TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

PERRY, FLORIDA

TUESDAY, JUNE 21, 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:

DISTRICT	OFFICE	NAME	HOW ATTENDED	PORTION ATTENDED
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	ABSENT
5	CHAIR	THOMAS DEMPS	IN PERSON	ALL

A QUORUM OF THE BOARD BEING PRESENT.

COUNTY STAFF ATTENDED THE MEETING AS FOLLOWS:

POSITION	NAME	HOW ATTENDED	PORTION ATTENDED
COUNTY ADMIN.	LAWANDA PEMBERTON	IN PERSON	ALL
ASST COUNTY ADMN	MARSHA DURDEN	IN PERSON	ALL
COUNTY ATTORNEY	CONRAD BISHOP	IN PERSON	ALL
PUBLIC WORKS DIR	HANK EVANS	IN PERSON	ALL

COUNTY CONSTITUTIONAL OFFICERS ATTENDED THE MEETING AS FOLLOWS:

POSITION	NAME	HOW ATTENDED	PORTION ATTENDED
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. <u>APPROVAL OF AGENDA:</u>

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

 MOVE CONSENT ITEM NO. 13-A., THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ADVERTISE FOR A PUBLIC HEARING ON ADOPTION OF DRAFT SOLID WASTE ASSESSMENT ORDINANCE, AS AGENDAED BY THE COUNTY ADMINISTRATOR, TO COUNTY ADMINISTRATOR ITEMS FOR DISCUSSION.

AWARDS/RECOGNITIONS:

4. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO PAT TOUCHTON IN RECOGNITION OF HIS THIRTY-SEVEN (37) YEARS OF SERVICE TO TAYLOR COUNTY.

MOTION TO READ PROPOSED RESOLUTION, BY TITLE.

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

MOTION CARRIED BY UNANIMOUS VOTE.

THE COUNTY ATTORNEY READ THE RESOLUTION BY TITLE.

MOTION TO ADOPT RESOLUTION TO PAT TOUCHTON IN RECOGNITION OF HIS 37 YEARS OF SERVICE TO TAYLOR COUNTY.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: RESOLUTION

CONSENT ITEMS:

MOTION: TO APPROVE CONSENT ITEM NOS. SEVEN (7) THROUGH THIRTEEN (13), AS FOLLOWS:

5. THE APPROVAL OF MINUTES OF MAY 31 AND JUNE 6, 2022.

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

GENERAL REVENUE FUND067781THROUGH067866INCLUSIVEROAD AND BRIDGE FUND5017321THROUGH5017335INCLUSIVE

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

- 7. THE BOARD TO CONSIDER APPROVAL OF LIGHTING SERVICE AGREEMENT WITH DUKE ENERGY, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
- 8. THE BOARD TO CONSIDER APPROVAL OF REVISED JOB DESCRIPTIONS REMOVING CDL LICENSURE REQUIREMENTS FOR ROAD MAINTENANCE TECHNICIAN POSITIONS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- THE BOARD TO CONSIDER APPROVAL OF REVISED JOB DESCRIPTIONS REMOVING HIGH SCHOOL DIPLOMA/GED REQUIREMENTS FOR HEAVY EQUIPMENT OPERATOR AND ROAD MAINTENANCE TECHNICIAN POSITIONS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 10. THE BOARD TO CONSIDER APPROVAL OF THE COMMUNITY TRANSPORTATION COORDINATOR (CTC) ANNUAL EVALUATION 2021-2022, AS REQUIRED BY THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.

DOCUMENTATION ON FILE WITH THE GRANTS COORDINATOR

11. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT FOR THE UPCOMING FY 2022-2023 GRANT CYCLE, AS AGENDAED BY THE GRANTS COORDINATOR.

- 12. THE BOARD TO CONSIDER APPROVAL OF NOTICE OF SITE DEDICATION AND LIMITATION OF USE REQUIRED FOR THE FINANCIAL ASSISTANCE RECEIVED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) – FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) FOR IMPROVEMENTS AT THE TAYLOR COUNTY SPORTS COMPLEX, AS AGENDAED BY MELODY COX, GRANTS WRITER.
- 13. THE BOARD TO CONSIDER APPROVAL OF DRAFT LETTER OF SUPPORT FOR GRANT APPLICATION FOR INFRASTRUCTURE IMPROVEMENTS (GAS MODERNIZATION PROJECT), AS REQUESTED BY THE CITY OF PERRY.
- 13-A. MOVED TO COUNTY ADMINISTRATOR ITEMS FOR DISCUSSION.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: LIGHTING SERVICE AGREEMENT W/DUKE ENERGY; TPD PLANNING GRANT AGREEMENT FOR FY 2022-2023; NOTICE OF SITE DEDICATION AND LIMITATION OF USE FOR FDEP/FRDAP FUNDING ASSISTANCE FOR IMPROVEMENTS AT THE SPORTS COMPLEX; LETTER OF SUPPORT AS REQUESTED BY CITY OF PERRY

BIDS/PUBLIC HEARINGS:

14. THE BOARD TO RECEIVE SEALED PROPOSALS FOR <u>TAYLOR COUNTY CLOSED LANDFILL</u> <u>MOWING AND FERTILIZING SERVICES</u>, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE.

THE FOLLOWING PROPOSAL WAS RECEIVED:

T&N LAWN MASTERS LLC
 % AMAZING MAIL SOLUTIONS, INC.
 2671 CRAWFORDVILLE, FL 32327
 850.926.2995

MOTION TO REJECT THE PROPOSAL RECEIVED AND TO RE-ADVERTISE THE PROJECT.

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

MOTION CARRIED BY UNANIMOUS VOTE.

PUBLIC REQUESTS:

15. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR MONTHLY DONATION OF \$15,000 TO THE TAYLOR COUNTY SENIOR CITIZENS CENTER, FOR THE REMAINDER OF FY 2021/2022 UNTIL SEPTEMBER 30, 2022 (\$62,000), AS REQUESTED BY DIANE LANDRY, BOARD PRESIDENT.

DISCUSSION:

- MS. LANDRY STATED THAT SHE IS REQUESTING FUNDING DUE TO CUTS FROM FEDERAL AND STATED FUNDING, INCREASED FOOD PRICES AND INCREASED WAGE RATES.
- COUNTY ADMINISTRATOR WE CAN REACH OUT TO OUR REPRESENTATIVES FOR INFORMATION AS TH THE FUNDING CUTS.

NO ACTION BY THE BOARD THIS DATE.

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

16. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR FUNDING TO ENHANCE SCHOOL SECURITY, AS REQUESTED BY MIKE ANDERSON.

DISCUSSION:

- MIKE ANDERSON I BRING UP PROTECTION FOR OUR CHILDREN AND SCHOOLS. THERE IS AN ASSESSMENT FOR PROTECTION DONE BY LOCAL LAW ENFORCEMENT. THE RISK IS HERE ALREADY AND WE STILL HAVE ACTIONS THAT NEED TO BE TAKEN. THE TAYLOR COUNTY SHERIFF'S OFFICE IS RESPONSIBLE FOR SCHOOL PROTECTION, AND THE COUNTY BUDGETS \$500,000 FOR SCHOOL RESOURCE OFFICERS (SROS). AT THE MINIMUM, LET'S PUT A SHIELD AND BREACH TOOL AT ALL THE SCHOOLS, EVEN THE PRIVATE SCHOOL IE: POINT OF GRACE. THEY HAVE THEIR OWN SECURITY, BUT THESE TOOLS WOULD ENHANCE THAT SECURITY. I'M DONATING \$500 TO THE SHERIFF, AND OTHER SMALL BUSINESS OWNERS ARE DONATING MONEY AS WELL AS EQUIPMENT. RAY CURTIS HAS IDEAS ON HOW TO HANDLE PRIVATE CITIZEN DONATIONS.
- MR. ANDERSON WENT ON TO ADVISE THAT THE SCHOOL BOARD RECEIVES \$47,000 PER YEAR FROM THE STATE FOR SECURITY ASSESSMENT.
- MR. ANDERSON WE NEED TO PRIORTIZE OUR CONCERNS AND CONSIDER MATCHING FUNDS OF \$47,000. DO WE HAVE ENOUGH LIABILITY INSURANCE TO COVER THE LIABILITY TO THE COUNTY IN THE EVENT OF A SCHOOL SHOOTING?
- COMMISSIONER NEWMAN HAVE YOU MET WITH THE SCHOOL BOARD?
- MIKE ANDERSON I HAVE MET WITH THE SAFETY OFFICERS AND THEY ARE WORKING ON IMPROVEMENTS. ALL I'M ASKING FOR NOW IS THAT THE BOARD MAKE AVAILABLE AT LEAST THE MINIMUM SECURITY EQUIPMENT FOR EACH OF THE COUNTY'S SIX (6) SCHOOLS AND POINT OF GRACE.

NO ACTION TAKEN BY THE BOARD THIS DATE.

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

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

17. THE BOARD TO CONSIDER APPROVAL OF DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (DACS) AMENDMENT, AS REQUESTED BY JACK SMITH, FOREST AREA SUPERVISOR FOR THE FLORIDA FOREST SERVICE.

DISCUSSION:

MR. SMITH – FLORIDA STATUTES REQUIRES THE COUNTY TO FUND THIS AGREEMENT.

- (REDUCTION IN COST FROM \$38,674.02 TO \$36,439.97 A REDUCTION IN THE AMOUNT OF \$2,234.05. REDUCTION IN ACRES COVERED OF 31,915)
- COUNTY ADMINISTRATOR WHY IS THE ACREAGE FOR FIRE PROTECTION REDUCED FROM THE PREVIOUS YEAR AGREEMENT?
- COMMISSIONER NEWMAN THE REDUCTION IS MARSH LAND AND LOW COASTAL AREAS. THE COVERAGE WILL STILL BE PROVIDED.
- MOTION TO APPROVE EXECUTION OF DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (DACS) AGREEMENT.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: DACS AGREEMENT

18. THE BOARD TO CONSIDER APPROVAL OF THE BIG BEND WATER AUTHORITY PROPOSED BUDGET FOR THE 2022-2023 FISCAL YEAR, AS AGENDAED BY MARK REBLIN, GENERAL MANAGER.

DISCUSSION:

MR. REBLIN – IN 2021 FORTY-SIX (46) WATER METERS AND TWENTY-SIX (26) SEWER SYSTEMS WERE INSTALLED, WITH CUSTOMER ADDITIONAL REVENUE OF \$40,000 AND TRIPLING THE CAPACITY OF THE SEWER PLANT.

MOTION TO APPROVE THE BIG BEND WATER AUTHORITY PROPOSED BUDGET FOR THE 2022-2023 FISCAL YEAR, AS PRESENTED.

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

MOTION CARRIED BY NANIMOUS VOTE.

ATTACHMENT: PROPOSD BUDGET

GENERAL BUSINESS:

19. THE BOARD TO DISCUSS RECREATIONAL VEHICLE DENSITY, AS AGENDAED BY COMMISSIONER MOODY.

DISCUSSION:

COMMISSIONER MOODY - IS THE BOARD INTERESTED IN REDUCING RV DENSITY?

- DANNY GRINER, COUNTY BUILDING OFFICIAL THE BOARD WOULD HAVE TO AMEND THEIR ORDINANCE TO REDUCE DENSITY.
- COMMISSIONER NEGLISH I WOULD HATE TO RESTRICT A PERSON FROM HAVING RV'S DURING SUMMER SEASON.
- COUNTY ADMINISTRATOR 2021 WE ISSUED 300 RV PERMITS IN 2022, WE'VE ISSUED 97 IN LESS THAN SIX (6) MONTHS.
- TOM FERGUSON STRICKLAND LANDING DRIVE YOU CAN ENCOURAGE SITE BUILD HOMES, OR IF YOU CONTINUE, THESE LOTS WILL BECOME RV LOTS. I WOULD LIKE TO SEE THE COUNTY NOT ALLOW RV'S IN RESIDENTIAL COMMUNITIES.
- JACK SMITH BEACH ROAD I DO NO WANT TO SEE CHANGE, BUT IT WILL HAPPEN. LET'S TRY TO KEEP IT LIKE IT IS.

NO ACTION TAKEN BY THE BOARD THIS DATE.

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

COUNTY ADMINISTRATOR ITEMS:

20. THE BOARD TO DISCUSS THE JUNE WORKSHOP/SPECIAL MEETING, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

HISTORY, FACTS & ISSUES – THE PREVIOUSLY SCHEDULED JUNE WORKSHOP AND SPECIAL MEETING CONFLICTS WITH THE FLORIDA ASSOCIATION OF COUNTIES ANNUAL CONFERENCE SCHEDULE. THERE ARE NO ITEMS AGENDAED FOR THE JUNE WORKSHOP AT THIS TIME. PER THE FINANCE DIRECTOR, THE SPECIAL MEETING CAN BE CANCELLED AND INVOICES APPROVED DURING THE JULY 11 REGULAR MEETING.

MOTION TO CANCEL THE JUNE WORKSHOP/SPECIAL MEETING.

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

MOTION CARRIED BY UNANIMOUS VOTE.

- 13-A. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ADVERTISE FOR PUBLIC HEARING TO CONSIDER ADOPTION OF A SOLID WASTE ASSESSMENT ORDINANCE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- MOTION TO DIRECT THE COUNTY ATTORNEY TO PREPARE A NOTICE TO ADVERTISE FOR PUBLIC HEARING TO CONSIDER ADOPTION OF A SOLID WASTE ASSESSMENT ORDINANCE, AUTHORIZING THE IMPOSITION AND COLLECTION OF ANNUAL SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY IN TAYLOR COUNTY, FLORIDA.

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

MOTION CARRIED BY UNANIMOUS VOTE.

SAID PUBLIC HEARING TO BE HELD ON TUESDAY, JULY 19, 2022 AT 9:05 A.M.



21. THE BOARD TO DISCUSS REQUIREMENTS OF HOUSE BILL 53, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

- HISTORY THE STATE LEGISLATURE PASSED HOUSE BILL 53 (HB 53), WHICH ADDS REQUIREMENTS TO CHAPTER 403 F.S. (FLORIDA AIR & WATER POLLUTION CONTROL ACT), AND BECAME EFFECTIVE JULY 1, 2021. CHAPTER 403 REQUIRES THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH (EDR) TO CONDUCT ANNUAL ASSESSMENTS OF FLORIDA'S WATER RESOURCES AND CONSERVATION LANDS. TO MEET THE REQUIREMENTS OF HB 53, EACH COUNTY, MUNICIPALITY AND SPECIAL DISTRICT MUST COMPLETE A 20-YEAR NEEDS ANALYSIS BY JUNE 30, 2022, AND EVERY FIVE (5) YEARS AFTER, TO INCLUDE THE EXPENDITURES NECESSARY TO REPAIR, REPLACE AND EXPAND WATER-RELATED INFRASTRUCTURE. ONCE ALL ANALYSES ARE COMPILED INTO ONE DOCUMENT FOR WASTEWATER AND ONE FOR STORMWATER, THE COUNTY WILL SUBMIT BOTH TO EDR BY JULY 31, 2022, AND EVERY 5 YEARS AFTER.
- COUNTY ADMINISTRATOR IT WILL TAKE UNTIL JULY 31 TO GET THIS INFORMATION TOGETHER, WHICH WILL INCLUDE THE CITY OF PERRY, BIG BEND WATER AUTHORITY AND TAYLOR COASTAL WATER & SEWER DISTRICT.

NO ACTION NEEDED BY THE BOARD THIS DATE.

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

22. THE BOARD TO CONSIDER APPROVAL OF DRAFT SPORTS COMPLEX RENTAL PACKET, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

DISCUSSION:

MOTION TO APPROVE THE SPORTS COMPLEX RENTAL PACKET.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: SPORTS COMPLEX RENTAL PACKET

23. THE BOARD TO DISCUSS PROJECT PRIORITY FOR SUBMISSION FOR LOCAL SUPPORT GRANTS PROGRAM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

DISCUSSION:

COUNTY ADMINISTRATOR – IT WOULD BE EASIER FOR STAFF TO RE-SUBMIT A PREVIOUS SUBMITTED PROJECT FOR ADDITIONAL FUNDING.

PREVIOUSLY RANKED :

- SOFTBALL FIELD AT SPORTS COMPLEX (\$456,400 NOT FUNDED)
- FIRE STATION 2, PISGAH ROAD (\$700,000 NOT FUNDED)
- COURTHOUSE IMPROVEMENTS (\$510,000 FUNDED)
- STEINHATCHEE FIRE STATION, WITH HOUSING QUARTERS (\$1.4M NOT FUNDED)

COUNTY ADMINISTRATOR – WE CAN ONLY SUBMIT ONE, SO I'M REQUESTING BOARD DIRECTION.

