

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

PERRY, FLORIDA

TUESDAY, APRIL 19, 2022

9:00 A.M.

201 E. GREEN STREET

TAYLOR COUNTY ADMINISTRATIVE COMPLEX

OLD POST OFFICE

THE CHAIR CALLED THE REGULAR MEETING TO ORDER AT 9:00 A.M. THE MEMBERS OF THE BOARD ATTENDED THE MEETING AS FOLLOWS:

<u>DISTRICT</u>	<u>OFFICE</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
1	V-CHAIR	JAMIE ENGLISH	IN PERSON	ALL
2		JIM MOODY	IN PERSON	ALL
3		MICHAEL NEWMAN	IN PERSON	ALL
4		PAM FEAGLE	IN PERSON	ALL
5	CHAIR	THOMAS DEMPS	IN PERSON	ALL

A FULL BOARD BEING PRESENT.

COUNTY STAFF ATTENDED THE MEETING AS FOLLOWS:

<u>POSITION</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
COUNTY ADMIN.	LAWANDA PEMBERTON	IN PERSON	ALL
ASST COUNTY ADMN	MARSHA DURDEN	IN PERSON	ALL
COUNTY ATTORNEY	CONRAD BISHOP	IN PERSON	ALL
ENVIRONMENTAL SVCS DIR	GARY WAMBOLT	IN PERSON	PARTIAL

COUNTY CONSTITUTIONAL OFFICERS ATTENDED THE MEETING AS FOLLOWS:

<u>POSITION</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
CLERK OF COURT	GARY KNOWLES	IN PERSON	ALL

THOMAS 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. APPROVAL OF AGENDA:

UPON MOTION OF COMMISSIONER ENGLISH, WITH SECOND BY COMMISSIONER NEWMAN, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AGENDA FOR THIS DATE, AS SUBMITTED.

CONSENT ITEMS:

MOTION: TO APPROVE CONSENT ITEM NOS. FOUR (4) THROUGH TEN (10), AS FOLLOWS:

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

GENERAL REVENUE FUND 067298 THROUGH 067395 INCLUSIVE

ROAD AND BRIDGE FUND 5017247 THROUGH 5017257 INCLUSIVE

AND THAT THE CHAIRMAN AND THE CLERK BE AUTHORIZED TO ISSUE COUNTY WARRANTS COVERING SAME.

6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND AND THE AIRPORT FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
7. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT AND REQUEST TO AWARD DMH STEAM STERILIZER PROJECT BID TO GETINGE, USA, AS AGENDAED BY MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR.

8. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE COUNTY'S GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (FDEO) COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT PROGRAM, REQUESTING FUNDING ASSISTANCE IN THE AMOUNT OF \$56,000, TO BE USED FOR THE DEVELOPMENT OF A COUNTY-WIDE SIDEWALK/TRAIL MASTER PLAN, AS AGENDAED BY MELODY COX, GRANTS WRITER.
9. THE BOARD TO CONSIDER APPROVAL OF LETTER OF RESPONSE TO THE COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG) MONITORING (AUDIT) AND REQUIRED WRITTEN RESPONSE, AS AGENDAED BY THE GRANTS WRITER.
10. THE BOARD TO CONSIDER APPROVAL OF CONTRACT FOR DERELICT VESSEL REMOVAL SERVICES, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: BUDGET RESOLUTIONS; SURGICAL STEAM STERILIZER AGREEMENT; BUREAU OF SMALL CITIES CORRESPONDENCE; CONTRACT WITH SEA TOW

BIDS/PUBLIC HEARINGS:

- 11. THE BOARD TO RE-ADVERTISE THE PUBLIC HEARING, CONTINUED FROM TUESDAY, MARCH 22, 2022, TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE EXCHANGE OF REAL PROPERTY WITH CLARK PROPERTIES OF TAYLOR COUNTY, LLC.**

MOTION TO RE-ADVERTISE THE PUBLIC HEARING AT A LATER DATE.

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

MOTION CARRIED BY UNANIMOUS VOTE.

12. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR AN APPLICATION FOR A SPECIAL EVENTS PERMIT (MUD-BOG), AS REQUESTED BY IRON HORSE MUD RANCH.

ALL PERSONS PRESENT WERE GIVEN THE OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING THE SPECIAL EVENTS PERMIT.

COMMISSIONER FEAGLE ASKED IF THE APPLICATION IS COMPLETE.

COUNTY ADMINISTRATOR – ALL WE NEED IS THE AMBULANCE AGREEMENT AND DEPARTMENT OF TRANSPORTATION (DOT) PERMIT.

NO OTHER PERSONS PRESENT REQUESTED TO SPEAK, AND THE CHAIRMAN CLOSED THE PUBLIC HEARING.

MOTION TO APPROVE THE SPECIAL EVENTS PERMIT, CONTINGENT ON AMBULANCE AGREEMENT AND DOT PERMIT BEING PROVIDED.

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

MOTION CARRIED BY UNANIMOUS VOTE.

13. THE BOARD TO CONTINUE A PUBLIC HEARING FROM MONDAY, APRIL 4, 2022, SET FOR THIS DATE AT 9:10 A.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO STEINHATCHEE MARINA AT DEADMAN'S BAY, LLC.

DISCUSSION:

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER ENGLISH, AND BY UNANIMOUS VOTE, THE COUNTY ATTORNEY WAS AUTHORIZED TO READ THE PROPOSED ORDINANCE BY TITLE.

ALL PERSONS PRESENT WERE GIVEN THE OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING THE PROPOSED ORDINANCE.

THE FOLLOWING PERSONS SPOKE:

1. MIKE WEEKLY – I AM NOT FOR THE TAX EXEMPTION. THE COUNTY NEEDS TAX REVENUE TO FIX ISSUES IN THE COUNTY.
2. JESSE MCINTYRE, ATTORNEY FOR DEADMAN'S BAY – WE SUBMITTED THE APPLICATION AND IT WAS APPROVED UNANIMOUSLY BY THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA). WE SUBMITTED THIS TO THE BOARD AND YOU APPROVED AN ORDINANCE TO BE ADOPTED TODAY.
3. JIM ZURBRICK – WE GAVE DEADMAN'S BAY PROPERTY AND VARIANCE. ALL BUSINESSES WILL BE BRINGING IN TAX REVENUE. WE NEED MORE TAX REVENUE TO HELP WITH OTHER NEEDS IN THE COUNTY.

RICARDO SMITH, GENERAL MANAGER, DEADMAN'S BAY MARINA – I SAW THE VISION AND WANTED TO BE A PART OF GROWTH AND CHANGE.

MOTION BY COMMISSIONER MOODY TO APPROVE A 25% TAX ABATEMENT TO STEINHATCHEE MARINA AT DEADMAN'S BAY LLC FOR TEN (10) YEARS FOR REAL PROPERTY AND TANGIBLE PROPERTY.

CHAIRMAN DEMPS PASSED THE GAVEL TO THE VICE-CHAIR AND SECONDED THE MOTION.

AS THERE WERE MORE PEOPLE WISHING TO SPEAK, COMMISSIONER MOODY WITHDREW THE FIRST MOTION AND CHAIRMAN DEMPS WITHDREW HIS SECOND.

BARBARA LEWIS, STEINHATCHEE RIVER INN & MARINA – THIS EXEMPTION IS TO ATTRACT DIVERSE BUSINESS WITHOUT DAMAGING CURRENT BUSINESS. JULY BUSINESS WILL SUPPORT FOUR (4) MARINAS, HOWEVER THE REST OF THE YEAR, ALL WILL COMPETE FOR BUSINESS. THIS EXEMPTION WILL GIVE THEM AN UNFAIR ADVANTAGE OVER THE OTHER MARINAS.

JESSE JAMES MESSICK – I AM PROBABLY MORE AGAINST THE STATUTE. THE BOARD SHOULD CONSIDER THE PURPOSE OF THE STATUTE. THIS BOARD NEEDS TO FIND A WAY TO HELP NEW BUSINESS WITHIN TWO (2) TO THREE (3) YEARS. TEN (10) YEARS IS EXCESSIVE.

ZEB CHESTNUT, REPRESENTING JOEY ANDERSON – WE WANT TO VOICE OUR SUPPORT OF NEW BUSINESS, AS WELL AS EXISTING BUSINESSES.

