions of law

relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.

- 8.6 If the RECIPIENT expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If however the RECIPIENT elects to have an audit conducted in accordance with the provision of section 215.97, Florida Statutes, the cost of the audit must be paid from RECIPIENT's resources other than that which is obtained from the DEPARTMENT.
- 8.7 The DEPARMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, Florida Statutes.
- 8.8 The DEPARTMENT shall have access to the RECIPIENT's records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, Florida Statutes. The RECIPIENT is required to maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.
- 8.9 Section 215.97, Florida Statutes, does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- 8.10 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, Florida Statutes. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, Florida Statutes. Copies of the financial reporting package required by this AGREEMENT shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services Division of Administration

509 Mayo Building 407 South Calhoun Street Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General Room 401, Claude Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

- 8.11 Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 8.12 The RECIPIENT shall maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The RECIPIENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
- 8.13 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.
- 8.14 The RECIPIENT agrees that this AGREEMENT may be charged only with allowable costs resulting from obligations incurred during the term of this AGREEMENT.
- 8.15 The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.
- 8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

- 9.1 <u>Independent Contractor</u>. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.
 - 9.1.1 The RECIPIENT shall not pledge the DEPARTMENT'S credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- 9.2 Indemnification. The RECIPIENT shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the DEPARTMENT, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the RECIPIENT, its agent, employees, partners, or subcontractors, provided, however that the RECIPIENT shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DEPARTMENT.
 - 9.2.1 The RECIPIENT's obligations under this paragraph with respect to any legal action are contingent upon the State or Customer giving the contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at RECIPIENT's sole expense, and (3) assistance in defending the action at RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.
- 9.3 <u>Liability</u>. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT disclaim its own negligence to the DEPARTMENT or any third party.
 - 9.3.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.
- 9.4 <u>Amendments</u>. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

- 9.5 Entire AGREEMENT. The instrument, including any attachments, embodies the entire AGREEMENT of the parties. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.
- 9.6 Applicable Law. This AGREEMENT shall be governed by the laws of the State of Florida.
- 9.7 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.
- 9.8 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.
- 9.9 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.
- 9.10 No Subcontracting. RECIPIENT agrees that all services to be performed hereunder shall be performed solely by the RECIPIENT and may not be subcontracted for or assigned without the prior written consent of DEPARTMENT, which may be withheld by DEPARTMENT for any reason or granted subject to RECIPIENT's compliance with one or more of the following: (i) RECIPIENT purchasing, at its sole expense, a payment bond in a form and amount that DEPARTMENT determines to be adequate to protect suppliers of labor and material; (ii) DEPARTMENT withholding, as retainage, 25% or the highest percent permitted by law, whichever is less, of all payments made to the RECIPIENT until RECIPIENT submits evidence satisfactory to DEPARTMENT that all subcontracts and outstanding indebtedness in connection with the services hereunder have been paid for by the RECIPIENT; and (iii) RECIPIENT

disclosing information satisfactory to DEPARTMENT regarding each subcontractor to perform services hereunder, including a description of the subcontractor's organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the RECIPIENT.

- 9.11 <u>Survival</u>. The termination of this AGREEMENT (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Sections 4.5, 6.1, 9.2, and 9.10 hereof and Article 8 hereof will survive the termination of this AGREEMENT.
- 9.12 Administration of AGREEMENT.

The contract manager for the DEPARTMENT is Rachel Matthews and is located at the Division of Agricultural Environmental Services, 3125 Conner Boulevard, Suite E, Tallahassee, Florida 32399-1650, office number (850) 617-7911, email address: Rachel.Matthews@FDACS.gov.

The contract manager for the RECIPIENT is Lawanda Pemberton and is located at 3750 Highway 98 West, Perry, FL 32347.

ARTICLE 10: STATE FUNDING DISCLOSURE

10.1 State resources awarded to the RECIPIENT pursuant to this agreement and are from the Florida Department of Agriculture and Consumer Services, Catalog of State Financial Assistance

Mosquito Control Research, 42.003, \$37,748.53

If state resources awarded to the RECIPIENT are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistance (title and number).

10.2 Reporting Requirements. Contracts for services with non-profit organizations as defined in Section 215.97(2)(m), F.S. require the RECIPIENT to provide documentation that indicates the amount of state funds: 1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the RECIPIENT, and 2) allocated under each payment by the DEPARTMENT to be used for remuneration of any member of the board of directors or an

- officer of the RECIPIENT. The documentation must indicate the amounts and receipts of remuneration.
- 10.3 The RECIPIENT <u>is not</u> classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the RECIPIENT <u>is not required to complete and return the Total Compensation Paid to Non-Profit Personnel Using State Funds form (FDACS-01324) in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this AGREEMENT, for each member of the board of directors or officer of the RECIPIENT as applicable.</u>
- 10.4 RECIPIENTS that are classified as a non-profit organization must post on the RECIPIENT'S website the information required by Section 216.1366, F.S., if the RECIPIENT maintains a website.
- 10.5 Failure to comply with the requirements of Section 216.1336, F.S., may result in termination of the AGREEMENT as prescribed in Section 7.2.

ARTICLE 11: EXECUTIVE COMPENSATION

- 11.1 The RECIPIENT shall complete and return the Space live Compensation Attestation for State Financial Assistance Contracts (FDACS-01317) within ten (10) business from execution of this agreement.
- 11.2 In the event that the RECIPIENT receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, then the RECIPIENT shall provide an annual report to the DEPARTMENT due on or before June 30th. An annual report shall be required for each year that this agreement remains in existence. The report shall detail the total compensation of the RECIPIENT's executive leadership team, to include salary, bonuses, cashin leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the RECIPIENT's IRS Form 990.
- 11.3 RECIPIENT understands and agrees that it must provide DEPARTMENT of written notice detail any change in executive compensation in the intervening period between annual reports.