COMMISSIONER NEWMAN SUGGESTED USING MSTU RESERVES TO FUND FIRE STATION 2 AND SUBMIT THE STEINHATCHEE FIRE STATION FOR STATE APPROPRIATION. THE COUNTY ADMINISTRATOR STATED THAT A REQUEST TO APPROVE UTILIZING MSTU RESERVES WOULD HAVE TO BE AGENDAED.

COMMISSIONER NEWMAN – HASN'T A FRDAP GRANT BEEN APPLIED FOR THE SPORTS COMPLEX PROJECT?

COUNTY ADMINISTRATOR – YES, WITH A \$200,000 CAP. THE BOARD AGREED TO FUND THE BALANCE IF WE RECEIVED THE \$200,000.

MOTION TO SUBMIT STEINHATCHEE FIRE STATION FOR \$1.4M.

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

MOTION CARRIED BY UNANIMOUS VOTE.

24. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

DISCUSSION:

NONE

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

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

TOM FERGUSON – FOR THE BOARD'S INFORMATION REGARDING FREQUENCY OF RV SITES. THERE IS CURRENTLY AN APPLICATION IN PROCESS FOR A NEW SUBDIVISION AT THE END OF STRICKLAND'S LANDING DRIVE. THE 245 ACRE PARCEL INCLUDES FOUR (4) RV SITES ON EVERY ONE OF FORTY-FIVE LOTS, BUMPING THE TOTAL NUMBER OF LOTS BY 180. IT WAS SET UP AS A MARKETING TOOL TO SELL LOTS ADVERTISING 4 RV SITES PER LOT THAT COULD BE USED TO MAKE MONEY. THE PRELIMINARY SITE PLAN HAS BEEN APPROVED BY THE TAYLOR COUNTY PLANNING BOARD (TCPB).

BOARD INFORMATIONAL ITEMS:

<u>COMMISSIONER MOODY</u> DISCUSSED THE SUBDIVISION APPLICATION BROUGHT TO THE BOARD'S ATTENTION BY MR. FERGUSON, AND THE PAVING OF ROADS IN THE SUBDIVISION, AS WELL AS POSSIBLE FUTURE ISSUES WITH ROADS IN STRICKLAND'S LANDING SUBDIVISION DUE TO INCREASED TRAFFIC.

COUNTY ENGINEER – STRICKLAND'S LANDING IS SUBJECT TO MSBU ASSESSMENTS. IF THE ROADS WITHIN THE DEVELOPMENT ARE AFFECTED BY ADDITIONAL IMPACT, THE COSTS ARE THE RESPONSIBILITY OF THE DEVELOPER, NOT THE TAXPAYER THROUGH THEIR ASSESSMENT.

AFTER PLANNING BOARD APPROVAL, THE COMMISSION HAS TO APPROVE THE FINAL PLAT. THERE ARE STAFF CONCERNS WITH THE EFFECT ON STRICKLAND'S LANDING DRIVE DUE TO ADDITIONAL TRAFFIC IMPACT, WHICH MAY REQUIRE ADDITIONAL IMPROVEMENTS ON STRICKLAND'S LANDING DRIVE. THE DEVELOPER WANTS TO BE PART OF STRICKLAND'S LANDING MSBU ASSESSMENT. THE BOARD NEEDS TO LOOK AT ADDITIONAL TRAFFIC IMPACT ON SINGLE-FAMILY UNITS AND RVS.

- COUNTY ADMINISTRATOR DO YOU CONSIDER, WHEN ESTABLISHING MSBU ASSESSMENT AMOUNTS, THE POTENTIAL OF ADDED DENSITY DUE TO RVS?
- COUNTY ENGINEER I LOOK AT CURRENT TRAFFIC LEVELS AND PROJECT OUT. THE ASSESSMENT IS A PER LOT ASSESSMENT, NOT A UNIT ASESSMENT.

CHAIRMAN DEMPS STATED THAT THE CITY OF PERRY OBSERVED THE JUNETEENTH HOLIDAY.

WHAT IS THE BOARD DOING ABOUT THIS HOLIDAY?

COUNTY ADMINISTRATOR – IT WILL BE ADDRESSED IN NOVEMBER WHEN THE BOARD APPROVES ITS' CALENDAR FOR FY 22.23. THE CLERK ADVISED OF THE FOLLOWING BUDGET WORKSHOP DATES FOR FY 22.23:

- MONDAY JULY 18 2022 9:00 A.M.
- THURSDAY JULY 21, 2022 9:00 A.M.
- MONDAY JULY 25, 2022 9:00 A.M. (IF NEEDED)
- THURSDAY JULY 28, 2022 9:00 A.M. SPECIAL MEETING TO SET PROPOSED MILLAGE RATES

TENTATIVE DATES FOR THE FY 22.23 BUDGET PUBLIC HEARINGS:

- FIRST PUBLIC HEARING MONDAY, SEPTEMBER 12, 2022
- SECOND & FINAL PUBLIC HEARING MONDAY, SEPTEMBER 19, 2022

THE BOARD WILL BE ADVISED OF THE PUBLIC HEARING TIMES AT THE SPECIAL MEETING ON JULY 28, 2022.

THE HOUR BEING APPROXIMATELY 10:58 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 amas

THOMAS DEMPS, Chair

ATTEST:

BY:

GARY KNOWLES, Clerk

RESOLUTION

WHEREAS, the Board of County Commissioners have been advised that PAT TOUCHTON retired from the position of Working Team Leader effective May 31, 2022, and;

WHEREAS, MR. TOUCHTON began his employment on May 9th 1985 as Technician II. He was promoted to Foreman I on October 1st 1986, Mechanic II on May 25th 1995, Heavy Equipment Operator II on April 12th 1996, Temporary Team Leader on October 8th 1998, and South Working Team Leader on March 30th 1999 and;

WHEREAS, MR. TOUCHTON has provided valuable services to the people of Taylor County and to the Board of County Commissioners, and;

WHEREAS, the Board wishes to publicly thank MR. TOUCHTON for 37 years of dedicated service to our County, and;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida extends its heartfelt appreciation and gratitude to PAT TOUCHTON for his service to the people of Taylor County and the Board of County Commissioners.

BE IT RESOLVED that a copy of this resolution be furnished to MR. TOUCHTON and that a copy be placed in the minutes of this Board.

DONE AND ORDERED in regular session at Perry, Taylor County, Florida, this day of June 21, 2022.

STR COUNTY, BOARD OF, COUNTY COMMISSIONERS Onton

Thomas Demps, Chairperson

ATTEST

Gary Knowles, Clerk of Courts



TATEON	COUNTY BOARD OF COMMISSIONERS
	County Commission Agenda Item
SUBJECT/TITLE: THE	BOARD TO CONSIDER APPROVAL OF DRAFT RESOLUTION FOR PAT TOUCHTON.
MEETING DATE REQUES	STED: JUNE 21, 2022
Statement of Issue:	TO PROVIDE PUBLIC ACKNOWLEDGEMENT FOR MR. TOUGHTON'S 37 YEARS OF SERVICE TO TAYLOR COUNTY.
Recommended Action:	APPROVE
Fiscal Impact:	N/A
Fiscal Impact: Budgeted Expense:	N/A N/A
Fiscal Impact: Budgeted Expense: Submitted By:	

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: MR. TOUCHTON BEGAN HIS EMPLOYMENT ON MAY 9TH 1985 AS TECHNICIAN II. HE WAS PROMOTED TO FOREMAN I ON OCTOBER 1ST 1986, MECHANIC II ON MAY 25TH 1995, HEAVY EQUIPMENT OPERATOR II ON APRIL 12TH 1996, TEMPORARY TEAM LEADER ON OCTOBER 8TH 1998, AND SOUTH WORKING TEAM LEADER ON MARCH 30TH 1999.

Options: APPROVE/ NOT APPROVE

Attachments:

DRAFT RESOLUTION

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1 ACCTPA21

SELECTION CRITERIA: transact.check_no between <code>'5017321'</code> and <code>'5017335'</code> ACCOUNTING PERIOD: 9/22

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 5017321 1011010 5017321 1011010 5017321 1011010 5017321 1011010 5017321 1011010 5017321 1011010 5017321 TOTAL CHECK	06/10/22 000112 06/10/22 000112 06/10/22 000112 06/10/22 000112 06/10/22 000112 06/10/22 000112 06/10/22 000112	NAME 660 - CONSOLIDATED COMMU 660 - CONSOLIDATED COMMU	0 0301 0 0301 0 0301 0 0301 0 0301 0 0301 0 0301	6/1-6/30/22 6/1-6/30/22 6/1-6/30/22 6/1-6/30/22 6/1-6/30/22 6/1-6/30/22 6/1-6/30/22	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	240.84 54.28 9.50 9.50 9.50 54.28 23.10 401.00
1011010 5017322 1011010 5017322 TOTAL CHECK	06/10/22 000110 06/10/22 000110 06/10/22 000110 06/10/22 000110 06/10/22 000110 06/10/22 000110 06/10/22 000110 06/10/22 000110 06/10/22 000110	DUKE ENERGY FLORIDA, INC DUKE ENERGY FLORIDA, INC	0301 0301 0301 0301 0301 0301 0301 0301	4/23-5/20/22 4/23-5/20/22 4/23-5/20/22 4/23-5/20/22 4/30-5/27/22 4/30-5/27/22 4/29-5/26/22 4/29-5/26/22 4/30-5/27/22	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	78.6943.5137.4432.31115.85183.36178.0187.7559.19215.971,032.08
1011010 5017323 1011010 5017323 1011010 5017323 1011010 5017323 1011010 5017323 1011010 5017323 1011010 5017323 TOTAL CHECK	06/10/22 000111 06/10/22 000111 06/10/22 000111 06/10/22 000111 06/10/22 000111 06/10/22 000111	TRI-COUNTY ELECTRIC COOF TRI-COUNTY ELECTRIC COOF TRI-COUNTY ELECTRIC COOF TRI-COUNTY ELECTRIC COOF TRI-COUNTY ELECTRIC COOF TRI-COUNTY ELECTRIC COOF	> 0301 > 0301 > 0301 > 0301 > 0301 > 0301 > 0301	4/15-5/14/22 4/15-5/14/22 4/23-5/23/22 4/28-5/27/22 4/23-5/23/22 4/23-5/23/22	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	30.77 30.71 30.71 19.09 31.61 41.39
1011010 5017324 1011010 5017324 1011010 5017324 TOTAL CHECK	06/16/22 000063 06/16/22 000063 06/16/22 000063	CITY OF PERRY CITY OF PERRY CITY OF PERRY			$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	
1011010 5017325 1011010 5017325 1011010 5017325 1011010 5017325 1011010 5017325 1011010 5017325 1011010 5017325 1011010 5017325 1011010 5017325 1011010 5017325 TOTAL CHECK	06/16/22 000110 06/16/22 000110 06/16/22 000110 06/16/22 000110 06/16/22 000110 06/16/22 000110 06/16/22 000110 06/16/22 000110	DUKE ENERGY FLORIDA, INC DUKE ENERGY FLORIDA, INC			0:00	50.53 27.53 26.09 77.68 91.22 87.73 113.15 24.98 20.47 519.38
1011010 5017326 1011010 5017326 1011010 5017326 1011010 5017326 1011010 5017326 1011010 5017326 1011010 5017326 1011010 5017326 1011010 5017326 1011010 5017326	06/22/22 7474 06/22/22 7474 06/22/22 7474 06/22/22 7474 06/22/22 7474 06/22/22 7474 06/22/22 7474	AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES,	105 105 105 105 105 105 105	AIR FRESHNER CLIPS ALCOHOL WIPES TOILET BOWL CLEANER HI TEMP GREASE JANITORIAL SUPPLIES 1 GAL DIAL HAND SOAP SHIPPING	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	85.26 27.58 46.20 95.56 176.75 69.93 5.99

6.

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2 ACCTPA21

SELECTION CRITERIA: transact.check_no between <code>'5017321'</code> and <code>'5017335'</code> ACCOUNTING PERIOD: 9/22

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT CHECK NO ISSUE DT VEN	DR NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 5017326 06/22/22 7474 1011010 5017326 06/22/22 7474 TOTAL CHECK	AMAZON CAPITAL SERVICES AMAZON CAPITAL SERVICES	, 105 , 105	LATEX FREE POWDER FREE FIRST AID	0.00 0.00 0.00	43.19 19.55 570.01
1011010 5017327 06/22/22 0042	49 CINTAS CORPORATION #148			0100	251.00
1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668 1011010 5017328 06/22/22 668	CONRAD YELVINGTON DISTR CONRAD YELVINGTON DISTR	I 0301 I 105 I 0301 I 105 I 105 I 105 I 005 I 0301 I 105	LIMEROCK HAULED TO JOB LIMEROCK HAULED TO YAR LIMEROCK HAULED TO JOB LIMEROCK HAULED TO YAR LIMEROCK HAULED TO YAR LIMEROCK HAULED TO YAR LIMEROCK HAULED TO JOB LIMEROCK HAULED TO YAR	$\begin{array}{c} 0.00\\$	698.85 513.00 165.51 886.86 691.83 656.28 167.94 660.51 4,440.78
1011010 5017329 06/22/22 692 1011010 5017329 06/22/22 692 TOTAL CHECK				0.00 0.00 0.00	16.43 16.43 32.86
1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 06/22/22 7813 1011010 5017330 </td <td>ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS,</td> <td>105 105 105 105 105 105 105 105</td> <td>JANITORIAL CLEANING - PAPER PRODU PINESOL CLEANING LIQUI BOWL AIR FRESHNER CLIP JANITORIAL HAND SOAP SMALL JANITORIAL CLEANING SUPPLIES</td> <td>$\begin{array}{c} 0 & .00 \\ 0 & .00 \end{array}$</td> <td>31.99 155.10 58.86 39.99 192.98 31.34 59.10 47.94 617.30</td>	ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS,	105 105 105 105 105 105 105 105	JANITORIAL CLEANING - PAPER PRODU PINESOL CLEANING LIQUI BOWL AIR FRESHNER CLIP JANITORIAL HAND SOAP SMALL JANITORIAL CLEANING SUPPLIES	$\begin{array}{c} 0 & .00 \\ 0 & .00 \\ 0 & .00 \\ 0 & .00 \\ 0 & .00 \\ 0 & .00 \\ 0 & .00 \\ 0 & .00 \\ 0 & .00 \\ 0 & .00 \end{array}$	31.99 155.10 58.86 39.99 192.98 31.34 59.10 47.94 617.30
1011010 5017331 06/22/22 6243	O'REILLY AUTOMOTIVE, IN	c 105	CLEANER	0.00	109,90
1011010501733206/22/22538 <td< td=""><td>TIMBERLAND FORD, INC. TIMBERLAND FORD, INC.</td><td>0301 0301 0301 0301 0301 0301 0301 0301</td><td>51 BODY ELECTRICAL 250 164-R8040 PATS KEY F85214526BA FUSE C - PART COMPLETED MULTI-POINT A COOLENT LEAKING/OIL A COOLENT LEAKING/OIL 5 F7TZ*12A402*AA 52550 3W7Z*12029*AA 054254DG 1 5W7Z8C387AA GASKET 5W7Z8C388AA GASKET 4C2Z*9439*CC - INTAKE F1VY*8255*A 229487RG57 VC*13*G 380132 ANTI-FR OR615-375 INTAKE MANIF OR598-134 EGR TUBE OR917-400 EGR CONNECTO</td><td>$\begin{array}{c} 0.00\\$</td><td>$179.90 \\ 23.20 \\ 4.10 \\ 2.40 \\ 14.39 \\ -131.82 \\ 519.70 \\ 37.60 \\ 173.22 \\ 5.41 \\ 5.41 \\ 52.14 \\ 3.10 \\ 29.76 \\ 461.00 \\ 81.34 \\ 29.82 \\ 1,490.67 \\ \end{cases}$</td></td<>	TIMBERLAND FORD, INC. TIMBERLAND FORD, INC.	0301 0301 0301 0301 0301 0301 0301 0301	51 BODY ELECTRICAL 250 164-R8040 PATS KEY F85214526BA FUSE C - PART COMPLETED MULTI-POINT A COOLENT LEAKING/OIL A COOLENT LEAKING/OIL 5 F7TZ*12A402*AA 52550 3W7Z*12029*AA 054254DG 1 5W7Z8C387AA GASKET 5W7Z8C388AA GASKET 4C2Z*9439*CC - INTAKE F1VY*8255*A 229487RG57 VC*13*G 380132 ANTI-FR OR615-375 INTAKE MANIF OR598-134 EGR TUBE OR917-400 EGR CONNECTO	$\begin{array}{c} 0.00\\$	$179.90 \\ 23.20 \\ 4.10 \\ 2.40 \\ 14.39 \\ -131.82 \\ 519.70 \\ 37.60 \\ 173.22 \\ 5.41 \\ 5.41 \\ 52.14 \\ 3.10 \\ 29.76 \\ 461.00 \\ 81.34 \\ 29.82 \\ 1,490.67 \\ \end{cases}$
1011010 5017333 06/22/22 6283	VERIZON WIRELESS SERVIC	E 0301	INV - 990758342	0.00	3,46