HOWARD HART, STEINHATCHEE ACE HARDWARE – THIS DEVELOPMENT CREATES GROWING PAINS, BUT WE ALSO HAVE LAWS AND REGULATIONS. WE NEED TO WELCOME THEM AND SUPPORT THEM.

STACY GRIFFIS – MY HUSBAND, JODY, IS ONE OF THE OWNERS AT DEADMAN’S BAY. WE MOVED OUR FAMILY HERE AND WE SUPPORT ALL BUSINESS. WE ARE DOING THIS THE RIGHT WAY AND WE CARE ABOUT THIS COMMUNITY.

JOEY MELTON, EMPLOYEE, DEADMAN’S BAY – I HAVE ALWAYS HAD TO LEAVE STEINHATCHEE TO EARN MORE MONEY. THESE PEOPLE ARE HELPING EMPLOYEES AND I CAN WORK IN STEINHATCHEE.

KEVEN REDDISH – THE ONE THING I HEARD WAS “GIVE US A CHANCE”. YOU HOLD THE POWER, GIVE THEM A CHANCE.

JOANN GRIFFIN – WAS THIS APPLICATION APPLIED FOR PROPERLY?

COUNTY ADMINISTRATOR – YES.

JOANN GRIFFIN – IT DOES NOT HAVE TO BE 100%. PLEASE DO THE RIGHT THING. I DON’T THINK THEY DESERVE 100%.

MIKE FARMER – COMPETITION IS THERE, YOU HAVE TO PROVIDE GOOD SERVICES AND BUSINESS.

RENEE, DEADMAN’S BAY – I WILL BE RUNNING THE JOB FAIR. WE WILL NOT BE SHARING EMPLOYEES WITH ANOTHER BUSINESS.

CLAY SPIVEY – EVERYTHING HAS DECREASED. THEY HAVE KEPT EMPLOYEES EMPLOYED.

COMMISSIONER FEAGLE – I HAVE LISTENED TO BOTH SIDES AND I BELIEVE WE SHOULD OFFER INCENTIVES FOR NEW BUSINESSES AND EXPANDING BUSINESSES. I DON'T THINK THE TCDA SHOULD BE IN A POSITION TO RECOMMEND TAX EXEMPTIONS. I HAVE A PROPOSED TAX INCENTIVE MATRIX.

MR. MCINTYRE – WHEN WE ANALYZED THIS WE HAVE DONE EVERYTHING BY THE CURRENT CODE AND STANDARDS. CHANGING FUTURE REQUIREMENTS WOULD TAKE MANY MEETINGS AND APPLICATION CHANGES.

COUNTY ATTORNEY – WE CAN'T CHANGE THE ORDINANCE AFTER THEY HAVE APPLIED. WE WOULD HAVE TO CHANGE IT LATER.

CHAIRMAN DEMPS – I SERVED ON THE ECONOMIC DEVELOPMENT BOARD AND WE NEVER GAVE 100% TAX EXEMPTIONS. IF YOU BUILD A BUSINESS YOU WILL PAY TAXES AND INSURANCES. I AM NOT FOR GIVING EVERYONE A TAX ABATEMENT. WITH THIS TYPE OF BUSINESS YOU MAY NOT WANT THE TAXES BUT YOU CAN PAY THEM. I AM FOR GIVING INCENTIVES ON TANGIBLE PROPERTY.

COMMISSIONER MOODY – I AGREE WITH YOU ON THE TANGIBLE PROPERTY TAX BUT NOT AT 100%.

COMMISSIONER ENGLISH – I HAVE HEARD FROM BOTH SIDES AND I AGREE WITH COMMISSIONER FEAGLE. WE NEED A MATRIX. WE NEED THESE TAX DOLLARS AND WE DON'T WANT TO HURT CURRENT BUSINESSES.

COMMISSIONER NEWMAN – IT SEEMS THIS BOARD IS NOT FOR A TAX ABATEMENT BUT WILL SUPPORT TANGIBLE PROPERTY INCENTIVES.

COMMISSIONER FEAGLE – I DON'T KNOW WHERE TO START. HOW DO YOU FEEL ABOUT FOLLOWING THE 75% FOR SUPER PUFFT?

JODY GRIFFIS, CO-OWNER – THE DIFFERENCE BETWEEN THESE BUSINESSES IS IT HAS BECOME PERSONAL AND POLITICAL.

COUNTY ATTORNEY – THE TAX EXEMPTION IS FOR TEN (10) YEARS AT 100%. YOU CAN CHANGE THAT.

COMMISSIONER NEWMAN – COULD WE CONSIDER NOT GRANTING REAL PROPERTY EXEMPTIONS AND ONLY GRANT TANGIBLE PROPERTY EXEMPTIONS?

MOTION TO ADOPT THE ORDINANCE GRANTING ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS TO STEINHATCHEE MARINA AT DEADMAN'S BAY AT 50% ANNUALLY, FOR A TERM OF FIVE (5) YEARS.

ROLL CALL VOTE:

COMMISSIONER MOODY	YEA
COMMISSIONER ENGLISH	YEA
CHAIRMAN DEMPS	NAY
COMMISSIONER FEAGLE	YEA
COMMISSIONER NEWMAN	NAY

MOTION CARRIED BY A 3-2 VOTE.

ATTACHMENT: COUNTY ORDINANCE NO. 2022-04

PUBLIC REQUESTS:

- 14. CHARLES SWINDLE, C&L REMOVAL SERVICES, LLC, TO APPEAR TO PROVIDE SIX (6) MONTH REPORT TO THE BOARD REGARDING RESIDENTIAL SOLID WASTE HAULING SERVICES PERMIT.**

DISCUSSION:

MR. SWINDLE – SIX (6) MONTHS REPORT - \$3,000 LOSS OCTOBER – DECEMBER, 2021. \$5 PROFIT JANUARY – MARCH, 2022. IF YOU GIVE ME MORE TIME, I WILL TRY TO GROW TO A POINT I CAN HAUL GARBAGE TO THE LANDFILL.

COUNTY ADMINISTRATOR – THERE ARE THREE (3) RESIDENTIAL HAULERS IN TAYLOR COUNTY, ONE (1) GOES TO AUCILLA, THE OTHER TWO (2) HAUL TO THE ROLL-OFF.

MOTION TO EXTEND THE CONTRACT FOR SIX (6) MONTHS THEN RE-EVALUATE.

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

MOTION CARRIED BY UNANIMOUS VOTE.

GENERAL BUSINESS:

15. THE BOARD TO DISCUSS MOSQUITO CONTROL, AS AGENDAED BY COMMISSIONER FEAGLE.

DISCUSSION:

COMMISSIONER FEAGLE – CAN WE SCHEDULE TO SPRAY AHEAD OR CAN WE SPRAY SEVEN (7) DAYS A WEEK? DOES THE STATE REQUIRE CITIZENS TO CALL IN? (NO) I WANT TO SEE US SPRAY 7 NIGHTS A WEEK.

GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR – THE STATE GOVERNS WHAT WE CAN DO. THE STATE SAYS WE DO MORE SPRAYING THAN ANY OTHER COUNTY. WHEN YOU SPRAY WITH THE TRUCK, THE MOSQUITOES WILL RETURN IN THREE (3) DAYS.

COMMISSIONER FEAGLE – CHANGE THE SALARY FOR TRUCK DRIVERS.

ACTION: NONE

COUNTY ATTORNEY ITEMS:

16. THE COUNTY ATTORNEY TO DISCUSS OPIOD SETTLEMENT AGREEMENT.

DISCUSSION:

COUNTY ATTORNEY – IF IT PLEASES THE BOARD, MY ADVICE IS TO SIGN THE SETTLEMENT AGREEMENT.

MOTION TO AUTHORIZE THE CHAIR TO SIGN THE OPIOD SETTLEMENT AGREEMENT.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: OPIOD SETTLEMENT AGREEMENT

18. THE BOARD TO CONSIDER APPROVAL OF FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH GOVERNMENT SERVICES GROUP (GSG), IN CONNECTION WITH THE AMERICAN RESCUE PLAN ACT (ARPA), TO ALLOW FOR SUBMISSION OF BROADBAND EXPANSION GRANTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MOTION TO APPROVE THE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH GSG, AS LISTED.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: FIRST AMENDMENT TO GSG PROFESSIONAL SERVICES AGREEMENT

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

COUNTY ADMINISTRATOR – ADVISED OF THE SHERIFF’S EVENT BEING HELD AT THE PERRY-FOLEY AIRPORT, SATURDAY, MAY 14, 2022 AND STATED THERE IS AN ADDITIONAL \$300,000 INSURANCE FOR THESE TYPE EVENTS.