- 11.4 RECIPIENT understands and agrees that failure to comply with any provision of this section constitutes a material breach for which DEPARTMENT may seek termination of this agreement pursuant to Section I of this Agreement.
- 11.5 Absent written extension of the deadline to provide the annual report, the parties agree that the RECIPIENT shall be liable for a financial consequence of \$100 per calendar day until the report is delivered.
- 11.6 The final annual report shall be delivered to the Department as part of the close out process detailed in Article 8.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE	RECIPIENT
AND CONSUMER SERVICES	
A. Q. 11:1.	
Joey B. Hicks	200000 18
Signature	Signature
District of Durinish and	County Administrator
Division of Administration Title	Title
11/1/2023	11/28/2023
Date	Date



Certificate Of Completion

Envelope Id: DB535FC8D27D4104901A20621558D629

Subject: Please DocuSign: FDACS CONTRACT# 30564 MOSQUITO CONTROL TAYLOR COUNTY

Source Envelope:

Document Pages: 23

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:

Joseph Duncan

407 South Calhoun Street

Mayo Building, SB-8

Tallahassee, FL 32399-0800 Joseph.Duncan@fdacs.gov

IP Address: 167.95.10.118

Record Tracking

Status: Original

October 19, 2023 | 10:59

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Joseph Duncan

Joseph.Durican@fdacs.gov

Pool: StateLocal

Signatures: 3

Initials: 0

Pool: Florida Department of Agriculture and

Consumer Services

Location: DocuSign

Location: DocuSign

Signer Events

Joseph Duncan

Joseph.Duncan@FDACS.Gov

Signing Group: Contract Administrator

Security Level: Email, Account Authentication

(None)

Signature

Joseph Druncan

Signature Adoption: Pre-selected Style Using IP Address: 167.95.10.118

Timestamp

Sent: October 19, 2023 | 11:02 Viewed: October 19, 2023 | 11:26 Signed: October 19, 2023 | 11:26

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Erik Sayler

Erik.Sayler@fdacs.gov

Security Level: Email, Account Authentication

(None)

Gate Safe

Signature Adoption: Uploaded Signature Image

Using IP Address: 167.95.13.68

Sent: October 19, 2023 | 11:26 Viewed: October 19, 2023 | 11:27

Signed: October 30, 2023 | 13:40

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Joey B. Hicks

joey.hicks@fdacs.gov

Director of ADministration

Security Level: Email, Account Authentication

(None)

Joey B. Hicks

Signature Adoption: Pre-selected Style Using IP Address: 69.246.130.212

Sent: October 30, 2023 | 13:40 Viewed: November 1, 2023 | 16:11 Signed: November 1, 2023 | 16:11

Electronic Record and Signature Disclosure: Not Offered via DocuSign

LaWanda Pemberton

LPEMBERTON@TAYLORCOUNTYGOV.COM

County Administrator

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: November 9, 2023 | 08:56

ID: 484c397b-1267-419f-b676-40d40143f598

Sent: November 1, 2023 | 16:11 Viewed: November 9, 2023 | 08:56

Signature Timestamp In Person Signer Events Timestamp **Editor Delivery Events** Status **Agent Delivery Events Timestamp** Timestamp **Intermediary Delivery Events** Status **Certified Delivery Events** Status **Timestamp** Timestamp Carbon Copy Events Status Sent: November 1, 2023 | 16:11 Rachel Matthews **COPIED**

Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**

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CONTRACTS

Contracts@fdacs.gov

rachel.matthews@fdacs.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: April 19, 2022 | 10:10 ID: 5695f407-15b9-4d70-aded-c5e1c7791665

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	October 19, 2023 11:02
Certified Delivered	Security Checked	November 9, 2023 08:56
Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Crahsoft OBO Florida Department of Agriculture and Consumer Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Crahsoft OBO Florida Department of Agriculture and Consumer Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: salena.yarbrough@freshfromflorida.com

To advise Crahsoft OBO Florida Department of Agriculture and Consumer Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at salena.yarbrough@freshfromflorida.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Crahsoft OBO Florida Department of Agriculture and Consumer Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Crahsoft OBO Florida Department of Agriculture and Consumer Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/sign.ep-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send
 this Electronic Record and Disclosure to a location where you can print it, for future
 reference and access; and
- Until or unless you notify Crahsoft OBO Florida Department of Agriculture and
 Consumer Services as described above, you consent to receive exclusively through
 electronic means all notices, disclosures, authorizations, acknowledgements, and other
 documents that are required to be provided or made available to you by Crahsoft OBO
 Florida Department of Agriculture and Consumer Services during the course of your
 relationship with Crahsoft OBO Florida Department of Agriculture and Consumer
 Services.

RESOLUTION NO.

Cedar Island Road Widening/Resurfacing SCRAP 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 Cedar Island Road Widening/Resurfacing Project Supplemental Agreement No. 1, and

WHEREAS, Supplemental Agreement No. 1 will extend the current project completion deadline within the approved Small County Road Assistance Program Agreement until December 31, 2024 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 Cedar Island Road Supplemental Agreement No. 1.

PASSED in regular session this 28 day of November, 2023.

BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA.