SUNGARD PENTAMATION, INC.	
DATE: 06/27/2022	TAYLOR COUNTY BOARD OF COMMISSIONERS
TIME: 08:47:35	CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3 ACCTPA21

SELECTION CRITERIA: transact.check_no between <code>'5017321'</code> and <code>'5017335'</code> ACCOUNTING PERIOD: 9/22

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 5017333 TOTAL CHECK	06/22/22 6281	VERIZON WIRELESS SERVICE	0303	INV - 990758342	0.00 0.00	0.17 3.63
1011010 5017334	06/22/22 001740	W.W. GRAINGER, INC.	105	SAWS & IMPLEMENTS	0.00	33.92
1011010 5017335	06/22/22 000119	WARE OIL & SUPPLY COMPAN	105	PETROLEUM PRODUCTS	0.00	4,295.61
TOTAL CASH ACCOUNT					0.00	14,148.90
TOTAL FUND					0.00	14,148.90
TOTAL REPORT					0.00	14,148.90

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2 ACCTPA21

SELECTION CRITERIA: transact.check_no between '67781' and '67866' ACCOUNTING PERIOD: 9/22

		,					
CASH ACCT	CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C	OMMU 0719	COUNTY JUDGE	0.00	55.74
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		CIRCUIT JUDGE	0.00	41.12
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	197.01
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	40.35
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	55.84
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C	COMMU 0260	6/1-6/30/22	0.00	99.58
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	99.59
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	87.13
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	25.10
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	22.60
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	22.60
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	32.09
1011010	67783 67783	06/10/22 000112 06/10/22 000112	660 - CONSOLIDATED C 660 - CONSOLIDATED C		6/1-6/30/22 6/1-6/30/22	0.00 0.00	46.28 220.90
$1011010\\1011010$	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	220.90
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	22.60
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	29.03
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	23.10
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	47.62
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	53.43
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C	COMMU 0171	6/1-6/30/22	0.00	171.20
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C	COMMU 0277	6/1-6/30/22	0.00	80.17
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	250.06
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	63.92
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	8.59
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	42.96
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	120.09
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	117.74
$1011010\\1011010$	67783 67783	06/10/22 000112 06/10/22 000112	660 - CONSOLIDATED C 660 - CONSOLIDATED C		6/1-6/30/22 6/1-6/30/22	0.00 0.00	464.45 321.26
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	9.50
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	9.50
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	42.76
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	145.03
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	47.35
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	47.35
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C	СОММИ 0164	6/1-6/30/22	0.00	409.76
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	115.94
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	50.21
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	406.17
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	58.03
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C		6/1-6/30/22	0.00	267.98
1011010	67783	06/10/22 000112	660 - CONSOLIDATED C	LOMMU 0192	6/1-6/30/22	0.00	143.41
TOTAL CHE	CK					0.00	4,637.74
1011010	67784	06/10/22 000072	BIG BEND WATER AUTHO	DRITY 0165	4/27-5/31/22	0.00	251.82
1011010	67785	06/10/22 000063	CITY OF PERRY	0489	4/15-5/12/22	0.00	30.61
1011010	67785	06/10/22 000063	CITY OF PERRY	0489	4/15-5/12/22	0.00	144.60
1011010	67785	06/10/22 000063	CITY OF PERRY	0489	4/15-5/12/22	0.00	15.75
1011010	67785	06/10/22 000063	CITY OF PERRY	0419	4/15-5/12/22	0.00	25.94
1011010	67785	06/10/22 000063	CITY OF PERRY	0172	4/15-5/12/22	0.00	19.50

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check_no between '67781' and '67866' ACCOUNTING PERIOD: 9/22

CASH ACCT CHECK NO ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 67785 06/10/22 000063 1011010 67785 06/10/22 000063 1011010 67785 06/10/22 000063 1011010 67785 06/10/22 000063 1011010 67785 06/10/22 000063 1011010 67785 06/10/22 000063 1011010 67785 06/10/22 000063 1011010 67785 06/10/22 000063 1011010 67785 06/10/22 000063 1011010 67785 06/10/22 000063 1011010 67785 06/10/22 000063 TOTAL CHECK	CITY OF PERRY CITY OF PERRY CITY OF PERRY CITY OF PERRY CITY OF PERRY CITY OF PERRY CITY OF PERRY	0430 0383 0500 0457 0448 0473 0473	4/4-5/3/22 4/8-5/5/22 4/15-5/12/22 4/15-5/13/22 4/12-5/9/22 4/6-5/4/22 4/6-5/4/22	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	247.26 91.12 49.36 46.03 17.00 249.36 73.13 1,009.66
1011010 67786 06/10/22 000110 1011010 67786 06/10/22 000110 1011010 67786 06/10/22 000110 1011010 67786 06/10/22 000110 1011010 67786 06/10/22 000110 1011010 67786 06/10/22 000110 1011010 67786 06/10/22 000110 1011010 67786 06/10/22 000110 1011010 67786 06/10/22 000110 TOTAL CHECK	DUKE ENERGY FLORIDA, ING DUKE ENERGY FLORIDA, ING	C 0602-B C 0473 C 0473 C 0473 C 0473 C 0473	4/29-5/26/22 4/29-5/26/22 4/28-5/25/22 4/23-5/20/22 4/28-5/25/22 4/28-5/25/22 4/29-5/26/22	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	659.81 952.53 118.37 44.73 250.00 262.17 487.42 2,775.03
1011010 67787 06/10/22 001577 1011010 67787 06/10/22 001577 1011010 67787 06/10/22 001577 TOTAL CHECK	TAYLOR COASTAL WATER&SE TAYLOR COASTAL WATER&SE TAYLOR COASTAL WATER&SE	w 0453	4/18-5/20/22 4/18-5/19/22 4/18-5/20/22	0.00 0.00 0.00 0.00 0.00	122.62 93.82 93.82 310.26
1011010 67788 06/10/22 7382 1011010 67788 06/10/22 7382 TOTAL CHECK	ABS TECHNOLOGY SOLUTION ABS TECHNOLOGY SOLUTION		AGMT# 015-1361236-000 AGMT# 025-1500250-000	0.00 0.00 0.00	336.33 69.90 406.23
10110106778906/10/2200011110110106778906/10/22 <td>TRI-COUNTY ELECTRIC COO TRI-COUNTY ELECTRIC COO</td> <td>P 0191 P 0486 P 0512 P 0510 P 0511 P 0453 P 0453 P 0522 P 0451-0P P 0261 P 0261 P 0261 P 0261 P 0261 P 02498</td> <td>5/2-6/2/22 5/2-6/2/22 4/28-5/27/22 4/28-5/27/22 4/23-5/23/22 4/23-5/23/22 4/21-5/20/22 4/15-5/14/22 5/2-6/2/22 5/2-6/2/22 5/2-6/2/22 5/2-6/2/22 5/2-6/2/22</td> <td>$\begin{array}{c} 0.00\\$</td> <td>$\begin{array}{r} 30.77\\ 66.06\\ 30.77\\ 78.93\\ 89.40\\ 44.87\\ 211.20\\ 42.15\\ 22.48\\ 169.14\\ 54.41\\ 89.41\\ 42.26\\ 62.13\\ 104.52\\ 1,138.50\end{array}$</td>	TRI-COUNTY ELECTRIC COO TRI-COUNTY ELECTRIC COO	P 0191 P 0486 P 0512 P 0510 P 0511 P 0453 P 0453 P 0522 P 0451-0P P 0261 P 0261 P 0261 P 0261 P 0261 P 02498	5/2-6/2/22 5/2-6/2/22 4/28-5/27/22 4/28-5/27/22 4/23-5/23/22 4/23-5/23/22 4/21-5/20/22 4/15-5/14/22 5/2-6/2/22 5/2-6/2/22 5/2-6/2/22 5/2-6/2/22 5/2-6/2/22	$\begin{array}{c} 0.00\\$	$\begin{array}{r} 30.77\\ 66.06\\ 30.77\\ 78.93\\ 89.40\\ 44.87\\ 211.20\\ 42.15\\ 22.48\\ 169.14\\ 54.41\\ 89.41\\ 42.26\\ 62.13\\ 104.52\\ 1,138.50\end{array}$
1011010 67790 06/10/22 5096 1011010 67790 06/10/22 5096 TOTAL CHECK	WASTE PRO - TALLAHASSEE WASTE PRO - TALLAHASSEE		INV# 0002315852 INV# 0002315746	$0.00 \\ 0.00 \\ 0.00 \\ 0.00$	141.52 107.09 248.61
1011010 67791 06/16/22 000072 1011010 67791 06/16/22 000072 TOTAL CHECK	BIG BEND WATER AUTHORIT BIG BEND WATER AUTHORIT		4/27-5/31/22 4/27-5/31/22	0.00 0.00 0.00	74.32 136.26 210.58

SELECTION CRITERIA: transact.check_no between <code>'67781'</code> and <code>'67866'</code> ACCOUNTING PERIOD: 9/22

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
$\begin{array}{cccccc} 1011010 & 67793 \\ $	06/16/22 000110 06/16/22 000110	NAME DUKE ENERGY FLORIDA, IN DUKE ENERGY FLORIDA, IN	C 0500 C 0500 C 0500 C 0172 C 0500 C 0500 C 0500 C 0500 C 0500 C 0229 C 0602-B C 0162 C 0162 C 0164 C 0164 C 0174 C 0164 C 0174 C 0164 C 0473 C 0473 C 0473 C 0448 C 0419 C 0473 C 0473	4/23-5/20/22 5/21-6/8/22 5/21-6/8/22 5/21-6/8/22 5/24-6/8/22 5/24-6/8/22 5/24-6/8/22 5/21-6/8/22 5/21-6/8/22 5/27-6/8/22 5/27-6/8/22 5/27-6/8/22 5/27-6/8/22 5/26-6/8/22 5/26-6/8/22 5/26-6/8/22 5/26-6/8/22 5/26-6/8/22 5/26-6/8/22 5/26-6/8/22 5/26-6/8/22 5/26-6/8/22 5/26-6/8/22 5/26-6/8/22 5/26-6/8/22 5/26-6/8/22	$\begin{array}{c} 0.00\\$	13.92 238.85 442.58
TOTAL CHECK 1011010 67794 1011010 67794 TOTAL CHECK	06/16/22 002928 06/16/22 002928	AFLAC AFLAC	001 001	DED:1505 AFLAC DED:1506 AFLAC-PT	0.00 0.00 0.00 0.00	6,454.59 241.96 806.43 1,048.39
1011010 67795 1011010 67795 TOTAL CHECK	06/16/22 5760 06/16/22 5760	AMERICAN GENERAL LIFE & AMERICAN GENERAL LIFE &	001 001	DED:1450 AIG LIFE DED:1451 AIG LIFE	0.00 0.00 0.00	57.07 57.06 114.13
1011010 67796 1011010	06/16/22 7353 06/16/22 7353	BCC GENERAL FUND - DENT BCC GENERAL FUND - DENT	A 001 A 001	DED:1704 DENTAL-PT DED:1702 DENTAL-PT DED:1701 DENTAL-PT DED:1701 DENTAL-PT DED:1703 DENTAL-PT DED:1708 DENTAL DED:1718 DENTAL DED:1718 DENTAL DED:1716 DENTAL-PT BRYANT LEVERETTE M.PAGE WILLIAMS DED:1705 DENTAL-PT DED:1707 DENTAL-PT	$\begin{array}{c} 0.00\\$	294.40 74.64 294.63 307.44 359.94 25.62 25.60 51.23 74.64 51.23 25.61 51.23 51.23 307.32 359.94 2,354.70

PAGE NUMBER: 5 ACCTPA21

SELECTION CRITERIA: transact.check_no between '67781' and '67866' ACCOUNTING PERIOD: 9/22

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 67797 1011010 67797	06/16/22 6688 06/16/22 6688	BCC GENERAL FUND-HEALTH BCC GENERAL FUND-HEALTH	001 001 001 001 001 001 001 001 001 001	DED:1111 HEALTH DED:1105 HEALTH-PT DED:1106 HEALTH-PT DED:1104 HEALTH-PT DED:1104 HEALTH DED:1103 HEALTH DED:1103 HEALTH DED:1114 HEALTH DED:1125 HEALTH-PT DED:1109 HEALTH-PT DED:1107 HEALTH-PT DED:1101 HEALTH DED:1102 HEALTH	$\begin{array}{c} 0 & . & 00 \\ 0 & . & 00 \\ 0 & . & 00 \\ 0 & . & 00 \\ 0 & . & 00 \\ 0 & . & 00 \\ 0 & . & 00 \\ 0 & . & 00 \\ 0 & . & 00 \\ 0 & . & 00 \\ 0 & . & 00 \\ 0 & . & 00 \\ 0 & . & 00 \\ 0 & . & 00 \\ 0 & . & 00 \end{array}$	56.87 454.96 886.14 1,271.48 14,205.00 57,599.38 56.87 181.64 454.96 886.14 1,271.48 5,000.94 7,614.96 89,940.82
1011010 67798 1011010 67798 <td< td=""><td>06/16/22 6689 06/16/22 6689</td><td>BCC GENERAL FUND-LIFE IN BCC GENERAL FUND-LIFE IN</td><td><pre>N 001 N 001</pre></td><td>DED:1408 DEP LIFE DED:1403 LIFE INS. DED:1407 LIFE INS. COUNTY ADMIN BRYANT CARTER EVANS GREENE HAWKINS HAYDEN LEVERETTE LEVINGSTON MANN PADGETT M.PAGE T.PAGE PARKER ROSS C.SADLER E.SADLER E.SADLER TAYLOR WHIDDON WILLIAMS WOODS DED:1409 VOL LIFE DED:1402 LIFE INS.</td><td>0.00 0.00</td><td>$10.50 \\ 12.88 \\ 64.50 \\ 0.30 \\ 4.44 \\ 2.39 \\ 1.60 \\ 2.39 \\ 3.41 \\ 4.44 \\ 1.52 \\ 3.41 \\ 4.44 \\ 2.28 \\ 2.39 \\ 6.83 \\ 3.41 \\ 4.44 \\ 2.28 \\ 6.83 \\ 0.53 \\ 0.53 \\ 354.35 \\ 354.35 \\ 370.09 \\ 1,234.77 \\ 1,234.77 \\ 1.88$</td></td<>	06/16/22 6689 06/16/22 6689	BCC GENERAL FUND-LIFE IN BCC GENERAL FUND-LIFE IN	<pre>N 001 N 001</pre>	DED:1408 DEP LIFE DED:1403 LIFE INS. DED:1407 LIFE INS. COUNTY ADMIN BRYANT CARTER EVANS GREENE HAWKINS HAYDEN LEVERETTE LEVINGSTON MANN PADGETT M.PAGE T.PAGE PARKER ROSS C.SADLER E.SADLER E.SADLER TAYLOR WHIDDON WILLIAMS WOODS DED:1409 VOL LIFE DED:1402 LIFE INS.	0.00 0.00	$10.50 \\ 12.88 \\ 64.50 \\ 0.30 \\ 4.44 \\ 2.39 \\ 1.60 \\ 2.39 \\ 3.41 \\ 4.44 \\ 1.52 \\ 3.41 \\ 4.44 \\ 2.28 \\ 2.39 \\ 6.83 \\ 3.41 \\ 4.44 \\ 2.28 \\ 6.83 \\ 0.53 \\ 0.53 \\ 354.35 \\ 354.35 \\ 370.09 \\ 1,234.77 \\ 1,234.77 \\ 1.88$
1011010 67799 1011010 67799 1011010 67799 1011010 67799 1011010 67799 1011010 67799 1011010 67799 1011010 67799 1011010 67799 1011010 67799	06/16/22 7352 06/16/22 7352 06/16/22 7352 06/16/22 7352 06/16/22 7352 06/16/22 7352 06/16/22 7352	BCC GENERAL FUND-VISION BCC GENERAL FUND-VISION BCC GENERAL FUND-VISION BCC GENERAL FUND-VISION BCC GENERAL FUND-VISION BCC GENERAL FUND-VISION BCC GENERAL FUND-VISION	001 001 001 001 001	DED:1305 VISION DED:1310 VISION PT DED:1301 VISION-PT BRYANT PAGE HAYDEN TAYLOR	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	$\begin{array}{c} 2.98 \\ 6.30 \\ 48.20 \\ 5.95 \\ 11.91 \\ 5.95 \\ 5.95 \\ 5.95 \end{array}$