JIM ZURBRICK, STEINHATCHEE – GOOD DECISION BY THE BOARD ON THE TAX ABATEMENT. WE WOULD LIKE TO SEE A BIKE TRAIL FROM TAYLOR COUNTY. ALL SHOULD PAY \$140 PER YEAR FOR SOLID WASTE, EVEN R.V.’S.

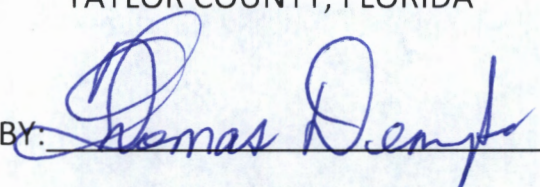
BOARD INFORMATIONAL ITEMS:

CHAIRMAN DEMPS – GRAMBLING LANE HAS EXTRA WATER.

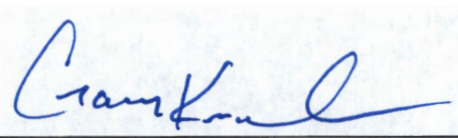
THE HOUR BEING APPROXIMATELY 12:12 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER ENGLISH MADE A MOTION, WITH A SECOND BY COMMISSIONER MOODY, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY: 
THOMAS DEMPS, Chair

ATTEST:

BY: 
GARY KNOWLES, Clerk

(12)

R E S O L U T I O N

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

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 2,200	001-3347100	State Aid Library Grant
<u>\$ (5,920)</u>	001-3899010	Cash Carry Forward
\$ (3,720)		
 \$ (3,720)	0431-56200	Capital Outlay / Buildings

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 19th day of April, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Feagle,
seconded by Commissioner Moody, and carried
unanimously.



Gary Knowles
Gary Knowles, Clerk-Auditor

Thomas Demp
Chairman

The actual balance of **designated funds** at FYE '21 was less than projected/budgeted in the FY '22 budget and the amount of the FY '22 grant was more than budgeted

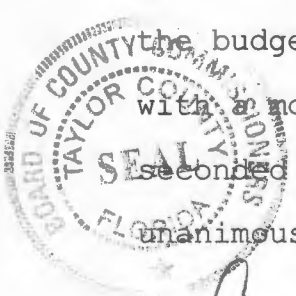
RESOLUTION

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 **GENERAL FUND** for the fiscal period ending September 30, 2022 to be in excess of the advertised budget.

BE IT RESOLVED that the listed appropriations be transferred from the **GENERAL FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$16,879	001-3899010	General Fund-Cash Brought Forward
\$16,879	0453-59922	KB Boat Ramp Op - Sinking Fund

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 19th day of April, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner Feagle, seconded by Commissioner Moody, and carried unanimously.


Gary Knowles
Gary Knowles, Clerk-Auditor

Thomas Dempsey
Chairman

Actual balance of carry forward / designated funds at FYE'21 were more than projected / budgeted in the FY'22 budget


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 **GENERAL FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$3,950	001-3899010	Cash Brought Forward
Expenditures:		
\$3,950	0187-59928	Special Law Enforcement Trust- Reserve-SLET FDS

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 19th day of April, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with motion by Commissioner Feagle, seconded by Commissioner Mosby, and carried unanimously.


Gary Knowles
Gary Knowles, Clerk-Auditor

Thomas Dempsey
Chairman

Actual balance of carry forward / designated funds at FYE'21 were more than projected / budgeted in the FY'22 budget

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, 2022, to be in excess of the advertised budget.

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$ 2,915	003-3899010	Cash Carry Forward
Expenditures:		
\$ 2,915	0553-54610	R&M Bldg & Grounds

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 19th day of April, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

With a motion by Commissioner Feagle,
seconded by Commissioner Moody, and carried
unanimously.


Gary Knowles
Gary Knowles, Clerk-Auditor

Thomas Dempsey
Chairman

Actual balance of carry forward / designated funds at FYE'21
was more than projected / budgeted in the FY'22 budget -
CARES Act (2)

TAYLOR COUNTY SURGICAL STEAM STERILIZER WITH GENERATOR

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

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

1. SCOPE OF WORK.

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

SURGICAL STEAM STERILIZER WITH GENERATOR PROJECT IN TAYLOR COUNTY

De-installation of existing Sterilizer

Removal and scrap of existing unit

Trade in offer if available

Installation of New Sterilizer:

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

Steam Sterilizer:

- Current Chamber Height x Width x Depth 21 x 21 x 38"
- Chamber volume range from: 90-100 liters
- Selectable Temperature range from 106°C to 138°C (221°F to 280°F)
- Power Single Door
- Automatic Steam Boiler Blowdown
- Built in Printer

Electrical Requirements:

Pull separate circuit for 480v

3ph Door Construction:

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

Cycle Safeguards:

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

Steam Source:

Steam Boiler with automatic feed water pump

Interior Equipment:

Rack with at least 2 shelves

Start up and instructional training**onsite Shipping/Freight Included****Extended Warranty**

Cost of extended 3-5 year warranty

Nearest Service Rep Location:

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

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

2. **TERM OF CONTRACT.** This contract is for the period of _____ 202__ through _____, 20__.

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

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

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

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

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

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

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

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

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

9. **E-VERIFY REQUIREMENTS.** The **CONTRACTOR** shall provide E-Verify certification pursuant to F.S.448.095. The **CONTRACTOR** shall insure that all employees have been confirmed for eligibility for employment in the United States.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in _____ original counterparts this _____ instrument to be executed in _____ original counterparts this _____ day _____ 2022.

BOARD OF COUNTY
COMMISSIONERS TAYLOR COUNTY,
FLORIDA

BY:

Thomas Demps

THOMAS DEMPS, Chairperson

BY:

CONTRACTOR



ATTEST:

Gary Knowles

GARY KNOWLES, Clerk

WITNESS:

FOR THE CONTRACTOR

WITNESS:

FOR THE CONTRACTOR

JAMIE ENGLISH

District 1

JIM MOODY

District 2

**MICHAEL
NEWMAN**

District 3

PAM FEAGLE

District 4

THOMAS DEMPS

District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk

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

(850) 838-3549 Fax

**LAWANDA PEMBERTON,
County Administrator**

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

(850) 838-3501 Fax

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

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

(850) 584-2433 Fax

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

THIS BID IS SUBMITTED TO:

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

BID FORM

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

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

SUBMITTED on _____, 2021

IF BIDDER IS:

AN INDIVIDUAL:

By _____ (seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.: _____

A PARTNERSHIP:

By: _____ (seal)
Firm Name

General Partner: _____

Business Address: _____

Telephone No.: _____

A CORPORATION:

By: _____ (seal)

State of Incorporation: _____

By: _____ (seal)

Name of Person Authorized to Sign

(Corporate Seal) _____

Title

Attest: _____ As Secretary

Business Address: _____

Telephone No.: _____

Date of Qualification To Do Business Is: _____

BID CHECK-LIST

Check Items Included

With Bid:

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

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

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

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

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

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

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

Whose business address is _____
_____ and

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

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

_____, _____

NOTARY PUBLIC

My commission expires: _____

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

SURGICAL STEAM STERILIZER WITH GENERATOR PROJECT

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

DONE AND EXECUTED this _____ day of _____, 2021,

WITNESS:

STATE OF FLORIDA
COUNTY OF TAYLOR

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

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

NOTARY PUBLIC
My Commission Expires:

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



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

April 19, 2022

Ms. Kate Doyle, Bureau Chief
Bureau of Small Cities and Rural Communities
Florida Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399

Re: Monitoring Report-Procurement of Administrative Services
Small Cities Community Development Block Grant (CDBG) Program
Contract Number: 22DB-OP-03-72-01-H05

Dear Ms. Doyle:

Taylor County is responding in reference to the desk monitoring and the one finding resulting from the monitoring. Taylor County staff understands and will comply with all requirements of 2 CFR 200.321(b)(1) and will ensure qualified small and minority businesses and women's business enterprises are on County solicitation lists when procuring for administrative and/or professional services. In addition, the County will comply with all affirmative steps outlined in 2 CFR 200 (b) (1 -6) as well as all CDBG program requirements.