BY:

JAMIE ENGLISH, Chairperson

ATTEST:

GARY KNOWLES Clerk

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

525-010-60 PROGRAM MANAGEMENT 12/18 Page 1 of 1

SUPPLEMENTAL NO.	
CONTRACT NO. G1E45	
FPN 439670-1-54-01	
Recipient: Taylor County	
This Supplemental Agreement ("Supplemental")), dated arises from the desire to supplement the State-Funded
Grant Agreement ("Agreement") entered into an	nd executed on October 2, 2019 as identified above. All provisions in the
Agreement and supplements, if any, remain in e	effect except as expressly modified by this Supplemental.
The parties agree that the Agreement is to be	amended and supplemented as follows:
Supplemental Agreement #1 extends contract Road from CR361 to end of pavement.	time from December 31, 2023 to December 31, 2024 for Cedar Island
Reason for this Supplemental and supporting e	engineering and/or cost analysis:
Extend contract time only	
IN WITNESS WHEREOF, the parties have caus	sed these presents to be executed the day and year first above written.
RECIPIENT: Taylor County	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By: fame les	By:
Name: Jamie English	Name: Greg Evans
Title: Chairman	Title: District Secretary
	Legal Review:

RESOLUTION NO.____



I' Avenue South Widening/Resurfacing SCOP/CIGP 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 1st Avenue South Widening/Resurfacing Project Supplemental Agreement No. 1, and

WHEREAS, Supplemental Agreement No. 1 will extend the current project completion deadline within the approved Small County Outreach Program and County Incentive Program Agreement until December 31, 2024 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 1st Avenue South Supplemental Agreement No. 1.

PASSED in regular session this and day of November, 2023.

BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA.

JAMIE ENGLISH, Chairperson

ATTEST:

GARY KNOWLES, Clerk

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

525-010-60 PROGRAM MANAGEMENT 12/18 Page 1 of 1

SUPPLEMENTAL NO.	
CONTRACT NO. G1J93	
FPN 439669-1-54-01	
Recipient: Taylor County This Supplemental Agreement ("Supplemental"), date	ted arises from the desire to supplement the State-Funded
	ecuted on <u>February 25, 2020</u> as identified above. All provisions in the
	t except as expressly modified by this Supplemental.
The parties agree that the Agreement is to be ame	
Supplemental Agreement #1 extends contract time SR51 to SR51 - Steinhatchee	from June 30, 2024 to December 31, 2024 for 1st Avenue from
Reason for this Supplemental and supporting engire Extend contract time only	neering and/or cost analysis:
IN WITNESS WHEREOF, the parties have caused t	hese presents to be executed the day and year first above written.
RECIPIENT: Taylor County	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By: Jame	By:
Name: Jamie English	Name: Greg Evans
Title:/Chairman	Title: District Secretary
	Legal Review:

RESOLUTION NO.____



Slaughter Road Widening/Resurfacing SCOP Project Supplemental Agreement No. 2 - 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. 2, and

WHEREAS, Supplemental Agreement No. 2 will extend the current project completion deadline within the approved Small County Outreach Program Agreement until June 30, 2024 and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 2.

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. 2.

PASSED in regular session this 28th day of November, 2023.

BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA.

BY: Janue

JAMIE ENGLÍSH, Chairperson

ATTEST:

GARY KNOWLES, Clerk

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

525-010-60 PROGRAM MANAGEMENT 12/18 Page 1 of 1

SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO. 2	
CONTRACT NO. G0W46	
FPN 436462-1-54-01	
Grant Agreement ("Agreement") entered into and	, dated arises from the desire to supplement the State-Funded dexecuted on December 9, 2021 as identified above. All provisions in the ffect except as expressly modified by this Supplemental.
The parties agree that the Agreement is to be a Supplemental Agreement #2 extends contract to Road from US19 to Harrison Blue Road	amended and supplemented as follows: time from December 31, 2023 to June 30, 2024 for CR359A/Slaughter
Reason for this Supplemental and supporting e Extend contract time only	engineering and/or cost analysis:
IN WITNESS WHEREOF, the parties have caus	ed these presents to be executed the day and year first above written.
RECIPIENT: Taylor County	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By:	By: Name: Greg Evans Title: District Secretary
	Legal Review:

Slaughter Road Widening/Resurfacing SCRAP Project Supplemental Agreement No. 2 - 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. 2, and

WHEREAS, Supplemental Agreement No. 2 will extend the current project completion deadline within the approved Small County Road Assistance Program Agreement until June 30, 2024 and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 2.

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. 2.

PASSED in regular session this 285 day of November, 2023.

BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA.

BY

JAMIE ENGLISH, Chairperson

ATTEST:

GARY KNOWLES, Clerk

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 of Court Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

November 28, 2023

Blake Rockwood, FCCM
Government Operations Consultant II, Region 3
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399

Re: Taylor County CDBG 22DB-OP-03-72-01-H05 Modification Request 1

Dear Mr. Rockwood:

Please accept the Taylor County Modification to the above referenced FFY 2019 Small Cities Community Development Block Grant between Taylor County and the Florida Department of Economic Opportunity.

The County requests an extension of 12 months to the work plans. Selection of a grant administrator took some of the work plans time. The County had to advertise several times in the newspaper, on the County's Facebook page, on the County's website, and outreach done at local churches, and by flyers at the schools and Sheriffs Department, as there has been a lack of applications submitted. The tiered environmental review process for the approved applicants has taken much longer than anticipated. The attached work plans were revised to reflect these adjustments to make the work plans current.

It is the County's wish to request an amendment to the award agreement work plans. No change in beneficiaries or accomplishments is proposed in this amendment.

We appreciate your review and consideration. Should you have any questions or concerns, please feel free to contact Corbett Alday with Guardian CRM, Inc. at (813) 943-2627 or Jami Evans, Grant Coordinator, Taylor County at (850) 838-3553.

Sincerely,

Jamie English

Chairman of the Board of County Commissioners

Taylor County

Enclosures:

Modification Form 1
Request for Modification 1

Attachment C Revised Work Plans Mod 1

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Modification Number One to Subgrant Agreement Between the Department of Commerce and Taylor County requesting a one (1) year extension to the Community Development Block Grant (Contract Number 20DB-OP-03-72-01-H05) in the amount of \$750,000 to be used for housing rehabilitation and/or replacement projects. Grants staff to also discuss bid documents previously approved by the Board.