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check_no between '67781' and '67866' ACCOUNTING PERIOD: 9/22

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 67799 1011010 67799	06/16/22 7352 06/16/22 7352 06/16/22 7352 06/16/22 7352 06/16/22 7352 06/16/22 7352 06/16/22 7352 06/16/22 7352 06/16/22 7352 06/16/22 7352	BCC GENERAL FUND-VISION BCC GENERAL FUND-VISION	001 001 001 001 001 001 001 001 001 001	ROSS WHIDDON DED:1308 VISION PT DED:1300 VISION-PT DED:1306 VISION DED:1311 VISION PT DED:1307 VISION DED:1303 VISION-PT DED:1302 VISION PT DED:1309 VISION PT	$\begin{array}{c} 0 & 0 \\ 0 & 0 \\ 0 & 0 \\ 0 & 0 \\ 0 & 0 \\ 0 & 0 \\ 0 & 0 \\ 0 & 0 \\ 0 & 0 \\ 0 & 0 \\ 0 & 0 \\ 0 & 0 \\ 0 & 0 \\ 0 & 0 \\ 0 & 0 \\ 0 & 0 \\ 0 & 0 \\ \end{array}$	11.91 5.95 65.56 2.97 6.29 11.91 48.15 65.34 65.45 436.33
1011010 67800	06/16/22 002841	BOARD OF CO. COMM GEN		DED:2006 CELL PHONE		200.00
1011010 67801	06/16/22 L2181025	NATIONWIDE RETIREMENT SO	001	DED:2002 DEFER.COMP	0.00	10,675.00
1011010 67802	06/16/22 7499	THE CHAPTER13 TRUSTEE	001	DED:1813 GARNISHMNT	0.00	144.00
1011010 67803	06/16/22 ∟2183150) UNITED WAY OF THE BIG BE	001	DED:2001 UNITED WAY	0.00	40.00
1011010 67804 1011010 67804	06/20/22 000477 06/20/22 000477 06/20/22 000477 06/20/22 000477 06/20/22 000477 06/20/22 000477 06/20/22 000477 06/20/22 000477 06/20/22 000477	FLORIDA DEPARTMENT OF RE FLORIDA DEPARTMENT OF RE	001	SALES TAX SALES TAX SALES TAX SALES TAX SALES TAX SALES TAX SALES TAX SALES TAX SALES TAX SALES TAX	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	129.1630.09131.9217.73408.7067.90279.68100.8042.856.541,215.37
1011010 67806	06/22/22 001887	ADVANCED BUSINESS SYSTEM		ACCT# UF08	0.00	
1011010 67807 1011010 67807	06/22/22 7474 06/22/22 7474	AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES,				$109.50 \\ 25.99 \\ 11.94 \\ 59.95 \\ 79.90 \\ 191.06 \\ 15.99 \\ 21.97 \\ 12.44 \\ 12.95 \\ 19.08 \\ 29.90 \\ 11.95 \\ 7.98 \\ 610.60 \\ 10.60 \\ 10.00 \\ 10$
1011010 67808 1011010 67808	06/22/22 5810 06/22/22 5810	APCO INTERNATIONAL, INC. APCO INTERNATIONAL, INC.	0237 0237	ACTIVE SHOOTER COURSE BULLYING AND NEGATIVIT	0.00 0.00	

SELECTION CRITERIA: transact.check_no between '67781' and '67866' ACCOUNTING PERIOD: 9/22

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 67808 1011010 67808 1011010 67808 1011010 67808 1011010 67808 TOTAL CHECK	06/22/22 5810 06/22/22 5810 06/22/22 5810 06/22/22 5810	APCO INTERNATIONAL, INC. APCO INTERNATIONAL, INC. APCO INTERNATIONAL, INC. APCO INTERNATIONAL, INC.	0227 0227	CRISIS NEGOTIATIONS FO LAW ENFORCEMENT COMMUN LAW ENFORCEMENT COMMUN PUBLIC SAFETY COMMUNIC	0.00 0.00 0.00 0.00 0.00	249.00 419.00 419.00 249.00 1,834.00
1011010 67809	06/22/22 001851	AT&T - ATLANTA	0237	352 M02-8941 008 1986	0.00	615.00
1011010 67810	06/22/22 002420	AUCILLA AREA SOLID WASTE	0261	LANDFILL CHARGES	0.00	26,339.68
1011010 67811 1011010 67811 1011010 67811 1011010 67811 1011010 67811 TOTAL CHECK	06/22/22 7651 06/22/22 7651 06/22/22 7651 06/22/22 7651 06/22/22 7651	B&B PORTA TOILETS, INC B&B PORTA TOILETS, INC B&B PORTA TOILETS, INC B&B PORTA TOILETS, INC B&B PORTA TOILETS, INC	0261 0261 0449 0463 0448	4/15-5/12/22 3/18-4/14/22 4/15-5/12/22 4/15-5/12/22 4/15-5/12/22	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	693.00 693.00 105.50 141.00 105.50 1,738.00
1011010 67812	06/22/22 003847	BEGGS FUNERAL HOME PERRY	0150	PICKUP - ROTATION	0.00	488.00
1011010 67813 1011010 67813 TOTAL CHECK	06/22/22 002171 06/22/22 002171	BIG BEND TRANSIT, INC. BIG BEND TRANSIT, INC.	0423 0350	4/1-4/30 SHUTTLE SVC 4/1-4/30 VET TRANS	0.00 0.00 0.00	3,920.00 52.08 3,972.08
1011010 67814 1011010 67814 TOTAL CHECK	06/22/22 7799 06/22/22 7799	BRIGHTLINE AV BRIGHTLINE AV	0489-01 0489-01	(6) 6.56 FT/2M SQUARE LABOR AND INSTALLATION	$0.00 \\ 0.00 \\ 0.00 \\ 0.00$	18,365.00 2,100.00 20,465.00
1011010 67815 1011010 67815 1011010 67815 1011010 67815 1011010 67815 1011010 67815 1011010 67815 1011010 67815 1011010 67815 1011010 67815 1011010 67815 1011010 67815 1011010 67815 1011010 67815 1011010 67815 1011010 67815 1011010 67815 1011010 67815	06/22/22 000116 06/22/22 000116 06/22/22 000116 06/22/22 000116 06/22/22 000116 06/22/22 000116 06/22/22 000116 06/22/22 000116 06/22/22 000116 06/22/22 000116	CASHWAY BLDG.PRODUCTS OF CASHWAY BLDG.PRODUCTS OF	0261 0260 0260 0260 0260 0172 0172 0172	BLANKET FOR MAY 2022 BLANKET FOR MAY 2022 INMATE BLANKET MAY 202 INMATE BLANKET MAY 202 INMATE BLANKET MAY 202 INMATE BLANKET MAY 202	$\begin{array}{c} 0.00\\$	34.94 69.92 19.99 55.99 14.08 4.99 6.12 9.99 24.97 10.99 267.97
1011010 67816	06/22/22 7517	CENTURY AMBULANCE SERVIC	0240	MO. SUBSIDY 07/22	0.00	68,086.00
1011010 67817 1011010 67817 1011010 67817 1011010 67817 1011010 67817 TOTAL CHECK	06/22/22 004749 06/22/22 004749 06/22/22 004749 06/22/22 004749 06/22/22 004749	CINTAS CORPORATION #148 CINTAS CORPORATION #148 CINTAS CORPORATION #148 CINTAS CORPORATION #148 CINTAS CORPORATION #148	0260 0261 0170 0260 0261	SOLID WASTE SOLID WASTE COURTHOUSE SOLID WASTE SOLID WASTE	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	14.17 41.23 35.00 21.43 48.80 160.63
1011010 67818	06/22/22 5976	CITY ELECTRIC SUPPLY, IN	0473	SIEMENS INDUS BQD315 -	0.00	466.98
1011010 67819	06/22/22 000063	CITY OF PERRY	0229	ACCT-34371/MAY 2022	0.00	355.00

SELECTION CRITERIA: transact.check_no between '67781' and '67866' ACCOUNTING PERIOD: 9/22

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 67819 Total check	06/22/22 000063	CITY OF PERRY	0229	ACCT-34371/MAY 2022	0.00 0.00	48.00 403.00
1011010 67820 1011010 67820 1011010 67820 TOTAL CHECK	06/22/22 5531 06/22/22 5531 06/22/22 5531	COLUMBIA COUNTY BOARD OF COLUMBIA COUNTY BOARD OF COLUMBIA COUNTY BOARD OF	0685	JULY - SEPT 2022 JULY - SEPT 2022 JULY - SEPT 2022	0.00 0.00 0.00 0.00	975.50 525.75 2,496.44 3,997.69
1011010 67821	06/22/22 5643	COMCAST OF TALLAHASSEE,	0723	ACCT-8535101790075629	0.00	96.90
1011010 67822 1011010 67822 TOTAL CHECK	06/22/22 000192 06/22/22 000192	DEPT.OF BUSINESS & PROFE DEPT.OF BUSINESS & PROFE		ELEVATOR LICENSE RENEW ELEVATOR LICENSE RENEW	$0.00 \\ 0.00 \\ 0.00 \\ 0.00$	75.00 75.00 150.00
1011010 67823	06/22/22 6279	DIAMOND DRUGS, INC.	0200	MAY 2022	0.00	3,870.21
1011010 67824	06/22/22 000126	DOCTORS' MEMORIAL HOSPIT	0200	12/13-12/15 R. UPSHAW	0.00	310.20
1011010 67825	06/22/22 6394	DS WATERS OF AMERICA, IN	0430	ACCT- 20987373508658	0.00	76.90
1011010 67826	06/22/22 004525	FLORIDA DEPARTMENT OF LA	0111	CRIM HISTORY 5/22	0.00	24.00
1011010 67827	06/22/22 7324	FOREFLIGHT, LLC	0500	ANNUAL FOREFLIGHT FBO	0.00	500.00
1011010 67828 1011010 67828 TOTAL CHECK	06/22/22 7165 06/22/22 7165	CBC CAPITAL, INC. CBC CAPITAL, INC.	0261 0261	BLANKET FOR MAY 2022 BLANKET FOR MAY 2022 -	$0.00 \\ 0.00 \\ 0.00 \\ 0.00$	1,565.90 859.05 2,424.95
1011010 67829	06/22/22 7798	GUARDIAN COMMUNITY RESOU	1200	CDBG PROGRAM ADMINISTR	0.00	2,166.67
1011010 67830	06/22/22 6462	HARRIS CORPORATION - PSP	0229	ACCT-35467/MAY 2022	0.00	143.00
1011010 67831	06/22/22 6358	HOME DEPOT U.S.A., INC.	0401	WHITE CORDLESS VINYL M	0.00	41.63
1011010 67832	06/22/22 5766	HUNT INSURANCE GROUP, IN	0200	JULY	0.00	1,971.25
1011010 67833	06/22/22 7334	J&J GAS SERVICE, INC.	0498	ACCT - 31008	0.00	48.15
1011010 67834 1011010 67834 1011010 67834 TOTAL CHECK	06/22/22 003645 06/22/22 003645 06/22/22 003645	J.B.'S TIRE & REPAIR SER J.B.'S TIRE & REPAIR SER J.B.'S TIRE & REPAIR SER	0261	BLANKET FOR MAY 2022 BLANKET FOR MAY 2022 BLANKET FOR MAY 2022	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	35.00 35.00 50.00 120.00
1011010 67835	06/22/22 6921	JONES WELDING&INDUSTRIAL	0261	BLANKET FOR MAY 2022	0.00	213.59
1011010 67836	06/22/22 6485	KONICA MINOLTA BUSINESS	0237	36 MONTH LEASE (PER MO	0.00	135.01
1011010 67837 1011010 67837 1011010 67837 1011010 67837 1011010 67837 1011010 67837	06/22/22 003309 06/22/22 003309 06/22/22 003309 06/22/22 003309 06/22/22 003309	LIVE OAK PEST CONTROL, I LIVE OAK PEST CONTROL, I LIVE OAK PEST CONTROL, I LIVE OAK PEST CONTROL, I LIVE OAK PEST CONTROL, I	0489 0160 0166	5/19 SHADY GROVE COMM 5/26 COUNTY EXTENSION 6/2 COURTHOUSE 6/2 HISTORICAL SOC 6/2 ADMIN COMPLEX	$\begin{array}{c} 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \end{array}$	13.50 26.50 40.05 13.50 13.50

SELECTION CRITERIA: transact.check_no between <code>'67781'</code> and <code>'67866'</code> ACCOUNTING PERIOD: 9/22

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 67837 TOTAL CHECK	06/22/22 003309	LIVE OAK PEST CONTROL, I	0430	6/2 LIBRARU	0.00 0.00	13.50 120.55
1011010 67838	06/22/22 7137	MEDICAL EXPRESS CORPORAT	0111	APR/MAY DRUG SCREEN	0.00	120.00
1011010 67839 1011010 67839 TOTAL CHECK	06/22/22 5150 06/22/22 5150	MUSCO CORPORATION MUSCO CORPORATION	0473 0473	LS-2531-1 30A CONTACTO ESTIMATED SHIPPING/HAN	$ \begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \end{array} $	672.00 53.00 725.00
1011010 67840 1011010 67840 1011010 67840 TOTAL CHECK	06/22/22 004740 06/22/22 004740 06/22/22 004740	NAFECO INC. NAFECO INC. NAFECO INC.	0192 0192 0192	PART -RELAY LABOR - REPAIR SCENE L TRAVEL	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	39.90 862.50 170.00 1,072.40
1011010 67841 1011010 67841 1011010 67841 TOTAL CHECK	06/22/22 004415 06/22/22 004415 06/22/22 004415	NEXTRAN TRUCK CENTER NEXTRAN TRUCK CENTER NEXTRAN TRUCK CENTER	0261 0261 0261	BLANKET FOR MAY 2022 BLANKET FOR MAY 2022 23585940 FAN CLUTCH	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	125.93 124.74 1,247.60 1,498.27
1011010 67842 1011010 67842 <td< td=""><td>06/22/22 7815 06/22/22 7815</td><td>ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS,</td><td>0283 0283 0283 0283 0283 0106 0106 0106 0106 0113 0113 0113 011</td><td>ITEM #612011 OFFICE DE ITEM #223487 ADAMS CAR ITEM #9844133 JLAB AUD ITEM #788719 EM COMMAN ITEM #7895967 STARTECH. #990267 AVERY 11447 #544432 6 PART LEGAL #580761 SIGN AND DATE TRIPP LITE 3FT USB 3.1 TIMEMIST® PREMIUM AIR PILOT® G-2® RETRACTABL PILOT® G-2™ RETRACTABL OFFICE DEPOT® BRAND #1 TIMEMIST® CLASSIC AERO</td><td>$\begin{array}{c} 0.00\\$</td><td>$\begin{array}{r} 9.29\\ 3.89\\ 49.99\\ 15.38\\ 106.99\\ 78.66\\ 78.66\\ 4.59\\ 14.99\\ 16.56\\ 12.42\\ 9.19\\ 9.65\\ 29.19\\ 439.45\end{array}$</td></td<>	06/22/22 7815 06/22/22 7815	ODP BUSINESS SOLUTIONS, ODP BUSINESS SOLUTIONS,	0283 0283 0283 0283 0283 0106 0106 0106 0106 0113 0113 0113 011	ITEM #612011 OFFICE DE ITEM #223487 ADAMS CAR ITEM #9844133 JLAB AUD ITEM #788719 EM COMMAN ITEM #7895967 STARTECH. #990267 AVERY 11447 #544432 6 PART LEGAL #580761 SIGN AND DATE TRIPP LITE 3FT USB 3.1 TIMEMIST® PREMIUM AIR PILOT® G-2® RETRACTABL PILOT® G-2™ RETRACTABL OFFICE DEPOT® BRAND #1 TIMEMIST® CLASSIC AERO	$\begin{array}{c} 0.00\\$	$\begin{array}{r} 9.29\\ 3.89\\ 49.99\\ 15.38\\ 106.99\\ 78.66\\ 78.66\\ 4.59\\ 14.99\\ 16.56\\ 12.42\\ 9.19\\ 9.65\\ 29.19\\ 439.45\end{array}$
1011010 67843 1011010 67843 1011010 67843 1011010 67843 1011010 67843 TOTAL CHECK	06/22/22 001985 06/22/22 001985 06/22/22 001985 06/22/22 001985	OFFICE DEPOT, INC. OFFICE DEPOT, INC. OFFICE DEPOT, INC. OFFICE DEPOT, INC.	0283 0283 0283 0283 0283	CREDIT ITEM # 679289 VELCRO S ITEM #349010 AVERY BIG ITEM #348037 OFFICE DE	0.00 0.00 0.00 0.00 0.00	-3.82 9.59 3.85 57.74 67.36
1011010 67844	06/22/22 6486	PAMELA A FEAGLE	0105	4/28-29 TRAVEL EXP	0.00	80.45
1011010 67845 1011010 67845 1011010 67845 1011010 67845 1011010 67845 1011010 67845 1011010 67845 1011010 67845 1011010 67845 1011010 67845 1011010 67845 1011010 67845 1011010 67845 1011010 67845 1011010 67845 1011010 67845	06/22/22 000082 06/22/22 000082 06/22/22 000082 06/22/22 000082 06/22/22 000082 06/22/22 000082 06/22/22 000082 06/22/22 000082	PERRY AUTO SUPPLY, INC. PERRY AUTO SUPPLY, INC.	0261 0261 0261 0261 0261 0261 0260 0260	BLANKET FOR MAY 2022 BLANKET FOR MAY 2022	$\begin{array}{c} 0.00\\$	8.69 31.17 19.57 44.00 35.55 152.71 14.32 33.49 339.50