Taylor County takes a great deal of pride in our fair and open competitive bid process. Additional points are awarded to M/WBE qualified firms and our advertised solicitations encourage M/WBE's to submit a bid or RFP/RFQ. Taylor County did award the CDBG professional services contract to Guardian Community Resource Management, Inc. who is a designated and qualified woman owned corporation.

We are honored to have been awarded a CDBG grant and will comply with all affirmative steps of 2 CFR 200. If you should need any additional information, please do not hesitate to contact our County Administrator, LaWanda Pemberton at 850-838-3500, or at LPemberton@taylorcountygov.com.

Respectfully,

A handwritten signature in cursive script that reads "Thomas Demps".

Thomas Demps
Chairman
Taylor County Board of County Commissioners

Ron DeSantis



Dane Eagle

April 4, 2022

Certified Mail Return Receipt Requested

The Honorable Thomas Demps
Chairman, Taylor County Board of County Commissioners
401 Industrial Park Drive
Perry, Florida 32347

RE: Monitoring Report – Procurement of Administrative Services
Small Cities Community Development Block Grant (CDBG) Program
Contract Number: 22DB-OP-03-72-01-H05

Dear Chairman Demps:

Sharicka Green, grant manager for the subgrant agreement referenced above, has conducted a desk monitoring for procurement of professional services. This letter, which contains one finding, is a summary of the review. The County's request for approval of the procurement cannot be granted until the action listed below is completed.

Procurement of administrative services that will be reimbursed with CDBG funds must comply with applicable federal regulations and state laws. The principal federal procurement regulations are found in title 2 Code of Federal Regulation part 200. Professional services procurement is also subject to rule 73C-23.0051(4), Florida Administrative Code, and, in some cases, to section 287.055, Florida Statutes (the Consultants Competitive Negotiation Act), and must be undertaken consistent with the County's CDBG Procurement Policy and the terms and conditions of the Subgrant Agreement.

The procurement documentation submitted for DEO's review and the proposed contract with Guardian Community Resource Management, Inc. for administrative services was reviewed. The following finding was identified:

Finding: The county failed to solicit Minority/Women Business Enterprise (M/WBE) participation in the procurement of professional services as required by 2 CFR Part 200.321(b)(1).

Action Required: The county must submit a written response confirming that staff understand and will comply with program requirements to solicit M/WBE participation on all future requests for proposals and bids.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTY equipment via the Florida Relay Service at 711.

If there are any questions related to this letter, please contact Sharicka Green, Government Operations Consultant III at (850) 717-8434 or Sharicka.Green @deo.myflorida.com.

Sincerely,



Kate Doyle, Bureau Chief
Bureau of Small Cities and Rural Communities

KD/sg

cc: LaWanda Pemberton, County Administrator
Jamie Evans, Grants Coordinator
Corbett Alday, Guardian Community Resource Management, Inc.



§ 200.321

offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

2 CFR Ch. II (1-1-14 Edition)

(4) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

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

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

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

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§ 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition,

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Letter of Response to the Community Development Block Grants (CDBG) monitoring (audit) and required written response.

MEETING DATE REQUESTED:

April 19, 2022

Statement of Issue:

FDEO CDBG program staff recently completed a monitoring (audit) of the County's CDBG program and had one finding which was the procurement of administrative services. Though the County did advertise that women owned and minority owned businesses (W/MBE) are encouraged to submit a RFQ/RFP and additional points were awarded to W/MBE's in the ranking process, the County did not send solicitations to registered businesses in the area as required by 2 CFR 200.321 (b) (1).

Recommended Action:

Approve Letter of Response

Fiscal Impact:

Not applicable at this time, however the County must comply with all requirements of the CDBG Program and 2 CFR 200 or the County could potentially lose funding assistance from the program.

Budgeted Expense: Y/N **Not Applicable.**

Submitted By:

Melody Cox, Grant Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The County has been awarded a CDBG Housing Rehabilitation Grant in the amount of \$750,000. FDEO recently completed a monitoring (audit) and indicated the County failed to solicit W/MBE businesses as solicitations were not specifically sent to registered W/MBE qualified firms in the area. The professional services contract was awarded to Guardian Community Resource Management, Inc. which is a designated and qualified women owned corporation.

Attachments:

Letter of Response, Letter from DEO in reference to the monitoring, and 2 CFR 200.321 requirements



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

CONTRACT

This contract made this 19th day of April, 2022 between, TAYLOR COUNTY, Florida, hereinafter called the **COUNTY**, and SEA TOW HORSESHOE BEACH, hereinafter called the **CONTRACTOR**.

WITNESSETH, that the County and the Contractor for the consideration stated herein agree as follows:

1. SCOPE OF WORK – See Attachment A – Scope of Services

2. THE CONTRACT PRICE. The County shall pay to the Contractor for the performance of this contract the sum as specified in the agreed upon proposal for said work not to exceed \$10,350. The itemized cost of this contract includes \$6,350 for the removal of a derelict vessel in Steinhatchee river, and \$4,000 for the removal of a derelict vessel in Spring Creek, Taylor County, Florida.

3. DURATION OF CONTRACT. The contract shall take effect upon final execution and sixty (60) days from that date or May 29, 2022, whichever comes first.

4. ASSIGNMENTS. This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

5. TERMINATION OF THIS CONTRACT. The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken.

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

If the contract is terminated for cause before the performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.

6. DEFAULT OF CONTRACT. If the Contractor fails to begin the work under the Contract the County shall have full power or authority, without violating the contract, to take the work out of the hands of the Contractor and to declare the contract in default.

7. PRESERVATION OF PROPERTY. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

8. HOLD HARMLESS AND INSURANCE. To the extent allowed by law, the Contractor shall indemnify, defend, and save and hold harmless, the County, all of its officers, agents, or employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents, or employees or due to

any negligent act or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

9. GENERAL LIABILITY INSURANCE. The Contractor shall maintain general liability insurance, of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence. The Contractor must provide Worker's Compensation Insurance on all employees working unless otherwise exempt. Certificates of such insurance shall be filed with the County **prior to beginning work under this contract** and shall be subject to approval for adequacy of protection.

10. WORKER'S COMPENSATION INSURANCE. The Contractor shall provide Worker's Compensation Insurance (including Long Shoreman's) in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law of all of its employees. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance. Worker's Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Worker's Compensation Hold Harmless Agreement.

11. PERMITS, RULES, & REGULATIONS. It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules, and regulations.

12. ACCESS TO RECORDS. The Contractor agrees to provide access to those records, books, and documentations that pertain to this project during the project period and for a three (3) year period thereafter.

13. REQUIREMENT TO USE E-VERIFY. Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Purchase Order term; and 2.) include in all subcontracts under this Purchase Order, the requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

14. AUTHORIZED PERSONNEL. The Contractor is to contact the following for any questions regarding this project: Victor Blanco, University of Florida / Taylor County Marine and Natural Resources Agent, 203 Forest Park Dr., Perry, FL. 32348-6340. Phone: 850-838-3508 or victorblanco@ufl.edu.

15. LITIGATION. If any litigation arises out of this Contract, venue of all such cases shall be Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the 19th day of 2022



ATTEST:

Gary Knowles
GARY KNOWLES, Clerk

Witness:

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Thomas Demps
Thomas Demps, Chairperson

By: Sammy Royal
Sammy Royal, Sea Tow Horseshoe Beach, Contractor

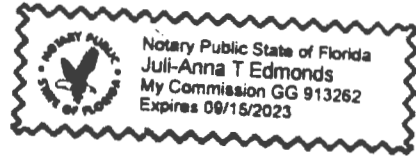
STATE OF FLORIDA COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this 5th day of April,
Sammy Royal who is personally known to me and who did/did not take an oath.