MEETING DATE REQUESTED:

November 28, 2023

Statement of Issue:

Board to approve Modification Number One to extend the CDBG timelines from January 2024 to January 2025. In addition, Grants staff to discuss CDBG housing

replacement bid documents previously approved by the

Board.

Recommended Action:

Approve Modification Number One

Fiscal Impact:

The Modification will extend the CDBG contract in the amount of \$750,000 to January 31, 2025. The County is required to provide a match in the amount of \$50,000 and

SHIP funds have been committed to the match.

Budget Expense Y/N

The grant funds are included in the FY 2023/2024 budget.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County was awarded a CDBG Housing Rehabilitation Grant in the amount of \$750,000. The contract expires January 31, 2024 and the County is requesting an extension to January 31, 2025. Guardian Community Resource Management administers the grant on behalf of the County. The grant is in the amount of \$750,000 and a \$50,000 match is being provided with SHIP funds the County has set aside. The CDBG grant funds housing rehabilitation and replacement projects in the unincorporated areas of the County. CDBG funds can be used for the replacement of mobile homes in disrepair. Grants staff to also update the Board on housing projects which may soon be underway and discuss previously approved bid documents and projects.

Attachments:

Modification Number One to Subgrant Agreement Between the Department of Commerce, Transmittal Letter, and amended Work Plan. Example of previously approved bid document for an upcoming housing replacement project.



Modification Number One to Subgrant Agreement Between the Department of Commerce and

Taylor County

This Modification Number one is entered into by and between the State of Florida, Department of Commerce, ("Florida Commerce"), and Taylor County, ("the Recipient"), (each individually a "Party" and collectively the "Parties").

WHEREAS, Florida Commerce and the Recipient entered into Contract Number 20DB-OP-03-72-01-H05, FLAIR Contract Number H2452, on November 1, 2021 ("the Agreement"), pursuant to which Florida Commerce provided a subgrant in the amount of \$750,000.00 to the Recipient under the Small Cities Community Development Block Grant ("CDBG") Program as set forth in the Agreement;

WHEREAS, Paragraph (4) of the Agreement provides that modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, Florida Commerce and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

X Revise the Activity Work Plan

1.	Attachment <u>C</u> , Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment <u>C</u> , which is attached hereto and incorporated herein by reference.
Re	vise the Project Narrative
2.	Attachment,, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment, which is attached hereto and incorporated herein by reference.
Re	vise the Project Budget
3.	Attachment,, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment, which is attached hereto and incorporated herein by reference.

Change the Number of Accomplishments and/or Beneficiaries



Department of Commerce - Small Cities Community Development Block Grant Program

Form SC-44 July 6, 2023

Modification to Subgrant Agreement

Attachments, which are attached hereto and incorporated herein by reference.
Recipient: Taylor
County
Modification Number:
1
Contract Number:
20DB-OP-03-72-01-H05
FLAIR Contract
Number: H2452
Include an Unaddressed Need from the Application for Funding as Addressed Need
5. Attachments of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments, which are attached hereto and incorporated herein by reference.
Change the Participating Parties
6. (Type in the name of firm), is removed as a Participating Party to the Subgrant Agreement.
7. (Type in the name of new firm) is added as a Participating Party to the Subgrant Agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.
X Extend the Agreement
8. Paragraph (3) titled Period of Agreement on pageof the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (3):
(3) Period of Agreement
This Agreement begins on August 1, 2021 (the effective date) and ends on January 31, 2025, unless otherwise terminated as provided in this agreement. Commerce shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to Commerce in its sole discretion, and the Commerce Director of Community Development approves such an extension. The justification must document that project delays are due to events beyond the Recipient's control and include a performance plan that demonstrates the Recipient's capacity to perform and complete the remaining project tasks within the extension period. Commerce will also take into consideration the Recipient's progress and verifiable achievements at Commerce's sole and absolute digression. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.
Other:

9.

__

Recipient: Taylor

Modification Number:

County

1

Department of Commerce - Small Cities Community Development Block Grant Program

Form SC-44 July 6, 2023

Modification to Subgrant Agreement

shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

Contract Number:	
20DB-OP-03-72-01-	
H05	
FLAIR Contract	
Number: H2452	
IN WITNESS WHEREOF, the partherein.	ties hereto have executed this document as of the dates set
State of Florida Department of Commerce	Recipient
By:	By: falle
Name:	Name: Jamie English
Title:	Title: BOCC Chair
Date:	Date:
Approved as to form and legal sufficiency, subject only to the full and proper execution by the Parties Office of the General Counsel Department of Commerce	
Ву:	
Approved Date:	

Attachment C - Activity Work Plan

Recipient: Taylor County Contract Number: 20DB-OP-03-72-01-H05		Activity:	21A Administration		Project Budget:	\$112,500
Contract Number:	20DB-OP-03-72-01-H05		Date Prepared:	11/8/23	Modification Number:	1