SELECTION CRITERIA: transact.check_no between <code>'67781'</code> and <code>'67866'</code> ACCOUNTING PERIOD: 9/22

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 67846 1011010 67846 TOTAL CHECK	06/22/22 7816 06/22/22 7816	PERRY CONNECTIONS.COM LL PERRY CONNECTIONS.COM LL	0185	REPLACE CAMERAS IN COU VPN/SOFTWARE/EQUIPMENT	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	10,560.53 1,936.39 12,496.92
1011010 67847 TOTAL CHECK FORMUNE FORMUNE	06/22/22 000124 06/22/22 000124 06/22/22 000124 06/22/22 000124 06/22/22 000124 06/22/22 000124 06/22/22 000124 06/22/22 000124 06/22/22 000124	PERRY NEWSPAPERS, INCORF PERRY NEWSPAPERS, INCORF	<pre>> 0283 > 0262 > 0111 > 0111 > 0111 > 0111 > 0111 > 0111 > 0111 > 0111 > 0111</pre>	YEARLY SUBSCRIPTION 5/25&6/1 INV TO BID 5/27 HELP WANTED 5/25 HELP WANTED 5/20 HELP WANTED 5/18 HELP WANTED 5/13 HELP WANTED 5/11 HELP WANTED 5/6 HELP WANTED 5/4 HELP WANTED	$\begin{array}{c} 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \end{array}$	52.00 151.43 8.80 8.80 8.80 8.80 8.80 8.80 8.80 8.8
1011010 67848	06/22/22 000187	PERRY-TAYLOR CO.CHAMBER	1302	REIMBURSE TRAV WRITER	0.00	396.00
1011010 67849	06/22/22 000114	POSTMASTER	0106	12 MO. PO BOX	0.00	210.00
1011010 67850	06/22/22 6387	PPM SPORTS TURF, LLC.	0473	FERTILIZATION 1	0.00	2,116.25
1011010 67851	06/22/22 5779	PUBLIC DEFENDER I.T.	0603	21/22 JUNE	0.00	875.00
1011010 67852 1011010 67852 TOTAL CHECK	06/22/22 002624 06/22/22 002624	PUBLIC DEFENDER OCCUPANC PUBLIC DEFENDER OCCUPANC		21/22 JUNE 21/22 JUNE	0.00 0.00 0.00	784.92 221.41 1,006.33
1011010 67853 1011010 67853 1011010 67853 1011010 67853 1011010 67853 1011010 67853 1011010 67853 TOTAL CHECK	06/22/22 001407 06/22/22 001407 06/22/22 001407 06/22/22 001407 06/22/22 001407 06/22/22 001407	RAGANS ACE HARDWARE, INC RAGANS ACE HARDWARE, INC	0261 0261 0261 0261 0473	BLANKET FOR MAY 2022 BLANKET FOR MAY 2022 BLANKET FOR MAY 2022 BLANKET FOR MAY 2022 BLANKET FOR MAY BLANKET FOR MAY	$\begin{array}{c} 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \\ 0 \ . \ 0 0 \end{array}$	12.49 5.97 13.98 36.98 21.99 3.00 94.41
1011010 67854	06/22/22 000076	RING POWER CORPORATION	0489	REPAIRS TO GENERATOR	0.00	721.10
1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855 1011010 67855	06/22/22 7475 06/22/22 7475	SCHWAB BROTHERS HYDRAULI SCHWAB BROTHERS HYDRAULI	0191 0191 0191 0191 0191 0191 0191 0191	OIL FILTER 1799 FUEL FILTER 3403 AIR FILTER 2253 GREASE 15W40 OIL TRANSDUCER ASSY. SHOP SUPPLIES LABOR HEIGHT CONTROL AIR VAL SHOP SUPPLIES LABOR - REPAIR AIR LEA	0.00 0.00 0.00 0.00 0.00 0.00 0.00	33.19 15.82 54.73 9.60 152.18 122.72 8.50 350.00 79.52 8.50 550.00 1,384.76

TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check_no between '67781' and '67866' ACCOUNTING PERIOD: 9/22

CASH ACCT CH	HECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010	67856	06/22/22 7641	SHAWNA BEACH, PROPERTY A	0904	4TH QTR REQ	0.00	223,847.25
1011010 1011010 TOTAL CHECK	67857 67857	06/22/22 002373 06/22/22 002373			APRIL MAINTENANCE MAY MAINTENANCE	$ \begin{array}{c} 0.00\\ 0.00\\ 0.00\\ \end{array} $	475.00 475.00 950.00
1011010 1011010 1011010 1011010 1011010 101101	67858 67858 67858 67858 67858 67858 67858 67858 67858 67858 67858	06/22/22 6950 06/22/22 6950 06/22/22 6950 06/22/22 6950 06/22/22 6950 06/22/22 6950 06/22/22 6950 06/22/22 6950 06/22/22 6950	STUDSTILL'S OF PERRY, IN STUDSTILL'S OF PERRY, IN	0192 0192 0192 0192 0160 0160 0160	MAY BLANKET PO R/M BLD MAY BLANKET PURCHASE O MAY BLANKET PURCHASE O MAY BLANKET PURCHASE O BLANKET FOR JUNE	$\begin{array}{c} 0.00\\$	25.11 12.99 85.89 13.97 82.40 25.99 43.46 15.68 58.95 364.44
1011010	67859	06/22/22 7237	RAMUNDSEN SUPERIOR HOLDI	0106	MAINTENANCE 2022/23	0.00	284.35
1011010	67860	06/22/22 7620	TAYLOR COUNTY CLERK OF C	0114	RECORDING FEE BOCC	0.00	20.00
1011010	67861	06/22/22 002451	TAYLOR COUNTY PUBLIC HEA	0498	YEARLY SEPTIC TANK OPE	0.00	200.00
1011010 1011010 TOTAL CHECK	67862 67862	06/22/22 6205 06/22/22 6205	ROCKY ANDERSON ROCKY ANDERSON	0489 0489	ANNUAL MAINTENANCE 10LB ABC RECHARGE	0.00 0.00 0.00	48.00 48.00 96.00
1011010 1011010 1011010 1011010 TOTAL CHECK	67863 67863 67863 67863	06/22/22 7072 06/22/22 7072 06/22/22 7072 06/22/22 7072	USA OIL, LLC USA OIL, LLC USA OIL, LLC USA OIL, LLC	0261 0261 0261 0261	BLANKET MAY 2022 BLANKET MAY 2022 BLANKET MAY 2022 BLANKET MAY 2022	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	137.50 175.00 100.00 227.50 640.00
1011010	67864	06/22/22 001740	W.W. GRAINGER, INC.	0283	PARTS FOR TOILET LEAK	0.00	65.58
1011010	67865	06/22/22 7170	WAYNE PADGETT, SHERIFF	0901	JULY REQUISITION	0.00	614,580.28
1011010 1011010 TOTAL CHECK	67866 67866	06/22/22 6198 06/22/22 6198	DALE YOUNG DALE YOUNG	0529 0529	RESTRIPE THE BIG HANGA RESTRIPE THE TERMINAL	$0.00 \\ 0.00 \\ 0.00 \\ 0.00$	475.00 475.00 950.00
TOTAL CASH	ACCOUNT					0.00	1,132,817.62
TOTAL FUND						0.00	1,132,817.62
TOTAL REPORT	Г					0.00	1,151,047.62

COUNTY BOARD OF COMMISSIONERS
REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1 ACCTPA21

SELECTION CRITERIA: transact.check_no between '67781' and '67866' ACCOUNTING PERIOD: 9/22

FUND - 151 - SMALL COUNTY SALES SURTAX

CASH ACCT C	HECK NO	ISSUE DT VENDOR	NAME	FD/DEPT	DESCRIPTION	SALES TAX	AMOUNT
1011010 1011010 1011010 TOTAL CHECK	67805 67805 67805	06/22/22 7636 06/22/22 7636 06/22/22 7636	GETINGE USA SALES, LLC GETINGE USA SALES, LLC GETINGE USA SALES, LLC	1509 1509 1509	INSTALL/REMOVE DUAL AR INSTALL REMOTE POWER S PROF MAJOR LIGHT/BOOM	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	8,919.00 1,896.00 7,415.00 18,230.00
TOTAL CASH	ACCOUNT					0.00	18,230.00
TOTAL FUND						0.00	18,230.00

Cindy Mock

From:Carley OndashSent:Monday, June 27, 2022 8:49 AMTo:Cindy MockCc:Dannielle WelchSubject:Check Info for 6-21 MeetingAttachments:Check Register - 67781-67866.pdf; Check Register 5017321-5017335.pdf

Hi Cindy -

Attached is the report with the check numbers for any check printed between board meetings, as well as the board meeting checks.

- For General Fund the check numbers are 67781-67866.
- For Road and Bridge Fund the check numbers are 5017321-5017335.

Thanks!

Carley Ondash Accounts Payable Deputy Clerk 850-838-3506 (Ext.119) Gary Knowles Taylor County Clerk of Circuit Court 108 N. Jefferson Street Perry, FL 32347 P.O. Box 620 Perry, FL 32348

Agreement # DEFFL44146117



FL01 LIGHTING SERVICE AGREEMENT

Account Information: TAYLOR COUNTY BD OF CO COMM ATTN: ACCOUNTS PAYABLE PO BOX 620 Project Information: 49 CARLTON CEMETERY RD PERRY Florida 32347

Account Number: 9100 8789 9743

Work Order Number: 44146117

Customer Contact Information: TAYLOR COUNTY BD OF CO COMM LPEMBERTON@TAYLORCOUNTYGOV.COM Duke Energy Representative Contact Info:

This Lighting Service Agreement is hereby entered into this 15th day of June, 2022, between Duke Energy (hereinafter called the "Company") and TAYLOR COUNTY BD OF CO COMM (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS1U and Service Regulations, or its successor, as the same is on file with the Florida Public Service Commission (FLORIDA PUBLIC SERVICE COMMISSION) and as may be amended and subsequently filed with the FLORIDA PUBLIC SERVICE COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the FLORIDA PUBLIC SERVICE COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated by either party upon written notice 3 days prior to *termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove the fixtures from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature homas Customer Signature	Date Signed (ムーントント)
Duke Energy Representative	Date Signed

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

Agreement # DEFFL44146117



Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term	
0 Years () Months	0.00	385.07	385.07	0.00	
10 Years (120) Months	56.69	0.00	6802.80	56.69	

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	001	Light Fixture Roadway LED 150W Gray (RAL7038) Type III	5.92	1.39	4.03	11.34	11.34
I	001	Light Fixture Flood LED 260W Bronze Multivoltage up to	14.47	1.39	7.19	23.05	23.05
L	001	Light Fixture Roadway LED 280W Gray (RAL7038) Type III	8.77	1.39	7.82	17.98	17.98
1	001	Lighting Pole Wood 35ft Class 5	4.32	0.00	0.00	4.32	4.32
	1	Rental, Maintenance, F&E Totals:	\$0	\$0	\$0		
		Estimated Change to Ba	ase Monthly Ch	arge Total			\$56.69

Quantity Required	One Time Charge Description	Unit Price	Sub-Total
001	CIAC Ex: Includes Construction Costs or possible Early Termination charges for removals		
	Total Estimated One Time Amount		\$385.07

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge:	
Non-fuel Energy Charge	
Plus the Cost Recovery Factors listed in	
Rate Schedule BA-1, Billing Adjustments**	,
except the Fuel Cost Recovery Factor and	
Asset Securitization Charge Factor:	S
Fuel Cost Recovery Factor **:	S
Asset Securitization Charge Factor:	S

See Sheet No. 6.105 and 6.106 See Sheet No. 6.105 See Sheet No. 6.105

**Charges are normally revised on an annual basis.

Additional Charges:

Certain additional charges may also apply to the installation.

See Sheet No. 6.106
See Sheet No. 6.106
See Sheet No. 6.106
See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.

2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.

3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.

6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.

7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.

9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.

11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).

12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.

13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.

14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.



15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.

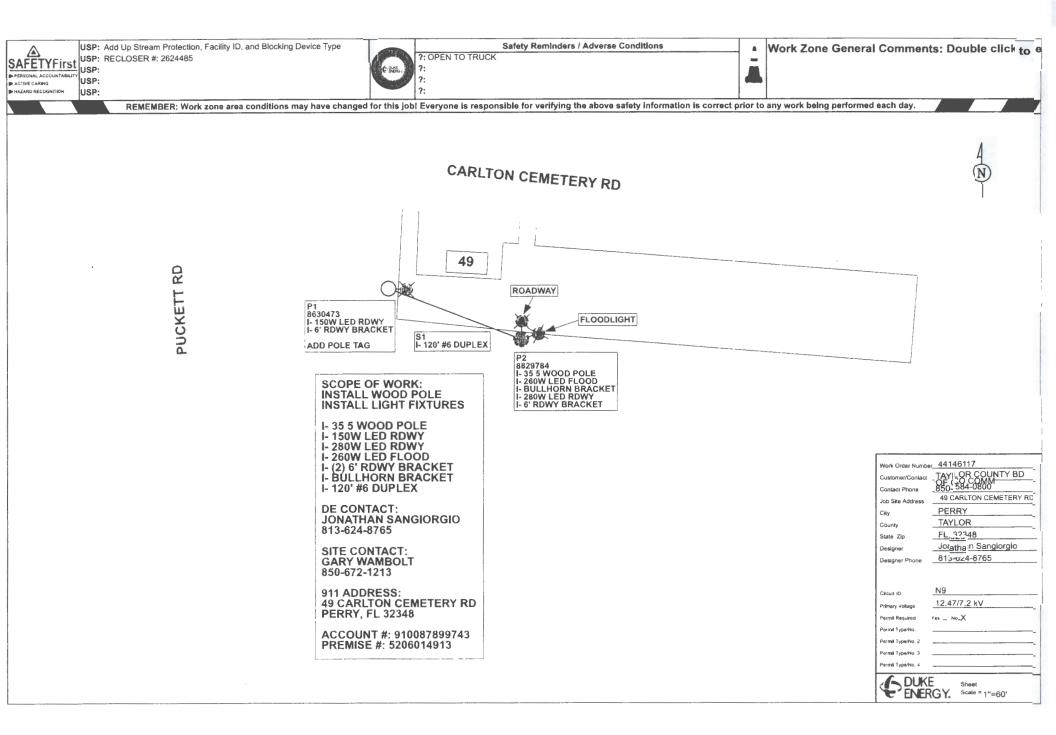
16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.

17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.

18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.