NOTARY PUBLIC

My Commission Expires:

9/15/23



SCOPE OF WORK

I. SUMMARY

1. The work shall consist of the removal of two (2) derelict vessels from Taylor County waters. The first vessel is a partially submerged white Cabin cruiser, case Number FWNC20OFF2838, located on Steinhatchee river, up the landings, with Registration number FL-2065-HK. The second vessel is a partially submerged 22' blue commercial trawler, Derelict vessel Number 21-0753, with unknown registration number, located about 225 yards west of Spring Creek boat ramp. Derelict vessels will be removed by a specialized and insured marine contractor, who will haul and transport the vessel to a landfill. The contract period will be sixty days from the start date of the contract.

II. GENERAL

1. All work is to be done in accordance with current state and federal regulations (Florida Fish and Wildlife Conservation Commission, U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and United State Coast Guard).
2. Remove and dispose the two forementioned derelict vessels, one from Steinhatchee river and one from Spring Creek.
3. Submit written report with pictures to the Taylor County Board of Commissioners (LaWanda Pemberton, County Administrator) as part of the payment process. This brief report will detail the condition of each derelict vessels removed. A copy of the receipt of disposal in the landfill must be provided.

III. JOB SITE CONDITIONS

1. The derelict vessels are located either at the edge of salt marsh or in the water. Access to a boat or barge will be necessary to perform the required duties. Contractor shall be responsible for transportation to and from derelict vessel, and land transportation from the retrieval ramp to the landfill.

IV. OTHER ASPECTS

- I The removal of the vessels will be demonstrated in two ways. First, a representative of Taylor County Board of County Commissioner, in the person of the County Marine Extension Agent (Victor Blanco, 850-838-3508, victorblancomar@ufl.edu), will be directly coordinating the removal process with the contractor. The agent and the contractor will be in the water and the closest boat ramp to register the removal using video and pictures. Second, the County will require the contractor a prove of proper disposal in the landfill by submitting copy of the receipt. FWC-Law Enforcement Officer(s) will be invited to supervise the activity to verify the removal of the vessels from the water and register the activity. The activities expected from the contractor includes re-floatation of the vessel, transportation by water to the closest boat ramp, hauling of the derelict vessel to a truck or other mean of transportation, transportation of the vessel to its final disposal site by land, and final disposal in a landfill.

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, SEA TOW HORSESHOE BEACH (Contractor), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto, and in Consideration of Taylor County (Owner) having accepted said Worker's Compensation exemption and Owner having agreed for Contractor to proceed with the following project, to-wit:

Taylor County Derelict Vessel Removal Services

Taylor County Derelict Vessel Removal Services Contract: The intent of this contract is to remove two (2) derelict vessels in Taylor County waters. The first vessel is a partially submerged white Cabin cruiser, case Number FWNC20OFF2838, located on Steinhatchee river, up the landings, with Registration number FL-2065-HK. The second vessel is a partially submerged 22' blue commercial trawler, Derelict vessel Number 21-0753, with unknown registration number, located about 225 yards west of Spring Creek boat ramp. These entrances are the Fenholloway River, the Econfinia River, the Spring Warrior Creek and the Aucilla River. The contractor's cost breakdown is \$6,350 for the removal of a derelict vessel in Steinhatchee river, and \$4,000 for the removal of a derelict vessel in Spring Creek, Taylor County, Florida, for a total contract cost of \$10,350.

The term **Contractor** is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term **Owner** is hereby defined to include Taylor County Board of County Commissioners, its directors, employees, attorney(s), and designated representatives.

1. Contractor hereby agrees to indemnify, hold harmless and defend Owner from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result any injury while performing the above project. I will not allow anyone to subcontract, and no other person will be allowed on the job site.

2. Contractor also hereby agrees to indemnify, hold harmless and release Owner, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Contractor hereby agrees that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. Contractor hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, 20____

WITNESS: _____

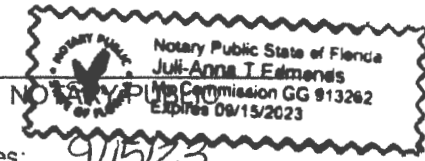
STATE OF _____

COUNTY OF _____

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

Witness my hand and official seal this 5th day of April, 2022.

Juli-Anna T Edmonds



My Commission Expires: 9/15/23

Accepted by Taylor County, Florida this _____ day of _____, 20____

By _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission – Consent Agenda Item

SUBJECT/TITLE:



Sign Contract for Derelict Vessel Removal services

Meeting Date:

April 19, 2022

Statement of Issue: Sign the contract with Sea Tow in the total amount of \$10,350 for the Derelict Vessel Removal services as part of the FWC Grant Agreement 21259.

Recommendation: Approve and sign the Derelict Vessel Removal services contract

Fiscal Impact: \$ 10,350 **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FWC-Law Enforcement has made the due diligence to solve the situation of two (2) derelict vessels, one located in Steinhatchee river (near the Landings), and one located near Spring Creek boat ramp. The BOCC signed the Grant Agreement 21259
Quotes were requested from 6 contractors and the contract was assigned to Sea Tow, as it was stated in the "Derelict Vessel Removal" grant application

Options: 1. Approve and sign the contract for the Derelict Vessel Removal

2. Deny approval

Attachments: 1. Contract.

Exhibit D**Subdivision Settlement Participation Form**

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

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 29, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Allergan Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Allergan Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.
5. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

7. The Governmental Entity has the right to enforce those rights given to them in the Allergan Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Allergan Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Allergan Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Allergan Settlement.
10. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

11. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature:

Thomas Denps

Name:

Thomas Denps

Title:

Chair

Date:

4.19.22

(the "Execution Date of this Subdivision
Settlement Participation Form")

Exhibit D

Subdivision Settlement Participation Form

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

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 29, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Teva Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Teva Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.
5. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

7. The Governmental Entity has the right to enforce those rights given to them in the Teva Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Teva Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Teva Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Teva Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Teva Settlement.
10. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

11. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature:

Thomas Dermps

Name:

Thomas Dermps

Title:

Chair

Date:

4.19.22
(the "Execution Date of this Subdivision Settlement Participation Form")

Exhibit D

Subdivision Settlement Participation Form

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

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 29, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce those rights given to them in the CVS Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature:

Thomas Dempf

Name:

Thomas Dempf

Title:

Chair

Date:

4.19.22

(the "Execution Date of this Subdivision Settlement Participation Form")

Settlement Amount	\$ 122,000,000.00	City/County Fund %
		Regional Fund %
County	Principal Subdivisions	Regional % by County for Abatement Fund
Alachua		1.24106016444867%
	Alachua County	
	Alachua	
	Gainesville	
Baker		0.19317380413017%
	Baker County	
Bay		0.83965637331199%
	Bay County	
	Callaway	
	Lynn Haven	
	Panama City	
	Panama City Beach	
Bradford		0.18948420408137%
	Bradford County	
Brevard		3.87879918044396%
	Brevard County	
	Cape Canaveral	
	Cocoa	
	Cocoa Beach	
	Melbourne	
	Palm Bay	
	Rockledge	
	Satellite Beach	
	Titusville	
	West Melbourne	
Broward		9.05796267257777%
	Broward County	
	Coconut Creek	
	Cooper City	
	Coral Springs	
	Dania Beach	
	Davie	
	Deerfield Beach	
	Fort Lauderdale	
	Hallandale Beach	
	Hollywood	
	Lauderdale Lakes	
	Lauderhill	
	Lighthouse Point	
	Margate	
	Miramar	
	North Lauderdale	
	Oakland Park	

	Parkland	
	Pembroke Pines	
	Plantation	
	Pompano Beach	
	Sunrise	
	Tamarac	
	Weston	
	West Park	
	Wilton Manors	
Calhoun		0.04712774078090%
	Calhoun County	
Charlotte		0.73734623337592%
	Charlotte County	
	Punta Gorda	
Citrus		0.96964577660634%
	Citrus County	
Clay		1.19342946145639%
	Clay County	
Collier		1.55133337642709%
	Collier County	
	Marco Island	
	Naples	
Columbia		0.44678115079207%
	Columbia County	
	Lake City	
DeSoto		0.11364040780249%
	DeSoto County	
Dixie		0.10374458089993%
	Dixie County	
Duval		5.43497515693510%
	Jacksonville	
	Atlantic Beach	
	Jacksonville Beach	
Escambia		1.34163444924367%
	Escambia County	
	Pensacola	
Flagler		0.38986471224388%
	Flagler County	
	Palm Coast	
Franklin		0.04991128255001%
	Franklin County	
Gadsden		0.12365607407671%
	Gadsden County	
Gilchrist		0.06433376935497%
	Gilchrist County	
Glades		0.04061283675771%
	Glades County	

