

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

PERRY, FLORIDA

TUESDAY, JULY 19, 2022

9:00 A.M.

201 E. GREEN STREET

TAYLOR COUNTY ADMINISTRATIVE COMPLEX

OLD POST OFFICE

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

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

A FULL BOARD BEING PRESENT.

COUNTY STAFF ATTENDED THE MEETING AS FOLLOWS:

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

COUNTY CONSTITUTIONAL OFFICERS ATTENDED THE MEETING AS FOLLOWS:

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

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

THE CHAIRMAN READ INSTRUCTIONS FOR CONFERENCE CALL-IN LINE.

3. APPROVAL OF AGENDA:

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

CONSENT ITEMS:

MOTION: TO APPROVE CONSENT ITEM NOS. FOUR (4) THROUGH EIGHT (8), AS FOLLOWS:

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

GENERAL REVENUE FUND 067970 THROUGH 068026 INCLUSIVE

ROAD AND BRIDGE FUND 5017366 THROUGH 5017377 INCLUSIVE

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

- 5. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE COUNTY ADMINISTRATOR’S SIGNATURE ON REVIZE WEB SERVICES SALES AGREEMENT, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.**
- 6. THE BOARD TO CONSIDER APPROVAL OF EXTENSION OF DEBRIS CONTRACT WITH CROWDER GULF DISASTER AND DEBRIS MANAGEMENT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.**
- 7. THE BOARD TO CONSIDER APPROVAL OF EXTENSION OF DISASTER MONITORING SERVICES CONTRACT WITH LANDFALL STRATEGIES, LLC, AS AGENDAED BY THE COUNTY ADMINISTRATOR ON BEHALF OF EMERGENCY MANAGEMENT.**
- 8. THE BOARD TO CONSIDER REQUEST TO TRANSFER FUNDS FROM GENERAL FUND RESERVES FOR CONTINGENCY FOR INMATE MEDICAL EXPENSES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.**

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: CHECK REGISTERS; REVIZE WEB SERVICES SALES AGREEMENT; DEBRIS MANAGEMENT SERVICE AGREEMENT WITH CROWDERGULF; DISASTER DEBRIS MONITORING SERVICES AGREEMENT WITH LANDFALL STRATEGIES LLC.

BIDS/PUBLIC HEARINGS:

9. THE BOARD TO HOLD THE SECOND OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO DISCUSS AND RECEIVE PUBLIC INPUT FOR THE POSSIBLE GRANT SUBMISSION TO THE 2023-2024 FUNDING CYCLE OF THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP).

DISCUSSION:

MELODY COX, GRANTS WRITER, MADE COMMENTS EXPLAINING THE GRANT SUBMISSION.

ALL PERSONS PRESENT WERE GIVEN THE OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING THE POSSIBLE GRANT SUBMISSION.

NO PERSONS PRESENT MADE ANY COMMENT WITH REGARDS TO THE POSSIBLE GRANT SUBMISSION, THEREFORE THE CHAIR CLOSED THE PUBLIC HEARING.

MOTION TO SUBMIT THE GRANT SUBMISSION, IN THE AMOUNT OF \$200,000, FOR PHASE 7 OF THE SPORTS COMPLEX PROJECT FOR THE CONSTRUCTION OF A NEW SOFTBALL FIELD AND ASSOCIATED AMENITIES IE: SECURITY LIGHTING, PARKING IMPROVEMENTS, PICNIC TABLES AND A NATURE KIOSK.

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

MOTION CARRIED BY UNANIMOUS VOTE.

10. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE RELATING TO THE COLLECTION OF SOLID WASTE IN TAYLOR COUNTY, FLORIDA.

DISCUSSION:

MOTION BY COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, TO AUTHORIZE THE COUNTY ATTORNEY TO READ THE PROPOSED ORDINANCE BY TITLE.

COUNTY ADMINISTRATOR – THIS ORDINANCE REPEALS THE CURRENT SOLID WASTE ORDINANCES. WE ARE STARTING OVER WITH SOLID WASTE ASSESSMENT RATES.

COUNTY ATTORNEY – THE RATES WILL BE SET BY RESOLUTION AT A LATER DATE.

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

NO PERSONS PRESENT MADE ANY COMMENT WITH REGARDS TO THE PROPOSED SOLID WASTE ORDINANCE, THEREFORE THE CHAIR CLOSED THE PUBLIC HEARING.

MOTION TO ADOPT COUNTY ORDINANCE NO. 2022-06.

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

MOTION CARRIED BY A 4-1 VOTE.