LOR COUNTY BOARD OF COMMISSIONERS
County Commission Agenda Item
THE BOARD TO CONSIDER APPROVAL OF LIGHTING SERVICE AGREEMENT WITH DUKE ENERGY.
QUESTED: JUNE 21, 2022
TO INSTALL FLOOD LIGHT AT CARLTON CEMETERY ROLL OFF SITE.
on: APPROVE
\$385 ONE TIME FEE AND \$55.25 MONTHLY PAYMENT
PARTIALLY BUDGETED. MONTHLY FEE WILL INCREASE APPROXIMATELY \$20 PER MONTH FOR FLOOD LIGHT.
LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: COUNTY STAFF OBTAINED LIGHTING PROPOSAL FROM DUKE ENERGY FOR PLACEMENT OF A FLOOD LIGHT AT THE CARLTON CEMETERY ROLL OFF SITE IN AN EFFORT TO INCREASE THE LIGHTING AT THE SITE AND DISCOURAGE VANDALISM.

Options: APPROVE/ NOT APPROVE

Attachments:

LIGHTING PROPOSAL

SAMAS Approp 108846 TDTF FM/Job No(s) 43202911401 Fund SAMAS Obj 751000 Function 615 CSFA No. 55.002 Org. Code 55120000952 Contract No Vendor No. 59-6000879 G2981

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT

THIS AGREEMENT, made and entered into this _____day of ______, 2022 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and <u>Taylor County</u> Board of County Commissioners, Post Office Box 620, Perry, Florida 32348, hereinafter called the Grantee.

WITNESSETH:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to carry out responsibilities of the Commission which includes the function of the Designated Official Planning Agency and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant, and as further described in this Agreement and in Exhibit(s) <u>A, B, C, D</u> attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.10 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.20 Funds of the Grantee: The Grantee will provide the initial funds necessary for the completion of the project.

2.30 Funds of the Commission: The Commission will compensate the Grantee upon receipt and approval of said deliverables, not to exceed the estimated project cost as further defined herein.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant.

3.00 Total Project Cost: The total estimated cost of the Project is \$<u>20,433.00</u>. This amount is based upon the budget summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation in the Project in the amount of \$ 20,433.00 as detailed in Exhibit "B".

4.10 Eligible Costs: Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

4.20 Eligible Project Expenditures: Project expenditures eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Section 13.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
- d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.

4.30 Front End Funding and Retainage: Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit B, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. This is a lump sum – percent complete grant to accomplish the tasks identified in the law, rule, and the grant. It is not subject to adjustment due to the actual cost experience of the recipient in the performance of the grant agreement. The amount paid is based on the weighted value of the tasks and deliverables listed in Exhibits A and B that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable.

5.20 Schedule of Disbursements: The Grantee shall be paid on a quarterly basis based on the satisfactory performance of each task detailed in Exhibit A.

6.00 Accounting Records and Audits:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such financing accounts are referred to herein collectively as the "Project Account". The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds". The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Deliverables: The Grantee shall provide sufficient detailed documentation for each deliverable to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Commission were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantees existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) of the Department of Financial Services the State Auditor General and, the State Inspector General.
- b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:
 - i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the

Auditor General. Exhibit D to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and forprofit organizations), Rules of the Auditor General.
- iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must exemption statement the Department single audit to at provide а FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405 Email: FDOTSingleAudit@dot.state.fl.us State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450 Email: flaudgen_localgovt@aud.state.fl.us

 Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, the State's Chief Financial Officer (CFO) or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, the State's CFO, or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, the State's CFO or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

6.70 Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

7.00 Compensation and Payments: In order to obtain any Commission funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, <u>FLCTDinvoice@dot.state.fl.us</u>, its invoice on form or forms prescribed by the Commission, and such other data and deliverables pertaining to the Project as listed in Exhibit "A" hereof, as the Commission may require, to justify and support the invoices as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

7.11 Grantee certifies, under penalty of perjury, that the Agency will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

7.12 Financial Consequence: Payment shall not be made to the Grantee unless tasks have been completed and back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2023.

7.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project if:

7.21 Misrepresentation: The Grantee has made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;

7.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

7.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

7.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this Agreement and has been unable to resolve compliance issues once notified by the Commission; or

7.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

7.30 Invoices for Deliverables: Invoices for deliverables pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2, and 60A-1, Florida Administrative Code, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit "A" on a quarterly basis.

7.40 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any

grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 7.20 hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records:

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850/410-5700 CTDOmbudsman@dot.state.fl.us 605 Suwappee Street MS 49

605 Suwannee Street, MS 49 Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Grantee does not transfer the records to the Commission.

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

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

9.00 Contracts of the Grantee:

9.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including contracts or amendments thereto, with any third party with respect to the Project without being able to provide a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Section 7.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all its third-party contracts will be executed in compliance with this section.

9.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with the Grantee, where said project involves a consultant contract for any services, is contingent on the Grantee complying in full with the provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. The Grantee shall certify compliance with this law to the Commission for each consultant contract it enters.

9.30 Competitive Procurement: Procurement of all services or other commodities shall comply with the provisions of Section 287.057, Florida Statutes.

10.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

10.10 Equal Employment Opportunity: In connection with the carrying out of any Project, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

10.20 Title VI - Civil Rights Act of 1964: The Grantee will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice, and the assurance by the Agency pursuant thereto.

10.30 Prohibited Interests:

10.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

10.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

10.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

10.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity about any contract for contractual services which was within his or her responsibility while an employee.

10.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

10.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.

10.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

10.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the

same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

10.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- 1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
- 2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at <u>www.dhs.gov</u> to learn more about E-Verify.

11.00 Miscellaneous Provisions:

11.10 Environmental Pollution: Not applicable.

11.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

11.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

11.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

11.50 Bonus and Commissions: By execution of the Grant, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

11.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Agency to the end that the Grantee may proceed as soon as possible with the Project.

11.70 Venue: This agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

12.00 Contractual Indemnity: It is not intended by any of the provision of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Grantee guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agrees to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

"To the fullest extent permitted by law, the Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

13.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

14.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before <u>June 30</u>, <u>2023</u>. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this Section, completion of project is defined as the latest date by which all required tasks have been completed, as provided in

the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than <u>August 15, 2023.</u>

15.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

16.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

17.00 Vendors and Subcontractors Rights: Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes will be due and payable, in addition to the invoice amount to the Grantee. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices that have to be returned to a Grantee because of Grantee preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516.

18.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third-party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third-party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to

subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

19.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

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

GRANTEE: TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

TITLE: Executive Director (Commission Designee)

FM/JOB No(s).	43202911401
CONTRACT NO.	G2981
AGREEMENT DATE	

EXHIBIT "A" PROJECT DESCRIPTION AND RESPONSIBILITIES: PLANNING

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and <u>Taylor County Board of County Commissioners</u>, <u>Post Office Box 620, Perry, Florida 32348</u>.

I. PROJECT LOCATION: <u>Taylor</u> County(ies)

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the duties and responsibilities of the Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant. The project period will begin on the date of this agreement and will end on the date indicated in Section 14.00 hereof. Specific required tasks are as follows:

TASK 1:

Weighted value = 17%

Weighted value = 15%

Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the Local Coordinating Board (LCB).

Deliverable: Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30th of the current grant cycle.

TASK 2 A:

When necessary and in cooperation with the LCB, solicit and recommend a CTC. The selection will be accomplished, to the maximum extent feasible, through public competitive bidding or proposals in accordance with applicable laws and rules. Such recommendation shall be presented to the Commission by planning agency staff or their designee as needed.

Deliverable:

Planning agency's letter of recommendation and signed resolution.

<u>OR</u>

TASK 2 B:

Provide staff support to the LCB in conducting an annual evaluation of the CTC, including local developed standards as delineated in the adopted TDSP. Assist the Commission in joint reviews of the CTC.

Deliverable:

LCB and planning agency selected CTC evaluation worksheets pursuant to the most recent version of the Commission's CTC Evaluation Workbook.

TASK 3:

Weighted value = 40%

Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter. Exceptions to reschedule meeting(s) outside of a quarter due to the imminent threat of a natural disaster may be granted by the Commission.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

- 1. Agendas for LCB meetings. Agenda should include action items, informational items and an opportunity for public comment.
- Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.
- 3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of LCB members.
- 4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

Deliverable: LCB Meeting agendas; minutes; membership roster; attendance report; copy of public notice of meetings.

TASK 4:

Weighted value = 4%

Provide at least one public workshop annually by each LCB, and assist the Commission, as requested, in co-sponsoring public workshops. This public workshop <u>must</u> be held <u>separately</u> from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

Deliverable: Public workshop agenda, minutes of related workshop, and a copy of the public notice of the workshop. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

TASK 5:

Weighted value = 4%

Develop and annually update by-laws for LCB approval.

Deliverable: Copy of LCB approved by-laws with date of update noted on cover page.

TASK 6:

Weighted value = 4%

Develop, annually update, and implement LCB grievance procedures in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program.

Deliverable: Copy of LCB approved Grievance Procedures with date of update noted on cover page.

TASK 7:

Weighted value = 4%

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the Commission.

Deliverable: CTC Organization and Certification Page of AOR signed by CTC representative and LCB Chair.

TASK 8:

Weighted value = 4%

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the Commission no later than September 15th. Complete the AER, using the Commission approved form.

Deliverable: Completed AER in accordance with the most recent Commission's AER instructions.

TASK 9:

Weighted value = 4%

Complete quarterly progress reports addressing planning accomplishments for the local transportation disadvantaged program as well as planning grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

Deliverable: Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by planning agency representative. Electronic signatures are acceptable.

TASK 10:

Weighted value = 4%

Planning agency staff shall attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings or annual training workshop.

Deliverable: Documentation related to attendance at such event(s); including but not limited to sign in sheets.

III. Special Considerations by Planning Agency:

Not Applicable

IV. Special Considerations by Commission:

Not Applicable

FM/JOB No(s).	43202911401	
CONTRACT NO.	G2981	-
AGREEMENT		-
DATE		

EXHIBIT "B" PROJECT BUDGET AND CASHFLOW

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and <u>Taylor County Board of County Commissioners, Post Office</u> Box 620, Perry, Florida 32348.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible deliverables as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2022-23 Program Manual and Instructions for the Planning Grant. For the required services, compensation shall be the total maximum limiting amount of \$20,433.00 for related planning services in <u>Taylor</u> County(ies)

Task 1	17%	\$3,473.61
Task 2	15%	\$3,064.95
Task 3	40%	\$8,173.20
Task 4	4%	\$817.32
Task 5	4%	\$817.32
Task 6	4%	\$817.32
Task 7	4%	\$817.32
Task 8	4%	\$817.32
Task 9	4%	\$817.32
Task 10	4%	\$817.32
TOTAL:	100%	\$20,433.00

II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged State Funds (100%) \$20,433.00

Total Project Cost

III. CASH FLOW – Not applicable. Grantee will be paid based on satisfactory performance of each task detailed in Exhibit A.

\$20,433.00

Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May June FY 22/23

FM/JOB No(s).	43202911401	
CONTRACT NO.	G2981	
AGREEMENT DATE		

EXHIBIT "C" PLANNING

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and <u>Taylor County Board of County Commissioners, Post Office</u> <u>Box 620, Perry, Florida 32348</u>.

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

 Submit progress reports to the Commission quarterly. Finished products such as, but not limited to, the Coordinating Board minutes, by-laws, grievance procedures, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission. Progress reports and finished products are required to accompany all reimbursement invoices. Invoices and deliverables shall be submitted electronically to:

> Florida Commission for the Transportation Disadvantaged FLCTDInvoice@dot.state.fl.us

THIRD PARTY CONTRACTS: The Grantee must certify to all third party contracts pursuant to Section 9.10 except that written approval is hereby granted for:

- 1. Contracts furnishing contractual services or commodities from a valid State or intergovernmental contract as set forth in Section 287.042(2), Florida Statutes.
- 2. Contracts furnishing contractual services or commodities for an amount less than Category II as set forth in Section 287.107(1)(b), Florida Statutes.
- 3. Contracts for consultant services for an amount less than Category I as set forth in Section 287.017(1)(a), Florida Statutes.

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

 Awarding
 Commission for the Transportation Disadvantaged/Florida

 Agency:
 Department of Transportation

 State Project
 COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

 Title:
 (CTD)

 PLANNING GRANT PROGRAM
 55.002

 *Award Amount:
 \$20,433.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.002 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.asp*

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.002 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.asp.k

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa.compliance.aspx

TA	LOR COUNTY BOARD OF COMMISSIONERS		
	County Commission Agenda Item		
SUBJECT/TITLE:	ard to review and approve the Florida Commission for the insportation Disadvantaged Planning Grant Agreement for the coming FY 2022-2023 grant cycle.		
MEETING DATE RI	EQUESTED: June 21, 2022		
Statement of Issue	Board to approve the Transportation Disadvantaged Planning Grant Agreement for FY 2022-2023.		
Recommended Ac	tion: Approve the Planning Grant Agreement		
Budgeted Expense	The County is eligible to receive \$20,433 to be used for the planning and oversite of the local transportation disadvantaged program. No match is required. This grant funds a portion of the Grants Department salaries, benefits, office supplies, and equipment.		
Submitted By:	Jami Evans, Grants Coordinator		
Contact:	Jami Evans		
	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS		
History, Facts & Is	The County is eligible to receive a grant in the amount of \$20,433. This grant has been used for several years to fund a portion of Grants staff salaries, benefits, supplies, and equipment. This grant can be used for planning and administrative services only. The grant cannot be used to fund actual transportation costs.		
Attachments:	Planning Grant Agreement		

This instrument was prepared by: Jami Evans

NOTICE OF SITE DEDICATION AND LIMITATION OF USE

(fee simple ownership by grantee)

whose mailing address is 201 E. Green St. Perry, Fl 32347 Taylor County Board of County Commissioners Grantee Mailing Address Name of Grantee as Shown on Grant Agreement

("grantee") has acquired or developed the real property described in Attachment A, attached hereto and incorporated herein by reference (the "Project Site"), with financial assistance provided by the Florida Recreation Development Assistance Program, in accordance with Chapter 62D-5, F.A.C. Pursuant to Rule 62D-5.059(1), F.A.C., the grantee hereby dedicates the Project Site in perpetuity as an outdoor recreation area for the use and benefit of the general public.

The grantee covenants that the Project Site and any facilities thereon, as set forth in the grant agreement attached hereto and incorporated herein as Attachment B and depicted on the boundary map attached hereto and incorporated as Attachment C, will be open to the public at reasonable times, will be operated in a safe and attractive manner, and the grantee will abide by the requirements of Chapter 62D-5.053-.059, F.A.C., relating to Florida Recreation Development Assistance Program funding for the Project Site. Pursuant to Rule 62D-5.059(3), F.A.C., if the grantee converts any part of the Project Site or facilities thereon acquired or developed with grant assistance to other than a use approved by the State of Florida Department of Environmental Protection, the grantee shall replace the area, facilities, resource, or site at its own expense with a project adjacent to or near the original Project Site that is of comparable or greater scope and quality and acceptable to the State of Florida Department of Environmental Protection.

WITNESSES:

Origina

Taylor County Board of County Commissioners

(SEAL)

Name of Grantee as Shown on Grant-Agreemen. Original Signature

Thomas Demps

Printed Name

Chairman

Printed Title

Printed Name of Witness

STATE OF Florida COUNTY OF Taylor

The foregoing instrument was acknowledged before me on June 21 , by Thomas Demps 20 22 85 for and on behalf of Taylor County Board of County Commissioners He/She is personally known to me or Chairman as identification. who has produced

(SEAL)

CYNTHIA G. MOCK Commission # HH 067855 Expires December 4, 2024 nded Thru Troy Fain Insurance 800-385-7019

Signature of Notary Public, State of

ATTACHMENT A

THAT PART OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER (S 1/2 OF S 1/2 OF NE 1/4) OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 7 EAST, LYING WEST OF U.S. HIGHWAY 19 NORTH, AND BEING IN TAYLOR COUNTY, FLORIDA.