Gulf		0.05991423858784%
	Gulf County	
Hamilton		0.04794119590977%
	Hamilton County	
Hardee		0.06711004813185%
	Hardee County	
Hendry		0.14446091529681%
	Hendry County	
Hernando		1.51007594910967%
	Hernando County	
Highlands		0.35718851023682%
	Highlands County	
	Avon Park	
	Sebring	
Hillsborough		8.71098411365711%
	Hillsborough County	
	Plant City	
	Tampa	
	Temple Terrace	
Holmes		0.08161242785125%
	Holmes County	
Indian River		0.75307605878085%
	Indian River County	
	Sebastian	
	Vero Beach	
Jackson		0.15893605879538%
	Jackson County	
Jefferson		0.04082164778410%
	Jefferson County	
Lafayette		0.03191177207568%
	Lafayette County	
Lake		1.13921122451870%
	Lake County	
	Clermont	
	Eustis	
	Fruitland Park	
	Groveland	
	Lady Lake	
	Leesburg	
	Minneola	
	Mount Dora	
	Tavares	
Lee		3.32537188335925%
	Lee County	
	Bonita Springs	
	Cape Coral	
	Estero	

	Fort Myers	
Leon		0.89719924493933%
	Leon County	
	Tallahassee	
Levy		0.25119240174806%
	Levy County	
Liberty		0.01939945222513%
	Liberty County	
Madison		0.06354028745471%
	Madison County	
Manatee		2.72132334623483%
	Manatee County	
	Bradenton	
	Palmetto	
Marion		1.70117616896044%
	Marion County	
	Ocala	
Martin		0.86948729811605%
	Martin County	
	Stuart	
Miami-Dade		5.23211978417292%
	Miami-Dade County	
	Aventura	
	Coral Gables	
	Cutler Bay	
	Doral	
	Florida City	
	Hialeah	
	Hialeah Gardens	
	Homestead	
	Key Biscayne	
	Miami	
	Miami Beach	
	Miami Gardens	
	Miami Lakes	
	Miami Shores	
	Miami Springs	
	North Bay Village	
	North Miami	
	North Miami Beach	
	Opa-locka	
	Palmetto Bay	
	Pinecrest	
	South Miami	
	Sunny Isles Beach	
	Sweetwater	
Monroe		0.47638873858530%

	Monroe County	
	Key West	
Nassau		0.47693346300195%
	Nassau County	
	Fernandina Beach	
Okaloosa		0.81921286595494%
	Okaloosa County	
	Crestview	
	Destin	
	Fort Walton Beach	
	Niceville	
Okeechobee		0.35349527869191%
	Okeechobee County	
Orange		4.67102821454589%
	Orange County	
	Apopka	
	Eatonville	
	Maitland	
	Ocoee	
	Orlando	
	Winter Garden	
	Winter Park	
Osceola		1.07345209294015%
	Osceola County	
	Kissimmee	
	St. Cloud	
Palm Beach		8.60159437205259%
	Palm Beach County	
	Belle Glade	
	Boca Raton	
	Boynton Beach	
	Delray Beach	
	Greenacres	
	Jupiter	
	Lake Worth	
	Lantana	
	North Palm Beach	
	Palm Beach Gardens	
	Palm Springs	
	Riviera Beach	
	Royal Palm Beach	
	Wellington	
	West Palm Beach	
Pasco		4.69208726049375%
	Pasco County	
	New Port Richey	
	Zephyrhills	

Pinellas		7.93488981677650%
	Pinellas County	
	Clearwater	
	Dunedin	
	Gulfport	
	Largo	
	Oldsmar	
	Pinellas Park	
	Safety Harbor	
	Seminole	
	St. Petersburg	
	Tarpon Springs	
Polk		2.15048302529773%
	Polk County	
	Auburndale	
	Bartow	
	Haines City	
	Lakeland	
	Lake Wales	
	Winter Haven	
Putnam		0.38489319406788%
	Putnam County	
	Palatka	
Santa Rosa		0.70126731951283%
	Santa Rosa County	
	Milton	
Sarasota		2.80504385757853%
	Sarasota County	
	North Port	
	Sarasota	
	Venice	
Seminole		2.14114826454432%
	Seminole County	
	Altamonte Springs	
	Casselberry	
	Lake Mary	
	Longwood	
	Oviedo	
	Sanford	
	Winter Springs	
St. Johns		0.71033334955402%
	St. Johns County	
	St. Augustine	
St. Lucie		1.50662784355224%
	St. Lucie County	
	Fort Pierce	
	Port St. Lucie	

Sumter		0.32639887045945%
	Sumter County	
	Wildwood	
Suwannee		0.19101487969217%
	Suwannee County	
Taylor		0.09218189728241%
	Taylor County	
Union		0.06515630322411%
	Union County	
Volusia		3.13032967447995%
	Volusia County	
	Daytona Beach	
	Daytona Beach Shores	
	DeBary	
	DeLand	
	Deltona	
	Edgewater	
	Holly Hill	
	New Smyrna Beach	
	Orange City	
	Ormond Beach	
	Port Orange	
	South Daytona	
Wakulla		0.11512932120801%
	Wakulla County	
Walton		0.26855821615101%
	Walton County	
Washington		0.12012444410873%
	Washington County	

100.00%

15.000000000000000%	\$ 18,300,000.00		
Varies per allocation agreement		\$45,805,454.17	
City/County Fund % (Principal Subdivisions Only)	City/County Fund Amount	Regional Fund Amount	Litigating
		\$ 568,473.24	
0.846347404896564%	\$ 154,881.58		Y
0.013113332456932%	\$ 2,399.74		
0.381597611347118%	\$ 69,832.36		
		\$ 88,484.14	
0.193173804130173%	\$ 35,350.81		
		\$ 384,608.42	
0.539446037057239%	\$ 98,718.62		Y
0.024953825526948%	\$ 4,566.55		
0.039205632014689%	\$ 7,174.63		Y
0.155153855595736%	\$ 28,393.16		Y
0.080897023117378%	\$ 14,804.16		
		\$ 86,794.10	
0.189484204081366%	\$ 34,675.61		Y
		\$ 1,776,701.58	
2.387076812679440%	\$ 436,835.06		Y
0.045560750208993%	\$ 8,337.62		
0.149245411423089%	\$ 27,311.91		
0.084363286155357%	\$ 15,438.48		
0.383104682233196%	\$ 70,108.16		
0.404817397481049%	\$ 74,081.58		Y
0.096603243797586%	\$ 17,678.39		
0.035975416223927%	\$ 6,583.50		
0.240056418923581%	\$ 43,930.32		
0.051997577065795%	\$ 9,515.56		
		\$ 4,149,040.94	
4.062623697836280%	\$ 743,460.14		Y
0.101131719448042%	\$ 18,507.10		Y
0.073935445072532%	\$ 13,530.19		
0.323406517663960%	\$ 59,183.39		Y
0.017807041180440%	\$ 3,258.69		
0.266922227152987%	\$ 48,846.77		
0.202423224724969%	\$ 37,043.45		Y
0.830581264530524%	\$ 151,996.37		Y
0.154950491813518%	\$ 28,355.94		Y
0.520164608455721%	\$ 95,190.12		
0.062625150434726%	\$ 11,460.40		
0.144382838130419%	\$ 26,422.06		Y
0.029131861802689%	\$ 5,331.13		
0.143683775129045%	\$ 26,294.13		
0.279280208418825%	\$ 51,108.28		Y
0.066069624496039%	\$ 12,090.74		
0.100430840698613%	\$ 18,378.84		