ATTACHMENT: COUNTY ORDINANCE NO. 2022-06.

11. THE BOARD TO RECEIVE BIDS FOR TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES, SET FOR THIS DATE AT 9:10 A.M., OR AS SOON THEREAFTER AS POSSIBLE.

THE FOLLOWING BIDS WERE RECEIVED:

- | | | |
|----|------------------------|--------------------------|
| 1. | T & N LAWN MASTERS LLC | MOW \$17,193.50 ANNUALLY |
| | CRAWFORDVILLE, FL | FERTILIZER \$600/TON |
| 2. | A & R LEE SERVICES LLC | MOW \$18,312.00 ANNUALLY |
| | PERRY, FL | FERTILIZER \$175/ACRE |

KENNTN DUDLEY, HANK EVANS AND SCOTT KNIGHT WERE APPOINTED AS A BID COMMITTEE TO STUDY THE BIDS RECEIVED AND TO MAKE A RECOMMENDATION TO THE BOARD AT A LATER DATE.

SAID BIDS BEING ON FILE IN THE CLERK’S OFFICE.

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

12. THE BOARD TO RECEIVE BIDS FOR THE SALE OF COUNTY-OWNED PROPERTY LOCATED IN KEATON BEACH, FL., SET FOR THIS DATE AT 9:15 A.M., OR AS SOON THEREAFTER AS POSSIBLE.

DISCUSSION:

NO BIDS RECEIVED.

COMMISSIONER MOODY – I WOULD LIKE TO SEE IT RE-ADVERTISED WITHOUT THE MINIMUM BID.

COMMISSIONER NEWMAN – I DON'T THINK WE SHOULD TAKE LESS THAN APPRAISED VALUE. I THINK THERE IS A GREATER VALUE TO THE PUBLIC THAN TAXES RECEIVED.

MOTION TO RE-ADVERTISE KEATON BEACH PARCEL, TO RECEIVE BIDS WITHOUT A MINIMUM BID AND TO RESERVE THE RIGHT TO REJECT ANY AND ALL BIDS RECEIVED.

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

MOTION CARRIED BY A 3-2 VOTE.

MOTION TO NOTIFY ADJACENT LANDOWNERS, PER STATUTES.

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

MOTION CARRIED BY A 4-1 VOTE.

PUBLIC REQUESTS

- 13. LISA BRETZ, EXECUTIVE DIRECTOR, TAYLOR COUNTY SENIOR CITIZENS CENTER, TO APPEAR TO DISCUSS CLARIFICATION OF FUNDING ISSUES PRESENTED AT THE JUNE 21, 2022 COMMISSION MEETING.**

DISCUSSION:

LISA BRETZ APPEARED TO EXPLAIN FUNDING FROM AREA AGENCY ON AGING FOR NORTH FLORIDA. MS. BRETZ WENT OVER FUNDING CHART FOR TAYLOR SENIOR CITIZENS CENTER. BY THE END OF THE YEAR, THE SENIOR CITIZENS CENTER WILL HAVE TO TURN PEOPLE AWAY, IF THEY DO NOT RECEIVE ADDITIONAL FUNDING. THEY ALSO HAVE MAINTENANCE NEEDS. THEY NEED \$7,500 TO FUND EXISTING MEALS AND AN ADDITIONAL \$33,000 A YEAR FOR GRANT MATCHING.

NO ACTION BY THE BOARD THIS DATE.

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

COUNTY ADMINISTRATOR ITEMS:

- 14. THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM SOLID WASTE RESERVES, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.**

MOTION TO APPROVE BUDGET TRANSFER FROM SOLID WASTE RESERVES, IN THE AMOUNT OF \$69,000, TO COVER TIPPING FEES.

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

MOTION CARRIED BY UNANIMOUS VOTE.

15. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT WITH DISTRICT 2 MEDICAL EXAMINER, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

HISTORY: IN JANUARY, 2022 THE COUNTY WAS NOTIFIED OF THE UPCOMING RETIREMENT OF CHIEF MEDICAL EXAMINER, DAVID STEWART, M.D. IN JUNE, 2022, THE COUNTY RECEIVED INFORMATION STATING THAT THE SEARCH COMMITTEE HAD VOTED TO TEMPORARILY RETAIN THE SERVICES OF JONATHON THOGMARTIN, M.D., TO ASSUME THE RESPONSIBILITIES OF CHIEF MEDICAL EXAMINER. THAT ALL COUNTIES WITHIN THE DISTRICT MUST CONTRACT INDIVIDUALLY WITH DR. THOGMARTIN.