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"
8/2021	11/2021	Fulfill requirements of the program and special conditions within the first 90 to 120 days. Begin environmental review. Prepare and submit Contractual Obligation, MBE and Quarterly Progress Report.		
8/2021	12/2022	Complete Environmental Review and obtain release of funds. Advertise for housing participants and contractors. Prepare and submit Section 3 and Quarterly Progress Reports.		\$5,000
1/2023	5/2023	Rank and approve housing participants. Hold contractor's meeting to establish pre-qualified contractor's list. Start site-specific reviews including any lead testing and historic reviews. Prepare and submit Contractual Obligation, MBE and Quarterly Progress Reports.		\$25,000
6/2023	12/2023	Continue site-specific reviews and receive release of funds on each proposed housing unit. Cost estimates and specifications completed for each house. Submit Quarterly Progress Report.		\$40,000
1/2024	6/2024	Advertise for bids and award contracts for first six houses. Prepare and submit Contractual Obligation, MBE and Quarterly Progress Reports. Take photos before, during and after rehabilitation activities.		\$65,000
7/2024	10/2024	Construction completed on first six of houses. Advertise for bids and award contracts for remaining five houses. Take photos before, during and after rehabilitation activities. Prepare and submit Section 3 and Quarterly Progress Reports.		\$80,000
9/2024	12/2024	Construction completed on last five houses. Prepare and submit Contractual Obligation, MBE and Quarterly Progress Reports. Take photos before, during and after rehabilitation activities.		\$100,000
1/2025	1/2025	Prepare and submit Quarterly Progress Report; and prepare and submit Administrative Closeout Package within 45 days after Agreement termination date.		\$112,500

Attachment C - Activity Work Plan (Example)

Recipient:Taylor CountyActivity:14A Housing Rehab/Demo/ReplacementProject Budget:\$615,\$00Contract Number:20DB-OP-03-72-01-H05Date Prepared:11/8/23Modification Number:1

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"
2/2022	5/2023	Begin surveys for housing units selected for rehabilitation. Order lead testing, if necessary. Order housing plans.		
6/2023	12/2023	Complete lead testing and surveys for properties.		
1/2024	6/2024	Advertise for bids and award contracts for first six houses. Begin construction.		
7/2024	10/2024	Construction completed on first six houses. Advertise for bids and award contracts for next five housing units.	6 Housing Units	\$335,000
9/2024	12/2024	Construction completed on remaining five houses.	11 Housing Units	\$615,500

Attachment C - Activity Work Plan

Recipient:	Taylor County	Activity:	08 Tem	porary Relocation	Project Budget:	\$22,600
Contract Number:	20DB-OP-03-72-01-H05		Date Prepared:	11/8/23	Modification Number:	1

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"
10/2022	12/2024	Pay relocation costs for up to eleven households to include moving, storage and rental costs; in accordance with the Recipient's Housing Assistance Plan/Anti-displacement and Relocation Policy.	11	\$22,000

TAYLOR COUNTY HOUSING REHABILATATION PROGRAM

Department of Grants Administration 401 Industrial Park Dr. Perry, Florida 32347

CDBG HOUSING REHABILITATION SCOPE OF WORK & Specifications

PROPERTY INFORMATION:

Property Address:	5600 Smith Rd. Perry, I	5600 Smith Rd. Perry, FL 32348				
Property Owner:	Tina McMillan					
Home Phone:	850-295-0445	850-295-0445				
Alt Phone:	850-838-7612					
Year Built:	1988					
LBP/ACM	LBP Action: N/A	LBP Action: N/A ACM Action: See the attached report				
Building Description:	Number of bedrooms: 2 Number of bathrooms:					
Parcel ID Number:	01619-610					

Note	System	Description of Work	Location	Price	Contractor Initials
A.	REHABILITATION	Special attention should be directed to the attached reports regarding Lead Base Paint, Asbestos, and/or Mold. Any recommendations included in the reports regarding such material shall become part of the Work.	Unit	\$N/A	
В.	SITEWORK	Rehabilitation of unit shall include: 1. Re- connects all existing TV, Satellite connections, & Phone Jacks. Install 911 addressing as required. 2. Disconnect and re-connect to community water systems if required by code or specification within this document. 3. Demolition and safe, legal, disposal of all materials, removal of all construction and replacement debris. 4. Disconnect and re-connect existing septic system or to community sewer utility (where applicable).	All	INCLUDE IN BID LINE ITEMS	

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workmanlike manner, in accordance with the CDBG Program Specifications as listed in this Scope of Work, Florida Building Code, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. Bid will be accepted on the TOTAL BID submitted, and all items must be cost itemized in the space provided or the bid will be rejected.

This house may or may not require the homeowner to vacate the premises during the construction period. In the case of the CDBG program unit will be vacant and shall remain so for the duration of the rehabilitation and construction process.

This document may not be altered in any manner. The scope of work set forth in this document may not be changed without the written consent of Guardian CRM, Inc. under direct authorization from Taylor County and/or its official representatives.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the CDBG Housing rehab Program. I also agree that any change orders above the original contract amount shall only be paid for with CDBG funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Company Name (Print Name):	Contractor Name (Print Name):	
Contractor's Address:		
Contractor's Phone Number:	Contractor's Email:	

PROPERTY OWNERS REVIEW & APPROVAL OF SPECIFICATIONS & AUTHORIZATION TO BID:

rehabilitation inspector and u property. I/We also agree that	nderstand th at there will b Code Requir	k Write-Up consisting of all listed to specifications of the work to be "NO" changes in the specification of the s	performed on our ons unless needed
X	1 1	X	11
Property Owner's Signature	Date	Property Owner's Signature	Date
CONTRACTOR BID INFORMA	TION		
Total contractor bid for reques The proposed work shall be c	sted work: \$_ ompleted wit	hin 120 Business/Working Da	ıys.
Bid submitted by:			
Company Name:			
Authorized Signature*: X			
* Signature of licensee, or signature of lic	nature of per	son authorized by licensee whose	authorization

TAYLOR COUNTY CDBG HOUSING REHABILATATION PROGRAM

Warranty Rehabilitation Scope of Work and Specifications

Client:	Tina McMillan	Date:	October 2023
Address:	5600 Smith Rd. Perry, FL 32348		

This <u>CDBG Scope of Work and Specification Analysis Report</u> shall be submitted in its entirety, with the permit application. It shall fully disclose the scope of work (SOW) to be performed, permitted and inspected. One permitted copy, stamped by the building department of jurisdiction, shall be submitted to the Taylor County Housing and Program Inspector with the final pay application.