AND

THAT PART OF THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER (S 1/2 OF S 1/2 OF NE 1/4) OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 7 EAST, LYING WEST OF U.S. HIGHWAY 19 NORTH, AND BEING IN TAYLOR COUNTY, FLORIDA

ATTACHMENT B

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Standard Grant Agreement

		51400	ard Orant Agreement			
Th	is Agreement is entered into bet	ween the Parties name	d below, pursuant to Section	on 215.971, Florida Statu	ites:	
1.	1. Project Title (Project):			Agreement Number:		
	Taylor County Sports Complex	Phase 6			A1014	
2.	3900 Con	Florida Department o nmonwealth Bouleva see, Florida 32399-30			(Department)	
	Grantee Name: Taylor Co	unty		Entity Type: A Local Government		
	Grantee Address: 201 E. Gr	een Street, Perry	, FL 32347	FEID:	59-6000879 (Grantee)	
3.	Agreement Begin Date:			Date of Expiration:		
	upon execution			June 30, 2023		
4.	Project Number: A21014 (If different from Agreement Number) Project Location(s): 1685 N US 19, Perry, FL 32347					
	Project Description: New secur picnic faci	rity lighting and landsca ility, adult outdoor fitne	aping with native vegetation. ess station.	Renovate playground, ba	useball fields, exercise trail,	
5.	Total Amount of Funding:	Funding Source?	Award #s or Line Item Ap	opropriations:	Amount per Source(s):	
	\$200,000.00	Z State EFederal	Line Item No. 1728, (GAA, FY2020-2021	\$200,000.00	
		State Federal			1	
		Grantee Match				
			Total Amount of Funding +		\$200,000.00	
6.	Department's Grant Manager		Grantee's Grant	0		
	Name: La'Shae Grice	·····	Name:	Ms. Melody Cox		
		or succes			or successor	
	Address: 3900 Commonwea	ith Blvd	Address:	201 E. Green Street		
	MS# 585			Perry, FL 32347		
	Tallahassee, FL 32	.399				
	Phone: 850-245-2501			850-371-0377		
	Email: lashae.grice@floridadep.gov			melody.cox@taylorcountygov.com		
7.	The Parties agree to comp incorporated by reference:	-			hibits which are hereby	
	Attachment 1: Standard Terms		able to All Grants Agreeme	ents		
<u> </u>	Attachment 2: Special Terms an					
	Attachment 3: Grant Work Plan					
-	Attachment 4: Public Records F					
	 Attachment 5: Special Audit Requirements Attachment 6: Program-Specific Requirements 					
			Come (Endersl) +C	· · · · · · · · · · · ·		
	Attachment 7: Grant Award Terms (Federal) *Copy available at <u>DECS_ BOLD_MED_000</u> , in accordance with §215.985, F.S. Attachment 8: Federal Regulations and Terms (Federal)					
	Additional Attachments (if nece		ai)			
121	Exhibit A: Progress Report For	m				
	Exhibit B: Property Reporting Form Exhibit C: Payment Request Summary Form					
	Exhibit D: Quality Assurance Requirements for Grants					
Exhibit E: Advance Payment Terms and Interest Earned Memo						
_	Additional Exhibits (if necessar					
1						

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):					
Federal Award Identification Number(s) (FAIN):					
Federal Award Date to Department:					
Total Federal Funds Obligated by this Agreement:					
Federal Awarding Agency:					
Award R&D?					

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Taylor County	GRANTEE
Grantee Name	
By Van tla la	09/14/2020
(Authorized Signature)	Date Signed
Pam Feagle Chairperson	
Print Name and Title of Person Signing	
State of Electida Departmentel Environmental Protection	DEPARTMENT
By DeHaven Date: 2020.10.08 09:34:49-04'00"	
Secretary or Designee	Date Signed
Callie DeHaven, Director, Division of State Lands	
Print Name and Title of Person Signing	······

Additional signatures attached on separate page.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD TERMS AND CONDITIONS APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

- 2. Grant Administration.
- a. <u>Order of Precedence</u>. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.
- 3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. <u>Acceptance Process.</u> All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. <u>Rejection of Deliverables.</u> The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. <u>Withholding Payment.</u> In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. <u>Corrective Action Plan</u>. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. <u>Payment Process.</u> Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. <u>Taxes.</u> The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. <u>Maximum Amount of Agreement</u>. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. <u>Reimbursement for Costs.</u> The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

- e. <u>Invoice Detail.</u> All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. <u>Interim Payments.</u> Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. <u>Final Payment Request.</u> A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. <u>Annual Appropriation Contingency</u>. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. <u>Interest Rates.</u> All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <u>www.myfloridacfo.com/Division/AA/Vendors/default.htm</u>.
- j. <u>Refund of Payments to the Department</u>. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. <u>If this Agreement is funded with federal funds</u> and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.
- 9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- <u>Salary/Wages.</u> Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. <u>Overhead/Indirect/General and Administrative Costs.</u> If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. <u>Contractual Costs (Subcontractors)</u>, Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixedprice subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- <u>Travel.</u> All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. <u>Direct Purchase Equipment.</u> For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- <u>Rental/Lease of Equipment</u>. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. <u>Miscellaneous/Other Expenses.</u> If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.
- 10. Status Reports.

i.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

> Attachment 1 4 of 11

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. <u>Insurance Requirements for Sub-Grantees and/or Subcontractors.</u> The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. <u>Deductibles.</u> The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. <u>Proof of Insurance</u>. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. <u>Duty to Maintain Coverage</u>. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. <u>Insurance Trust.</u> If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.
- 13. Termination.
- a. <u>Termination for Convenience</u>. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. <u>Termination for Cause</u>. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. <u>Grantee Obligations upon Notice of Termination</u>. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. <u>Continuation of Prepaid Services.</u> If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. <u>Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement.</u> If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following nonexclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foresecable, within five days after the date Grantee first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

1

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.
- 19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

i.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. 21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the
 - convicted vendor list or the discriminatory vendor list:
 - <u>Public Entity Crime</u>. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. <u>Discriminatory Vendors</u>. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. <u>Notification</u>. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (\$50) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.
- 24. Scrutinized Companies.
- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

24 COMPANIES

Finding in this Approacht shall be construct or make dannes habt for appearant provide. Nothing in this Agreement, helfeding financial consequences for conjection angles, shift, doth Geparanara (dip) to parsue fits temedits for other types of the agree under the Agreement, is link or in equity. The forwardent may, in andition is educated structure types of the agree under the Agreement, is link or in equity. The forwardent may, in andition is educated structure types of the agree under the Agreement, is for you, and the forwardent may, in another the for the astrony be non-example, and the theory of the forwardent pendifier, the is and the forwardent by or against the Structure as may be non-example, and the forwardent for link grouped pendifier, the is and the forwardent by or against the St. Waiver.

. The John of this is shown as to correct or at the one of the fights and could also be more that and not constitute of the light of this is the prime of the prime of the constraint of the fights, not shall only shigh of partial constitute of the light practices any estimate the best decreases that on the provider of any shigh of partial constitutes

22. Simmer Source Achibag to Communities Amplegrasheand Endrogenation

 One Department of the Constant of early synery as any Generge of manifesteed them, a clotation of Section 548(b) of the interpretient of Nationality Act. If General shouth not harwardly learning maniforized frens. (early colored soft) in a constant matchater of the Agreement The General support the definition and soft in a constant matchater of the Agreement The General support of the second provision and the science attracts with private pregament in science is a result of the equation to the fielding the provision and SET. B. C. Statical of the weight entropy to part of the equation.
 B. Pressent to Sections 107–157, and 1877. B. C. Statical of the weight of apply to part on the

- point sumption of the contraction of the state of the s

- 6. (1982) Lip pr. C. Dergo, A. Dergo, or oblifting who has been proved on the descripted worder. (18) (1994) Lip pr. C. Deg. A. Dergo, or oblifting who has been provided by a combination of provident of a public control without the public control of the matrix of the provident of the provident of a public control of the construction of the provident of the p
- ii. <u>A second out of a second second second second second out the discondencer you de new decomposition a second secon</u>
- iii. Notification. The scenare shall which Depretores at a court of its suppliers, subcrumences, or consultants have been also a die convioust vender fat or the discriminatory vesitor flat during the first of the systemets. The Flecida Dispertment of Miensgemant bervices is responsible for maintaining the discriminanty vesice list in dipose me for an its weight. Questions regarding the discriminations which that may be directed in the Florida Department of Miensgemant Sarvices. Other of Supplier Diversion at 8, 0, 437-0915.

25. Compliance with Foderal, Buile and Local Lasse. .

- 3 no Grange and all its agains and corput with all fold all state and have regulated as, higheding, but not indied to mentisationization, wages, applies countify, someans, compensation, Reensey, and regulation requirements. The chamter shall include into periodic in all subray news beard as a result of the Agreement.
- No putson, ou the group de receil coros, coust, congred confident origin, age, gender, or discriftly, shalle be meinded from participation in so denied the proceed, or bearfits on or to otherwise subjected to discrimination in genomine of this Agregation.
- c) This Agreement shall be proverted by and concerned in accordance of the large of the Sumeon Florida.
- 4. Any disputs concerning nerformings of the Agnoss set suff for concerned of develor barishiphin for any disputs anxiog maler the come of the Agnosmalis will be in the courte of the case and some will be justified Second dadiated Chentic in and for been control. Hough as officiend provided by law, the parties agree to be responsible for their own attorney. Been formed in connection with disputes officing under the torust of this Agnosted.

24. berusbises Camponies.

 Grantes partities much is you on Son unixed Computies this Depend from the an engegrad in a boycour of Israel. Purgare to Society 2.87 105–105, the Department may interchatery numberedais Agreement at its sole.

多1元1) 多1元1)

BS41 AV 1976

option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

- a. <u>Inspector General</u>. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. <u>Physical Access and Inspection</u>. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. <u>Special Audit Requirements.</u> The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https://apps.fldfs.com/fsaa.

- d. <u>Proof of Transactions.</u> In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. <u>No Commingling of Funds.</u> The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement. **34.** Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Terms and Conditions AGREEMENT NO. A1014

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Taylor County Sports Complex Phase 6. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. <u>Reimbursement Period</u>. The reimbursement period for this Agreement begins the first day of the fiscal year for in which this Agreement was entered into, through the Date of Expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. <u>Compensation</u>. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final delivereable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	<u>Match</u>	Category
		Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
	_	a. Fringe Benefits, which shall be calculated at the rate of 40% of
×		direct salaries.
8		b. Indirect Costs, which shall be calculated at the rate of 15% of direct
		costs.
\boxtimes		Contractual (Subcontractors)
G		Travel, in accordance with Section 112, F.S.
		Equipment
		Rental/Lease of Equipment
×		Miscellaneous/Other Expenses
		Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

<u>Required Coverage</u>. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

- <u>Commercial Automobile Insurance.</u>
 If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:
 \$200,000/300,000
 Automobile Liability for Company-Owned Vehicles, if applicable Hired and Non-owned Automobile Liability Coverage
- c. <u>Workers' Compensation and Employer's Liability Coverage.</u> The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms. None.

ATTACHMENT 3 GRANT WORK PLAN FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) Project Name: Taylor County Sports Complex Phase 6 Grantee Name: Taylor County FRDAP Project # A21014

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 1685 N US 19, Perry, FL 32347 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(b), F.A.C.

Retroactive Project.

This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2023.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$200,000.00
Required Grantee Match Amount:	\$0 - REDI WAIVER
Total Estimated Project Cost:	\$200,000.00
Match Ratio:	0%

DEP Agreement No.: A1014, Attachment 3, Page 1 of 6 FRDAP_FY18-19

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
 TASK 1 I.A. Development of Commencement Documentation Checklist (DRP-107)¹. I.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). 	 DELIVERABLE 1 The Department will issue "Notice to Commence" upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. The Citation Econometer Last here inued. 	180 calendar days after Execution of Agreement ²	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
 TASK 2 2.A. Development of Primary and Support Project Elements, which includes: New security lighting and landscaping with native vegetation. Renovate playground, baseball fields, exercise trail, pienic facility, adult outdoor fitness station. 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109). 	 DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant 	Due April 30, 2023, which shall also be the Project Completion Date ³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

DEP Agreement No.: A1014, Attachment 3, Page 2 of 6 FRDAP_FV18-19

Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.	

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a single payment request on Exhibit C. Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

- 1. FRDAP documentation is available at <u>pups</u>. <u>Portdadep gov landsland-non-reorgal n-gripts content indepassistance</u> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
- 2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
- 3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

DEP Agreement No.: A1014, Attachment 3, Page 3 of 6 $\ensuremath{\mathsf{FRDAP_FY18-19}}$

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Public Records Requirements

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.
- 2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable. For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:
- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone:	(850) 245-2118
Email:	public.services@floridadep.gov
Mailing Address:	Department of Environmental Protection
	ATTN: Office of Ombudsman and Public Services
	Public Records Request
	3900 Commonwealth Boulevard, MS 49
	Tallahassee, Florida 32399

Attachment 4 1 of 1

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Audit Requirements (State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement) to the recipient (which may be referred to as the "Recipient", "Grantee" or other name in the agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

- 1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or programspecific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
- 2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
- 3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit mist be paid from recipient resources obtained from other federal entities.
- 4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <u>www.cfda.gov</u>

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <u>https://apps.ildfs.com/fsaa</u> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <u>http://www.ilgistate.fl.as.Welcome.index.cfm</u>, State of Florida's website at <u>http://www.mytlorida.com</u>, Department of Financial Services' Website at <u>http://www.fldfs.com.</u>and the Auditor General's Website at <u>http://www.mytlorida.com</u>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

- 1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient <u>directly</u> to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <u>http://harvester.census.gov/facweb.</u>

- 2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
 - A. The Department of Environmental Protection at one of the following addresses:

By Mail: Audit Director Florida Department of Environmental Protection Office of Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically: FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (<u>http://faud..or/gov</u>) provides instructions for filing an electronic copy of a financial reporting package.

 Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director Florida Department of Environmental Protection Office of Inspector General, MS 40 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000

Electronically: //DEPSingleAcditing.cepistate/Trans

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT - I

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resou	rces Awarded to the Recipi	ent Pursuant to th	is Agreement Consist of the Following:		
Federal Program	Federal Agency	CFDA Number	CFDA Title	Eurodian Amount	State Appropriation
	redenal Agency	Number	CrDA True	Funding Amount \$	Category
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program	n, list applicable compliance requirements for each federal program in
the same manner as shown below:	

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Attachment 5, Exhibit 1 5 of 6

BG8-DEP 55-215 Revised 7/2019

.

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resource	tate Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program					State Appropriation	
A	Federal Agency	CFDA	CFDA Title	Funding Amount	Category	
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category	

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State				CSFA Title		State
Program		State	CSFA	or		Appropriation
Α	State Awarding Agency	Fiscal Year ¹	Number	Funding Source Description	Funding Amount	Category
Original Agreement	General Appropriations Act Line Item 1728 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Florida Forever Trust Fund	2020-2021	37.017	Florida Recreation Development Assistance Program	\$ 200,000.00	140002

Total Award \$ 200,000.00

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://doi.org/like.com/fsaa/searzmCatalog.aspx], and State Projects Compliance Supplement [https://apps.life.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

Attachment 5, Exhibit 1 6 of 6

BGS-DEP 55-215 Revised 7/2019

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PROGRAM SPECIFIC REQUIREMENTS

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <u>https://floridadep.gc//lands/https/content/scontent/bdap-assistance</u>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. In addition to the Checklist items, the Grantee shall submit a copy of all executed subcontracts to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. The Grantee SHALL NOT proceed until the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. The Grantee may alter a conceptual site plan only after written approval by the Department.

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue a "Notice to Commence."

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement. known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

- 6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:
- a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

- i. <u>Pre-Agreement Expenses</u>. Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
- 7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. <u>Project Costs</u>. The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- <u>Cost Limits</u>. Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
- 8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. <u>Annual Appropriation Contingency</u>. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.