0.045804060448432%	\$	8,392.14		
0.462832363602822%	\$	84,698.32		Y
0.213918725664437%	\$	39,147.13		
0.335472163492860%	\$	61,391.41		Y
0.286071106146452%	\$	52,351.01		
0.134492458472026%	\$	24,612.12		
0.138637811282768%	\$	25,370.72		
0.029553115351569%	\$	5,408.22		
0.031630331127078%	\$	5,788.35		
			\$	21,587.08
0.047127740780902%	\$	8,624.38		Y
			\$	337,744.79
0.690225755587238%	\$	126,311.31		
0.047120477788680%	\$	8,623.05		
			\$	444,150.65
0.969645776606338%	\$	177,445.18		
			\$	546,655.79
1.193429461456390%	\$	218,397.59		Y
			\$	710,595.30
1.354822227370880%	\$	247,932.47		
0.062094952002516%	\$	11,363.38		
0.134416197053695%	\$	24,598.16		
			\$	204,650.14
0.342123248620213%	\$	62,608.55		
0.104659717919908%	\$	19,152.73		
			\$	52,053.50
0.113640407802487%	\$	20,796.19		
			\$	47,520.68
0.103744580899928%	\$	18,985.26		Y
			\$	2,489,515.05
5.295636466902910%	\$	969,101.47		Y
0.038891507601085%	\$	7,117.15		
0.100447182431112%	\$	18,381.83		
			\$	614,541.75
1.010997622822650%	\$	185,012.56		Y
0.330636826421023%	\$	60,506.54		Y
			\$	178,579.30
0.305009358365478%	\$	55,816.71		
0.084857169626457%	\$	15,528.86		
			\$	22,862.09
0.049911282550008%	\$	9,133.76		
			\$	56,641.23
0.123656074076710%	\$	22,629.06		
			\$	29,468.38
0.064333769354966%	\$	11,773.08		Y
			\$	18,602.89
0.040612836757713%	\$	7,432.15		

		\$	27,443.99	
0.059914238587842%	\$	10,964.31		Y
		\$	21,959.68	
0.047941195909773%	\$	8,773.24		Y
		\$	30,740.06	
0.067110048131850%	\$	12,281.14		
		\$	66,170.98	
0.144460915296806%	\$	26,436.35		
		\$	691,697.15	
1.510075949109670%	\$	276,343.90		Y
		\$	163,611.82	
0.293187022776017%	\$	53,653.23		
0.025829016089707%	\$	4,726.71		
0.038172471371100%	\$	6,985.56		
		\$	3,990,105.84	
6.523111204400210%	\$	1,193,729.35		Y
0.104218491142418%	\$	19,071.98		
1.975671881252980%	\$	361,547.95		Y
0.107980721113446%	\$	19,760.47		
		\$	37,382.94	
0.081612427851251%	\$	14,935.07		Y
		\$	344,949.91	
0.654117789755259%	\$	119,703.56		
0.038315915467486%	\$	7,011.81		
0.060642353558104%	\$	11,097.55		
		\$	72,801.38	
0.158936058795375%	\$	29,085.30		Y
		\$	18,698.54	
0.040821647784097%	\$	7,470.36		
		\$	14,617.33	
0.031911772075683%	\$	5,839.85		
		\$	521,820.88	
0.781548804039386%	\$	143,023.43		Y
0.075909163208877%	\$	13,891.38		
0.041929254097962%	\$	7,673.05		
0.008381493024259%	\$	1,533.81		
0.026154034991644%	\$	4,786.19		
0.025048244425835%	\$	4,583.83		
0.091339390184647%	\$	16,715.11		
0.016058475802978%	\$	2,938.70		
0.041021380070204%	\$	7,506.91		
0.031820984672908%	\$	5,823.24		
		\$	1,523,201.69	
2.150386790650790%	\$	393,520.78		Y
0.017374893143227%	\$	3,179.61		
0.714429677167259%	\$	130,740.63		
0.012080171813344%	\$	2,210.67		

0.431100350584635%	\$	78,891.36		
			\$	410,966.19
0.471201146390692%	\$	86,229.81		Y
0.425998098548636%	\$	77,957.65		Y
			\$	115,059.82
0.251192401748057%	\$	45,968.21		Y
			\$	8,886.01
0.019399452225127%	\$	3,550.10		
			\$	29,104.92
0.063540287454706%	\$	11,627.87		
			\$	1,246,514.52
2.288523455470230%	\$	418,799.79		Y
0.379930754632155%	\$	69,527.33		Y
0.052869136132442%	\$	9,675.05		Y
			\$	779,231.47
1.332181664866660%	\$	243,789.24		Y
0.368994504093786%	\$	67,525.99		Y
			\$	398,272.61
0.788263440348682%	\$	144,252.21		
0.081223857767371%	\$	14,863.97		Y
			\$	2,396,596.23
4.322006939062770%	\$	790,927.27		Y
0.024619727884733%	\$	4,505.41		
0.071780152130635%	\$	13,135.77		Y
0.009414653667847%	\$	1,722.88		
0.013977628531358%	\$	2,557.91		
0.003929278792135%	\$	719.06		Y
0.098015895784777%	\$	17,936.91		
0.005452691410713%	\$	997.84		
0.024935668046393%	\$	4,563.23		Y
0.013683477346364%	\$	2,504.08		
0.292793005447970%	\$	53,581.12		Y
0.181409572478489%	\$	33,197.95		
0.040683650931878%	\$	7,445.11		Y
0.007836768607605%	\$	1,434.13		
0.006287935516250%	\$	1,150.69		
0.006169911892641%	\$	1,129.09		
0.005160355973775%	\$	944.35		
0.030379280716828%	\$	5,559.41		Y
0.030391990953217%	\$	5,561.73		
0.007847663095938%	\$	1,436.12		
0.007404620570392%	\$	1,355.05		
0.008296152865650%	\$	1,518.20		
0.007833137111493%	\$	1,433.46		
0.007693324511219%	\$	1,407.88		
0.004116300841853%	\$	753.28		Y
			\$	218,212.03

0.388301353168081%	\$	71,059.15		Y
0.088087385417219%	\$	16,119.99		
			\$ 218,461.54	
0.393774017807404%	\$	72,060.65		
0.083159445194550%	\$	15,218.18		
			\$ 375,244.17	
0.634511342251804%	\$	116,115.58		Y
0.070440130065665%	\$	12,890.54		
0.014678507280787%	\$	2,686.17		
0.077837487643835%	\$	14,244.26		
0.021745398712853%	\$	3,979.41		Y
			\$ 161,920.12	
0.353495278691906%	\$	64,689.64		
			\$ 2,139,585.69	
3.130743665036610%	\$	572,926.09		Y
0.097215150892295%	\$	17,790.37		Y
0.008325204834538%	\$	1,523.51		Y
0.046728276208689%	\$	8,551.27		
0.066599822928250%	\$	12,187.77		Y
1.160248481489900%	\$	212,325.47		Y
0.056264584996256%	\$	10,296.42		
0.104903028159347%	\$	19,197.25		
			\$ 491,699.61	
0.837248691390376%	\$	153,216.51		Y
0.162366006872243%	\$	29,712.98		
0.073837394677534%	\$	13,512.24		
			\$ 3,939,999.37	
5.964262083621730%	\$	1,091,459.96		Y
0.020828445944817%	\$	3,811.61		
0.472069073961229%	\$	86,388.64		
0.306498271771001%	\$	56,089.18		
0.351846579457498%	\$	64,387.92		Y
0.076424835656644%	\$	13,985.74		
0.125466374888059%	\$	22,960.35		
0.117146617297688%	\$	21,437.83		
0.024507151505292%	\$	4,484.81		
0.044349646255964%	\$	8,115.99		
0.233675880256500%	\$	42,762.69		
0.038021764282493%	\$	6,957.98		
0.163617057282493%	\$	29,941.92		
0.049295743959188%	\$	9,021.12		
0.050183644758335%	\$	9,183.61		
0.549265602541466%	\$	100,515.61		
			\$ 2,149,231.88	
4.429535538910390%	\$	810,605.00		Y
0.149879107494464%	\$	27,427.88		Y
0.112672614088898%	\$	20,619.09		