NOTICE TO BIDDING CONTRACTORS:

The bidding contractor must consider the following when estimating the value of each line item: measurements, sizes, materials, labor, permits, plans, all fees, surveys, engineering/Architecture, regulations, demolition and clean-up.

All material, components, and labor, that will be needed to complete each task thoroughly and to each item's primary operational function.

ALL work must be in compliance with all applicable Federal, State, and Local Codes.

Please fill in every line item in each section of this bid.

No contractor shall, without prior written approval from the Housing Program Administrator and/or Consulting Project Manager, deviate from any product recommendations listed within this Scope of Work (SOW). A verbal or written notice of "or equal" exchange shall be provided to the Inspector within forty-eight (48) hours of the proposed "or equal" substitution. This notice shall include:

- 1) The names of both the SOW recommended product and proposed substitute product specification
- 2) Comparable manufacturer specifications list, included but not limited to price, warranty information, consumer review reports
- 3) Any additional information requested by the Program or its agents.
- 4) All bids, unless otherwise specified, to include the repair/repaint to match existing, all damaged (plaster, stucco, Tile, or any other material), walls, ceilings, ECT... affected by construction.
- 5) The contractor will provide all material and shall be responsible for covering <u>all</u> homeowner belongings, including flooring and other items that cannot be moved during rehabilitation: this is not the owner's responsibility: Daily clean-up within and around the home is required.
- 6) All measurements and material will be the responsibility of the contracting firm.
- 7) All change order requests must be approved through the County offices prior to any change order work beginning.
- 8) No work shall begin until all permits are pulled. Starting work prior to obtaining permits will result in a 1 round suspension, and second violation will result in a full year program suspension, and third violation will lead to indefinite suspension.

Failure to provide any required notification will result in a violation of the terms and conditions of the SOW and Work Rehabilitation Contract and a loss of payment on the substituted product if it is not replaced with the SOW specified product. Approval will NOT be granted under any circumstance on or after the fact basis.

NOTE: Signature required for acknow	riedgment of Notice to Bidding Ge	neral Contractors
Print Name	Signature	Date

The above applies to all line items associated with this Scope of Work:

	Qty.	Location	Amount
1. OPERATIONAL			
1. Operational	Unit	Site	\$
The contractor shall be responsible for and provide all application or other required local, state, or federal, documentation (To include			
Ia. STORAGE			
la. Storage	Unit	Site	\$
The contractor shall be responsible for procuring and providing a 20 calendar days) to be placed on site during extermination and is shall be responsible for storing and replacing belongings into and or	nterior reh	abilitation proces	
ine-item Notes:			
NOTE 1: Price to include keyed security lock. The homeowner shapes a security lock. The homeowner shapes are sponsibility for the key's location.			
b. GENERAL REPORTING			
	Unit	Site	\$
b. Reporting Requirements The contractor shall contact, either by phone or electronic communication of the provide project progress updates. This shall be MER) to the project manager: Failure to contact the owner and/oweeks will result in a \$50 per week credit back to the owner's assistance.	nication (t document or provide stance av	ext or email), the ed via an every the MER for two ailability or the S	Monday Email Repor (2) consecutive
The contractor shall contact, either by phone or electronic communionce per week to provide project progress updates. This shall be MER) to the project manager: Failure to contact the owner and/oweeks will result in a \$50 per week credit back to the owner's assignmental. This credit shall be applied at every failure of compliance	nication (t document or provide stance av	ext or email), the ed via an every the MER for two ailability or the S	Monday Email Repor (2) consecutive
Ib. GENERAL REPORTING Ib. Reporting Requirements The contractor shall contact, either by phone or electronic communication on the project project progress updates. This shall be (MER) to the project manager: Failure to contact the owner and/oweeks will result in a \$50 per week credit back to the owner's assignmental. This credit shall be applied at every failure of compliance compliance. Line-item Notes: NOTE 1: Failure to place a cost for this line item will not exclude the required stated therein.	nication (t document or provide stance av occurrence	ext or email), the ed via an every the MER for two ailability or the S ce.	Monday Email Repor (2) consecutive HIP program in
The contractor shall contact, either by phone or electronic communionce per week to provide project progress updates. This shall be (MER) to the project manager: Failure to contact the owner and/oweeks will result in a \$50 per week credit back to the owner's assignmental. This credit shall be applied at every failure of compliance cine-item Notes: NOTE 1: Failure to place a cost for this line item will not exclude the equired stated therein.	nication (t document or provide stance av occurrence	ext or email), the ed via an every the MER for two ailability or the S ce.	Monday Email Repor (2) consecutive HIP program in
The contractor shall contact, either by phone or electronic communion process of the project progress updates. This shall be say that the project manager: Failure to contact the owner and/oweeks will result in a \$50 per week credit back to the owner's assignmental. This credit shall be applied at every failure of compliance where the project manager is a say that the owner's assignmental. This credit shall be applied at every failure of compliance where item Notes:	nication (t document or provide stance av occurrence	ext or email), the ed via an every the MER for two ailability or the S ce.	Monday Email Repor (2) consecutive HIP program in

NOTE 1: To Include all applicable Plans, Drawings, and Permits, & approved building department docs.

2. MOBILE HOME-DEMO AND REPLACMENT

1. MH Demo & Replacement

Unit

Site

\$_____

The CDBG Program requires that in-progress visual inspections be completed prior to each payment draw. Perform all required actions (Site survey review, permitting, etc...) and prep the site for demolition of the existing dwelling unit (does not include any outbuildings):

Demolish the existing unit. Clean, level, and prepare the site to accommodate a new, one-for-one, fully code compliant, replacement dwelling. The new dwelling unit shall fit the footprint of the previously existing unit, as much as allowed per the specifications and requirements set forth in this Scope of Work.