9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

- a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <u>https://floridadep.gov/parks/florida-scorpoutdoor-recreation-florida</u> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<u>https://floridadep.gov/parks/florida-outdoor-recreation-inventory</u>).
- 10. Site Dedication.
- a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.

b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. <u>Site Inspections</u>. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. <u>Non-Compliance</u>. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. <u>Public Accessibility</u>. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. <u>Entrance Fees</u>. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. <u>Native Plantings</u>. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.

and the



Florida Department of Environmental Protection

Exhibit A Land and Water Conservation Fund Program Florida Recreation Development Assistance Program Project Status Report

Required Signatures: Addite Signature

Project Number:

Project Sponsor: _____

Project Name: ____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities). PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

DRP-109 (Effective 05-22-2015)

Page 1 of 2

SUPPORT FACILITIES/ELEMENTS:

Work Accomplished	% Completed
and the second	
	Work Accomplished

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

January through April: May through August: September through December: Due May 5th Due September 5th Due January 5th

LIAISON:

Signature DRP-109 (Effective 05-22-2015) Date

Page 2 of 2

Shawne Beach, CFA Taylor County, FL

ATTACHMENT C - TAYLOR COUNTY SPORTS COMPLEX



100

TAYL	OR COUNTY BOARD OF COMMISSIONERS
	County Commission Agenda Item
	Board to approve, execute, and record the Notice Of Site Dedication And Limitation Of Use required for the financial assistance received from Florida Department of Environmental Protection (FDEP) - Florida Recreation Development Assistance Program (FRDAP) for improvements at Taylor County Sports Complex- FRDAP Project Number A1014.
MEETING DATE REC	QUESTED: June 21, 2022
Statement of Issue:	Board to approve, execute, and record the Notice Of Site Dedication And Limitation Of Use for funding assistance received for improvements to Taylor County Sports Complex (Project Number A1014). The Notice Of Site Dedication is required to close out the current open grant for the recent improvements made at the Sports Complex. The County is not eligible to apply for another grant until the current grant is closed out.
Recommended Actio	on: Approve, execute, and record the Notice Of Site Dedication And Limitation Of Use
Fiscal Impact:	The County will be requesting reimbursement in the amount of \$199,997 on the open grant. The maximum allowable reimbursement amount was \$200,000. The County is not eligible to apply for another FRDAP grant until the open grant is closed out. No match was required from the County on this project. The County requested and received a waiver of match through the Rural Economic Development Initiative (REDI) waiver.
Budgeted Expense:	Y/N This grant was included in the 2021-2022 budget.
Submitted By:	Melody Cox. Grants Writer
Contact:	Melody Cox
<u>S</u>	JPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts & Issu	ies: The County was awarded a grant for improvements at Taylor County Sports Complex in the amount of \$200,000. The improvements included installation of batting cages, playground shade covering, repaving of trail in areas which were in disrepair, security lighting, installation of a picnic table on concrete pad near the paved walking trail,

native landscaping, and adult outdoor fitness equipment. The County had until February 28, 2023 to complete the project per the terms of the grant agreement but completed the project as quickly as possible to be eligible to submit an application for the 2022-2023 FRDAP funding cycle. This was the fifth FRDAP grant the County has been awarded for the Sports Complex.

Attachments:

Notice Of Site Dedication And Limitation Of Use. Standard Grant Agreement



Florida Department of Environmental Protection

EXHIBIT C PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

Date:	
Grantee	Project Name and Number
Billing Period:	Billing #:
DEP Division:	DEP Program:

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (% of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

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 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

June 21, 2022

Please accept this letter of support for the City of Perry grant application for infrastructure improvements. This grant would provide funding for a Gas Modernization Project that would not only replace leak prone pipe but should also improve the safety and efficiency of the natural gas system.

The project is expected to provide long term economic and environmental benefits to the City of Perry. These benefits would include lower cost energy for County institutions, citizens of Taylor County and also would offer a lower cost energy source for business and industry not only now and in the future.

The Taylor County Board of County Commissioners supports the grant application for a Gas Modernization Project for the City of Perry.

Sincerely,

Semple omas Thomas Demps

Thomas Demp Chairperson

LaWanda Pemberton

From:	pstaffney@cityofperry.net
Sent:	Wednesday, May 25, 2022 11:53 AM
То:	LaWanda Pemberton; 'Taylor County Development Authority'; 'Dawn Taylor'
Subject:	City needs letter of support

We are seeking a grant for infrastructure improvements. 'Gas Modernization Project' that will replace leak prone pipe and improve the safety and efficiency of the natural gas system. The project is expected to provide long term economic and environmental benefits to the City of Perry. Some aspects for your letter of support may include low cost energy for your institutions, our citizens, and offers a low cost energy source for business and industry now and prospects for the future.

No emergency on getting this back but next few weeks should be fine, have a great weekend

Penny Staffney Finance Director, City of Perry 850-584-7161 x115

TAY	LOR COUNTY BOARD OF COMMISSIONERS
	County Commission Agenda Item
SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF DRAFT LETTER OF SUPPORT AS REQUESTED BY THE CITY OF PERRY.
MEETING DATE RE	QUESTED: JUNE 21, 2022
Statement of Issue	TO PROVIDE LETTER OF SUPPORT FOR GRANT APPLICATION.
Recommended Act	ion: APPROVE
Fiscal Impact:	N/A
Budgeted Expense	: N/A
Submitted By:	LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
Contact:	850-838-3500 EXT. 6
5	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts & Iss	sues:
Options:	APPROVE/ NOT APPROVE
Attachments:	DRAFT LETTER



DocuSign Envelope ID: 3DBC9BC3-03BE-425B-B982-C68BF6BAA65E7 "Culture and Consumer Services Division of Administration

CONTRACT AMENDMENT

Please Respond To: Florida Forest Service Forest Protection Bureau 3125 Conner Blvd., Room 290 Tallahassee, FL 32399-1650

Page 1 of 2

May 26, 2022

Taylor County BOCC 201 E. Green Street Perry, Florida 32347

RE: Amendment of Contract # 1271 dated 07/01/88.

This letter, upon execution by both parties and attachment to the original contract shall serve to amend said contract. The contract shall be amended as follows:

This letter, upon execution by both parties and attachment to the original contract shall serve to amend said contract. The contract shall be amended as follows: Paragraphs 1 & 2, are amended as follows:

FROM

1. The Department shall provide fire protection for 552,486 acres of forest and wildlands within County.

2. The County shall, under the terms of this agreement; pay to the Department annually as its share of the cost of providing such fire protection, \$38,674.02, said receipts to be deposited as prescribed by Florida Statute.

TO

1. The Department shall provide fire protection for 520,571 acres of forest and wildlands within County.

2. The County shall, under the terms of this agreement; pay to the Department annually as its share of the cost of providing such fire protection, \$36,439.97, said receipts to be deposited as prescribed by Florida Statute.

NO OTHER PROVISIONS OF THIS CONTRACT ARE AMENDED OR OTHERWISE ALTERED BY THIS AMENDMENT.



DocuSign Envelope ID: 3DBC9BC3-03BE-425B-B982-C6BF6BAA65E7 Julture and Consumer Services Division of Administration



CONTRACT AMENDMENT

Course Donice Joey B. Hicks **Director of Administration** Department of Agriculture and Consumer Services

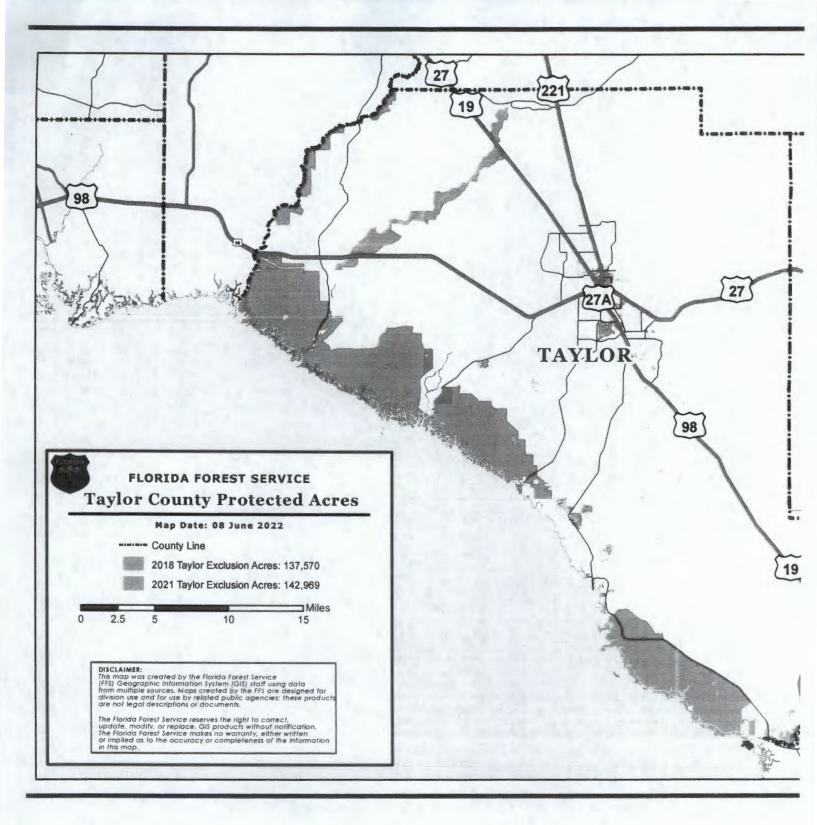
5/31/2022

(Date)

(Signature) Chair (Title)

(Company) occ 6.21.2022 (Date) .





	(25)
	TAYLOR COUNTY BOARD OF COMMISSIONERS
ALL CARACTERS OF	County Commission Agenda Item
SUBJECT/TITL	
Meeting Date:	6/6/2022 06/21/2022
Statement of Is	sue:Fire Protection Amendment reduction
Recommendation	
Fiscal Impact: Submitted By:	\$ 36,439.97 Budgeted Expense: Yes No N/A X Jack Smith
Contact:	Jack.Smith@FDACS.gov
History, Facts &	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS & Issues: This new Contract is a reduction of \$2,234.05 from last year
Options:	1
Attachments:	2
Attachiments:	1 2

	А		В	С
1		PRO	DPOSED BUDGET	
2			2022-2023	
3	Water - Residential	\$	810,000.00	
4	Water - Commerical	\$	100,000.00	
5	WW - Residential	\$	300,000.00	
6	WW - Commerical	\$	70,000.00	
7	Late Fees (W)	\$	11,000.00	
8	late Fees (W W)	\$	3,200.00	
9	New Installation (W)	\$	40,000.00	
10	New Installation (WW)	\$	300,000.00	
11	Pipeline Reserve	\$	60,000.00	
12	AMR	\$	20,000.00	
13	Reconnects	\$	27,000.00	
14				
15	TOTAL CHARGES FOR SERVICES	\$	1,741,200.00	
16				
17	NSF FEES	\$	263.00	
18	Credit Card Fees	\$	4,000.00	
19	Interest Income	\$	2,000.00	
20	Miscellaneous Income	\$	3,000.00	
21				
22	TOTAL OTHER OPERATING REVENUE	\$	9,263.00	
23				
24				
25				
26				
27	TOTAL OPERATING REVENUE	\$	1,750,463.00	
28				
29	"THE PROPOSED RATES ARE UNCHANGED	FROM THE PR	IOR YEAR'S BUDGET."	
30				
31				
32				
L				

	A	В	С
33		PROPOSED BUDGET	
34		2022-2023	
35	PERSONAL SERVICES		
36	Salary - General Manager	\$ 75,000.00	
37	Salary - Accounting	\$ 40,000.00	
38	Salary - Clerical	\$ 43,000.00	
39	Salary - Operators-Water	\$ 90,000.00	
40	Salary - Field-Water	\$ 150,000.00	
41	Overtime-Field Water	\$ 9,000.00	
42	Salary Sewer Field	\$ 40,000.00	
43	Overtime-Field- Sewer	\$ 8,000.00	
44	General Manager Travel	\$ 9,000.00	
45	FICA Taxes	\$ 27,000.00	
46	Workers Comp	\$ 12,000.00	
47	Retirement	\$ 35,000.00	
48	Employee Health & Life	\$ 80,000.00	
49	State Unemployment Taxes	\$ 3,000.00	
50	TOTAL PERSONAL SERVICES	\$ 621,000.00	
51			
52	DIRECT OPERATING EXPENSE		
53	Plant Chemicals (W)	\$ 40,000.00	
54	Plant Chemicals (WW)	\$ 25,000.00	
55	Plant Supplies	\$ 5,000.00	
56	Repair/Maintenance Plant (W)	\$ 120,000.00	
57	Repair/Maintenance Plant (WW)	\$ 90,000.00	
58	Capital Improve-Water/Wastewater-Contract	\$ 250,000.00	
59	Utilities - Plant	\$ 50,000.00	
60	Utilities - Waste Water Plant	\$ 25,000.00	
	Utilities - Lift Stations	\$ 15,000.00	
62	Water / Sewer Testing	\$ 20,000.00	
63	TOTAL DIRECT OPERATING EXPENSE	\$ 640,000.00	
64			
65			

А		В	С
66	PRO	POSED 2022-2023	
67 INDIRECT OPERATING EXPENSE			
68 Advertising	\$	1,500.00	
69 Audit	\$	33,000.00	
70 Legal	\$	25,000.00	
71 Bad Debt / Write off Uncollectible)	\$	2,310.00	
72 Auto	\$	12,000.00	
73 Bank Service Charges	\$	600.00	
74 Computer Support	\$	10,000.00	
75 Credit Card Services	\$	3,000.00	
76 Dues & Subscriptions	\$	1,000.00	
77 Education	\$	200.00	
78 Garbage Collection	\$	1,500.00	
79 Generator Diesel	\$	2,350.00	
80 General Liability Insurance	\$	50,000.00	
81 Office/Computer Supplies	\$	5,000.00	
82 License/Fees	\$	2,000.00	
83 Photocopy	\$	3,600.00	
84 Postage	\$	8,200.00	
85 Telephone	\$	7,000.00	
86 Cell	\$	3,000.00	
87 Utility Locate	\$	500.00	
88 Travel	\$	1,300.00	
89 Miscellaneous	\$	1,200.00	
90 Capital Outlay	\$	75,000.00	
91			
92 TOTAL INDIRECT OPERATING EXPENSE	\$	249,260.00	
93			
94 TOTAL OPERATING EXPENSE	\$	1,510,260.00	
95			
96 OPERATING INCOME/LOSS	\$	240,203.00	
97		POSED BUDGET	
98		2022-2023	

A		В	С
99 NON/OPERATING INCOME & EXPENSE			
100 Accrual Interest	\$	(75,000.00)	
101 Grant Income			
102 Capital Improvement Water			
103 Capital Improvement WW Existing Line			
104 Grant Expense			
105 Note Principal Reduction			
106 Service Fees			
107 TOTAL NON/OPERATING EXPENSE			
108			
109			
110			
111 CASH TO ACCURAL ADJUSTMENT			
112 Depreciation Expense Water			
113 Depreciation Expense WasteWater			
114 Principal Reduction			
115			
116 TOTAL ACCRUAL ADJUSTMENT	\$	-	
117			
118			
119 TOTAL GAIN/LOSS	\$	240,203.00	
120			
121			
122 "THE PROPOSED RATES ARE UNCHANGED I	ROM THE PRI	OR YEAR'S BUDGET."	

TAYLOR COUN	TY BOARD OF COMMISSIONERS
Coun	ty Commission Agenda Item
SUBJECT/TITLE:	
THE REPORT OF TH	

Statement of Issue:

Recommended Action:

Consideration and Approval of Big Bend Water Authority Proposed Budget for 2022-2023

Fiscal Impact:

Budgeted Expense:

Submitted By: Laura Valentine

Contact: Mark Reblin/presented by Mark Reblin

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: BBWA Budget 2022-2023

Options:

Attachments: Proposed Budget 2022-2023



TAYLOR COUNTY SPORTS COMPLEX

Venue Rental Packet

Rental Fees & Policies

JAMIE ENGLISH District 1 JIM MOODY District 2 MICHAEL NEWMAN District 3

TAYLOR COUNTY

BOARD OF COUNTY COMMISSIONERS

PAM FEAGLE District 4 THOMAS DEMPS

22

District 5



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

County Use Only	
Resident Non-Resident Verified: Date Paid	Returned Deposit Date
DEPOSIT Method of Payment: Check#Cash:Money Order	
RESERVATION Method of Payment: Check#Cash:Money Order	
Application is APPROVEDDENIEDAPPROVED WITH CONDITI	IONS
Date	
County Administrator	
Fee Waiver Requested :	

ł

	R COUNTY BOARD OF COMMISSIONERS County Commission Agenda Item
UBJECT/TITLE: THE	BOARD TO CONSIDER APPROVAL OF DRAFT SPORTS COMPLEX RENTAL PACKET.
IEETING DATE REQUE	STED: JUNE 21, 2022
tatement of Issue:	TO PROVIDE PRICING FOR TOURNAMENT/ FIELD RENTAL AT THE TAYLOR COUNTY SPORTS COMPLEX
ecommended Action:	APPROVE
iscal Impact:	TBD
	N/A
udgeted Expense:	
udgeted Expense: ubmitted By:	LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

22)

History, Facts & Issues: IN PREPARATION FOR FUTURE EVENTS AT THE SPORTS COMPLEX STAFF HAS PREPARED A DRAFT RENTAL AGREEMENT THAT INCLUDES PRICING FOR FIELD USAGE, LIGHTING, PERSONNEL FEES AND POLICIES. THE TAYLOR COUNTY RECREATION ADVISORY BOARD HAS APPROVED THE FEE SCHEDULE.

Options: APPROVE/ NOT APPROVE

1

Attachments: DRAFT RENTAL AGREEMENT