		\$ 3,634,612.32	
4.793536735851510%	\$ 877,217.22		Y
0.633863120195985%	\$ 115,996.95		Y
0.102440873796068%	\$ 18,746.68		
0.047893986460330%	\$ 8,764.60		
0.374192990776726%	\$ 68,477.32		
0.039421706033295%	\$ 7,214.17		
0.251666311990547%	\$ 46,054.94		Y
0.038061710739714%	\$ 6,965.29		
0.095248695748172%	\$ 17,430.51		
1.456593090134460%	\$ 266,556.54		Y
0.101970595049690%	\$ 18,660.62		
		\$ 985,038.52	
1.601687701502640%	\$ 293,108.85		Y
0.028636162583534%	\$ 5,240.42		
0.043971970660417%	\$ 8,046.87		
0.047984773863106%	\$ 8,781.21		
0.294875668467647%	\$ 53,962.25		
0.036293172133642%	\$ 6,641.65		
0.097033576086743%	\$ 17,757.14		
		\$ 176,302.08	
0.337937949352250%	\$ 61,842.64		Y
0.046955244715628%	\$ 8,592.81		Y
		\$ 321,218.68	
0.654635277951081%	\$ 119,798.26		Y
0.046632041561747%	\$ 8,533.66		
		\$ 1,284,863.08	
1.968804722107020%	\$ 360,291.26		Y
0.209611771276754%	\$ 38,358.95		
0.484279979634570%	\$ 88,623.24		Y
0.142347384560186%	\$ 26,049.57		
		\$ 980,762.69	
1.508694164839420%	\$ 276,091.03		Y
0.081305566429869%	\$ 14,878.92		
0.080034542791008%	\$ 14,646.32		
0.079767627826847%	\$ 14,597.48		
0.061710013414747%	\$ 11,292.93		
0.103130858057164%	\$ 18,872.95		Y
0.164243490361646%	\$ 30,056.56		Y
0.062262000823623%	\$ 11,393.95		
		\$ 325,371.42	
0.663822963111989%	\$ 121,479.60		Y
0.046510386442027%	\$ 8,511.40		Y
		\$ 690,117.73	
0.956289133909966%	\$ 175,000.91		Y
0.159535255653695%	\$ 29,194.95		Y
0.390803453988581%	\$ 71,517.03		Y

		\$	149,508.49	
0.312364953738371%	\$	57,162.79		
0.014033916721079%	\$	2,568.21		
		\$	87,495.23	
0.191014879692165%	\$	34,955.72		Y
		\$	42,224.34	
0.092181897282406%	\$	16,869.29		Y
		\$	29,845.14	
0.065156303224115%	\$	11,923.60		Y
		\$	1,433,861.72	
1.744685123866700%	\$	319,277.38		Y
0.447556475211771%	\$	81,902.83		Y
0.039743093439121%	\$	7,272.99		Y
0.035283616214775%	\$	6,456.90		
0.098983689498367%	\$	18,114.02		
0.199329190038370%	\$	36,477.24		Y
0.058042202342606%	\$	10,621.72		
0.031615805142634%	\$	5,785.69		
0.104065968305755%	\$	19,044.07		
0.033562287058147%	\$	6,141.90		
0.114644516477187%	\$	20,979.95		Y
0.177596501561906%	\$	32,500.16		
0.045221205322611%	\$	8,275.48		
		\$	52,735.51	
0.115129321208010%	\$	21,068.67		
		\$	123,014.31	
0.268558216151006%	\$	49,146.15		Y
		\$	55,023.55	
0.120124444108733%	\$	21,982.77		Y

99.986% \$ 18,297,413.52 \$ 45,805,454.17 \$ -

Payments	Payment by year	Regional %	Regional Amount	State %
1	\$11,090,909.00	40%	\$4,436,363.60	45%
2	\$11,090,909.00	40%	\$4,436,363.60	45%
3	\$11,090,909.00	40%	\$4,436,363.60	45%
4	\$11,090,909.00	40%	\$4,436,363.60	45%
5	\$11,090,909.00	40%	\$4,436,363.60	45%
6	\$11,090,909.00	40%	\$4,436,363.60	45%
7	\$11,090,909.00	35%	\$3,881,818.15	50%
8	\$11,090,909.00	35%	\$3,881,818.15	50%
9	\$11,090,909.00	35%	\$3,881,818.15	50%
10	\$11,090,909.00	34%	\$3,770,909.06	51%
11	\$11,090,909.00	34%	\$3,770,909.06	51%
12		34%	\$0.00	51%
13		33%	\$0.00	52%
14		33%	\$0.00	52%
15		33%	\$0.00	52%
16		30%	\$0.00	55%
17		30%	\$0.00	55%
18		30%	\$0.00	55%
Total			\$45,805,454.17	

[illegible]

**FIRST AMENDMENT TO THE TAYLOR COUNTY-GSG CONTRACT
FOR AMERICAN RESCUE ACT (ARPA) SERVICES FOR TAYLOR COUNTY, FL**

THIS AMENDMENT made and entered into this 13th day of April 2022 by and between Government Services Group, Inc., hereinafter called "GSG," and Taylor County hereinafter called "Contractor."

WHEREAS, the parties entered into an Agreement on or about January 3, 2022; and

WHEREAS, the Agreement provided for an initial performance period from the date of contract execution, through December 31, 2024 with the option to extend the performance period, if necessary; and

WHEREAS, the Contractor has determined it to be necessary to amend the scope of services as reflected in Attachment A; and

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and understanding contained herein, the parties hereto do mutually agree as follows:

The Agreement shall be amended to include additional scope of service as reflected in Attachment A.

The Agreement amount shall not change and the total Agreement amount that is not-to-exceed \$239,560.

All other provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

CONTRACTOR:

CONTRACTOR

For: Taylor County, Florida

For: Government Services Group, Inc.

SIGNED: Thomas Dempsey

SIGNED: _____

TYPED NAME: Thomas Dempsey

TYPED NAME: David Jahosky

TITLE: Chairman
TCBCC

TITLE: Vice President

Attachment A
Amended Agreement Between Government Services Group and Taylor County, Florida

GSG proposes the following tasks for this project:

- **Funding Needs Analysis/Strategic Outreach:** Work with County staff to review grant needs identified by County departments; assess the validity of current funding priority areas; identify changes in funding priority areas and identify new priority areas for funding/grant proposals based on funding viability. Assist County staff in providing strategic outreach to relevant agency staff in determining how to competitively structure the County's funding request.
- **Grant Funding Research.** Conduct research to actively assist in identifying grant resources including, but not limited to federal, state, foundation, agencies and organizations that support the County's funding needs and priorities including the following representative areas: broadband, historic preservation; stormwater improvements; water quality and other environmental initiatives; community/economic development; health and human services; housing programs; infrastructure (i.e. stormwater, potable water, sanitary sewer, streets, electric utility) development and maintenance; technology; police and fire; and parks, recreation and trail development. As applicable, when requested by the County, provide summaries of potential grants and financing resources including, but not limited to, name of agency, due dates for applications, eligibility, a brief program summary, and the level of funding available.
- **Grant Proposal Development and Review.** Provide general grant proposal writing services associated with the completion of grant applications on the behalf of the County, including the preparation of funding abstracts, production, and submittal of applications to funding sources. In addition, provide ongoing technical review of grant applications prepared and submitted by staff, when requested. A copy of each grant application package submitted for funding, in its entirety, is to be provided to the County.
- **Technical Assistance and Program Administration.** Provide services for grant application assistance, coordinating with funding agencies, developing and administering agency contract(s), requesting, tracking and managing program funds in compliance with program guidelines, developing required public record systems, preparing for and assisting with agency audits and site visits, managing any bid/contract grant requirements, technical support on any other requirements or criteria required for project implementation, developing appropriate reports, schedules and certifications, coordinating and conducting any required community and public input meetings, and developing any periodic, annual, and closeout agency submissions.

GSG will invoice the City monthly for services rendered in accordance with the signed Agreement.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to review and consider approval of amendment to professional services agreement with Government Services Group, Inc.

MEETING DATE REQUESTED:

April 19, 2022

Statement of Issue: For consulting services related to the American Rescue Plan Act funding.

Recommended Action: Approve

Fiscal Impact: Not to exceed \$239,560

Budgeted Expense: Yes (allowable expenditure with ARPA funding)

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The U.S. Department of Treasury has announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan of 2021 to provide emergency funding for eligible state, local and territorial and Tribal governments.

The purpose of these funds is to "support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery".

Recipients may use these funds to:

- Support public health expenditures, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors

- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet
Within these overall categories, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities.

The services of the Professional Consultant firm are needed, in part, to review and identify eligible uses of funding, provide program management and provide mandated reporting assistance. This amendment will allow for the submission of grant applications for broadband expansion and does not change the original not to exceed amount.

Options: Approve/Not approve

Attachments: Draft amendment
Executed Agreement