> Demolish the existing mobile home unit and unless otherwise noted any attached components: The demolished unit shall be replaced with a new double-wide, 2 bedroom, 2 bath mobile/manufactured home unit in the existing footprint of the removed unit.

The new mobile home unit base price shall include the following:

- (a) Minimum (Approx.) 900 sq. ft, 2 bedrooms, 2 baths, kitchen, living room, dining area/nook, utility room; two entry exist doors (with compliant entry landing/railed steps).
- (b) All required new plumbing, sanitation, electrical, and utility hookups and/or connections.
- (c) A minimum 25-year, architectural shingled roof covering. Owner to be provided color choice.
- (d) A full appliance and ancillary package as listed: Stove, microwave range hood, refrigerator, hot water heater, toilet(s), vinyl window blinds, vanity set (1 drawer base, sink, mirror/mirrored medicine cabinet, carpet or vinyl floor covering (vinyl only in wet areas), closet shelving, television/cable/phone outlets in the living area, kitchen, and bedrooms, Living Room /Bed room Fan-light fixtures, Dining room overhead light fixture, and all other components required to ensure move in ready condition. All appliances and light fixtures to be energy star rated for the Southern Region of the U.S.A.
- (e) Grass seeding of all disturbed areas of the yard where vegetation was removed or damaged beyond salvage.
- (f) Total unit transportation and construction set-up and connection to existing water/waste facilities.

Project notes to Follow:

NOTE 1: The mobile/manufactured housing unit must meet all current Florida Local and State residential building codes at the time of purchase from the manufacturer and upon completion construction.

NOTE 2: The mobile/manufactured housing units electrical, plumbing, mechanical, and other base systems must meet all of the most current and applicable Florida Building Codes, and any applicable or superseding local ordinances, State, Federal requirements (i.e. were utility water/sewer services are available the dwelling must be hooked into the service and the existing well/septic system abandoned to code). The systems shall all be installed and in working order prior to project closeout and ready for owner occupation.

NOTE 3: Owner shall be provided a minimum of three color and style choices for all applicable items, including but not limited to exterior unit primary/trim color, shingle color, interior paint/trim color, cabinet/vanity, appliance package. See "Exhibit A".

NOTE 4: The existing septic system has failed. A new system and connection to be included in the bid.

NOTE 5: The water supply system was working at the time of inspection. The system shall be tested prior to reconnection.

NOTE 6: Master bath shall include tub/shower combo assembly.

NOTE 7: Bath #2 shall include walk-in shower assembly.







-- EXISTING DWELLING FOOTPRINT -----

ENTER TOTAL BID BELOW



			TWO I SPECIAL SERVICES		
TOTAL BID AMOUNT	\$_	<u> </u>			
			,		

"EXHIBIT A"

TAYLOR COUNTY CDBG HOUSING REHABILATATION PROGRAM HOUSING REHABILATATION PROGRAM COLOR/STYLE SELECTION

- 1. Contractor must provide at least three (3) color choices for each eligible item. **NOTE:** See attached scope of work for eligible items.
- 2. Taylor County reserves the right to veto a color choice made by the contractor and homeowner.
- 3. It is the contractor's responsibility to provide selections for the homeowner to select the colors and designs, and then sign this form.
- 4. Any deviations from this process must be submitted via email to the Housing Inspector (Diana.Pinto@Taylor.org) for approval.
- 5. Color/Style selections are to be signed and forwarded to the Housing Program Inspector no later than five (5) calendar days after the NTP takes effect.

COLORS AND STYLES TO BE LISTED IN THE GRID BELOW:

ITEM LOCATION	ITEM PRODUCT	ITEM STYLE CODE	ITEM COLOR CODE
		Little Land Control Co	

(NOTE: PLEASE MAKE A DUPLICATE COPY IF MORE SPACE IS REQUIRD. ALL COPIES MUST BE SIGNED)

The signatures on this document confirm acknowledgment of the above listed items:

Homeowner Signature:	Date:_
Contractor Signature:	Date:_
Housing Inspector Signature:	Date:_

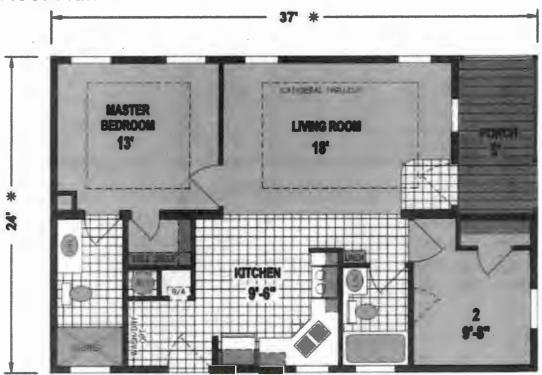
Silver Springs 4811J

888 Square Feet, 2 Bedrooms, 2 Bathrooms, Multi-Section

This manufactured home is built to the federal (HUD) building code for manufactured housing.

FLOOR FLAN

Floor Plan



THE EXAMPLE LISTED ABOVE IS NOT A MANDATED OPTION, BUT ONLY A PRODUCT EXAMPLE. ANY "OR EQUAL" PRODUCT MAY BE SUBMITTED FOR REVIEW AND APPROVAL BY THE PROGRAM PROJECT MANAGER.

ACM ENGINEERING & ENVIRONMENTAL SERVICES

ENVIRONMENTAL

SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA

NESHAP PRE-DEMOLITION SUSPECT ASBESTOS CONTAINING BUILDING MATERIAL SAMPLING AND ANALYSIS REPORT

FOR:

Guardian CRM, Inc. 15000 Citrus County Drive, Suite 331 Dade City, Florida 33523

LOCATION:

McMillan Residence 5600 Smith Road Perry, Florida 32348

PERFORMED BY:

ACM Engineering & Environmental Services 5404 Hoover Blvd., Suite 9 Tampa, Florida 33634

<u>DATE</u>: September 5th, 2023



ACM ENGINEERING & ENVIRONMENTAL SERVICES

SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA

NESHAP PRE-DEMOLITION SUSPECT ASBESTOS CONTAINING BUILDING MATERIAL SAMPLING AND ANALYSIS REPORT

FOR:

Guardian CRM, Inc. 15000 Citrus County Drive, Suite 331 Dade City, Florida 33523

DATE: September 5th, 2023

STRUCTURE: McMillan Residence LOCATION: 5600 Smith Road CITY, STATE: Perry, Florida 32348

PROJECT REVIEW:

ACM Engineering and Environmental Services, Inc. (ACM- Asbestos Business License #ZA512) provided a NESHAP Pre-Demolition Suspect Asbestos Containing Building Material Survey at the McMillan Residence scheduled for demolition located at 5600 Smith Road in Perry, Florida. The site survey was performed by Joshua Baker on August 31st, 2023 under the direction of Mr. Patrick T. Griffin P.E., State of Florida Licensed Asbestos Consultant #AX56.

The assessment/survey conformed to the current United States Environmental Protection agency (US EPA) and the Asbestos Hazardous Emergency Response Act (AHERA) regulations. AHERA is the current standard with respect to training rules, assessment/survey procedures, and regulations that is enforced by Federal, State and local authorities.

Analysis of the bulk sample was performed by ACM Engineering & Environmental Service's National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory (NVLAP Lab Code: 101977-0) by Microscopists trained at the McCrone Research Institute. The bulk samples were analyzed pursuant to US EPA Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116) and in accordance with 40 CFR Part 763, Subpart F, Appendix A; and the EPA 40 CFR 61 Part 763, Subpart E. The bulk sample analysis utilizes the Polarized Light Microscopy (PLM) method for asbestos identification, which is the current US EPA approved method for asbestos bulk sampling analysis.

NESHAP Pre-Demolition Suspect Asbestos Containing Building Material Sampling and Analysis Report Guardian CRM, Inc. McMillan Residence 3600 Smith Road Perry, Florida 32348

EXECUTIVE SUMMARY:

The NESHAP Pre-Demolition Asbestos Containing Building Material Survey performed at the building scheduled for demolition located at 5600 Smith Road in Perry, Florida was intended to identify asbestos containing building materials (friable, non-friable, or both) that might be disturbed by the planned demolition activities. A total of twenty-eight (28) suspect asbestos bulk samples from ten (10) homogeneous materials were collected and analyzed for asbestos content.

A summary of the analysis results is as follows:

- A. The following sampled building materials were identified as containing greater than one percent (1%) asbestos content:
 - None
- B. The following sampled building materials were identified to be nondetectable for asbestos content.
 - Surface Texture
 - Drywall Composite
 - Tile Pattern Vinyl Flooring Bathroom
 - Flooring Adhesive
 - Ceiling Texture
 - Tile Pattern Vinyl Flooring Bedroom
 - rlooring Adhesive
 - Vinyl Floor Tile
 - Floor Tile Adhesive
 - Counter Caulk

P.T.S. 9/5/23

LOCAL STATE OF EMERGENCY DECLARATION

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA EXTENDING THE CURRENT LOCAL STATE OF EMERGENCY; WAIVING PROCEDURES AND FORMALITIES DURING THE PERIOD OF SUCH EMERGENCY; AUTHORIZING AND DIRECTING THE TAYLOR COUNTY EMERGENCY MANAGEMENT DIRECTOR JOHN LOUK TO TAKE WHATEVER PRUDENT ACTIONS AS MAY BE NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE COMMUNITY PURSUANT TO THIS DECLARATION.

WHEREAS, **Hurricane IDALIA** made landfall on the east coast of Florida on TUESDAY August 30, 2023, producing storm surge, high winds and causing extensive damage to property thereby threatening the public health, safety and welfare of the citizens of Taylor County and requiring expedient actions to be taken to implement emergency protective measures.

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to declare a Local State of Emergency for a period of up to seven (7) days, but may be extended, as necessary, in 7 day increments or longer for severe weather events.

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to waive the procedures and formalities otherwise required by law pertaining to;

- 1. Performance of public work and taking whatever action is necessary to ensure the health, safety and welfare of the Community.
- 2. Entering into contracts
- 3. Incurring obligations
- 4. Employment of permanent and temporary workers
- 5. Utilization of voluntary workers
- 6. Rental of equipment
- 7. Acquisition and distribution with or without compensation of supplies, materials and facilities.
- 8. Appropriation and expenditure of public funds.

WHEREAS, Section 501.106, Florida Statutes prohibits price gauging in a declared State of Emergency.

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

SECTION I

The current Local State of Emergency is hereby extended for all of Taylor County, for a period of thirty-one (31) days, effective December 1, 2023 – January 15, 2024, but may be extended as necessary, in 31 day increments.

SECTION II

Procedures and formalities otherwise required by law pertaining to actions enumerated by items one through eight herein is hereby waved for the duration of this declaration.

SECTION III

The Taylor County Emergency Management Director is hereby authorized and directed to take whatever prudent actions as may be necessary to protect the health, safety and welfare of the community pursuant to this declaration.

SECTION IV

This Resolution shall become effective immediately upon its adoption. resolved this 28th Day of November, 2023.

AMIE ENGLISH CHAIRMAN

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

ATTEST:

GARY KNOWLES

Clerk of Court