FEE SCHEDULE IS COMPARABLE TO THE PROPOSED FEE SCHEDULE FROM DR. STEWART AND THERE SHOULD BE NO INTERRUPTIN OF SERVICES.

MOTION TO APPROVE THE AGREEMENT BETWEEN TAYLOR COUNTY AND DISTRICT 2 SUBSTITUTE MEDICAL EXAMINER, JON R THOGMARTIN, M.D.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: AGREEMENT WITH SUBSTITUTE DISTRICT 2 MEDICAL EXAMINER

16. THE BOARD TO CONSIDER AMENDMENT OF TAYLOR COUNTY CODE 74-4 GOLF CARTS ON CERTAIN ROADS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

DISCUSSION:

COUNTY ADMINISTRATOR – THE COUNTY ENGINEER PREVIOUSLY ASKED ABOUT ALLOWING GOLF CARTS ON 1ST. AVENUE IN STEINHATCHEE. I’M ASKING THE BOARD TO APPROVE GOLF CARTS ON ALL COUNTY MAINTAINED ROADS IN STEINHATCHEE, WITH SPEED LIMITS OF 25 MPH OR LESS.

MOTION TO AUTHORIZE THE COUNTY ATTORNEY TO AMEND THE COUNTY’S GOLF CART ORDINANCE TO ALLOW GOLF CARTS ON ALL COUNTY MAINTAINED ROADS IN STEINHATCHEE, WITH A SPEED LIMIT OF 25 MPH OR LESS.

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

MOTION CARRIED BY UNANIMOUS VOTE.

17. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

NONE

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

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

NONE

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

19. BOARD INFORMATIONAL ITEMS:

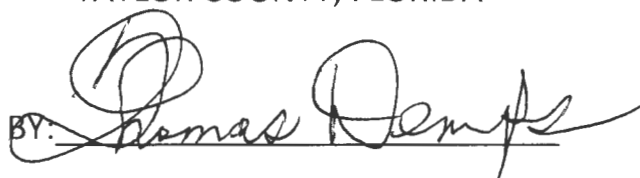
COMMISSIONER FEAGLE – I WOULD LIKE TO SEE THE BOARD ADOPT A PROCLAMATION TO THE FIREFIGHTER THAT SAVED HIS SISTER FROM THE SHARK ATTACK.

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

THE HOUR BEING APPROXIMATELY 10:53 A.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER ENGLISH MADE A MOTION, WITH SECOND BY COMMISSIONER MOODY, TO ADJOURN. THE MOTION PASSED BY UNANIMOUS VOTE, SUBJECT TO CALL.


BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY: 

THOMAS DEMPS, Chair

ATTEST:

BY: 
GARY KNOWLES, Clerk

SUNGARD PENTAMATION, INC.
DATE: 07/25/2022
TIME: 08:32:24

TAYLOR COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.check_no between '67970' and '68026'
ACCOUNTING PERIOD: 10/22

FUND - 151 - SMALL COUNTY SALES SURTAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67988	07/20/22	7517 CENTURY AMBULANCE SERVIC	1506	MO. SUBSIDY 08/22	0.00	68,086.00
TOTAL CASH ACCOUNT						0.00	68,086.00
TOTAL FUND						0.00	68,086.00

(1)

SUNGARD PENTAMATION, INC.
 DATE: 07/25/2022
 TIME: 08:32:24

TAYLOR COUNTY BOARD OF COMMISSIONERS
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '67970' and '68026'
 ACCOUNTING PERIOD: 10/22

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67970	07/15/22	002928	AFLAC	001	DED:1505 AFLAC	0.00	241.96
1011010	67970	07/15/22	002928	AFLAC	001	DED:1506 AFLAC-PT	0.00	806.43
TOTAL CHECK							0.00	1,048.39
1011010	67971	07/15/22	5760	AMERICAN GENERAL LIFE &	001	DED:1451 AIG LIFE	0.00	57.06
1011010	67971	07/15/22	5760	AMERICAN GENERAL LIFE &	001	DED:1450 AIG LIFE	0.00	57.07
TOTAL CHECK							0.00	114.13
1011010	67972	07/15/22	7353	BCC GENERAL FUND - DENTA	001	DED:1712 DENTAL	0.00	25.60
1011010	67972	07/15/22	7353	BCC GENERAL FUND - DENTA	001	DED:1718 DENTAL	0.00	51.23
1011010	67972	07/15/22	7353	BCC GENERAL FUND - DENTA	001	DED:1706 DENTAL-PT	0.00	74.64
1011010	67972	07/15/22	7353	BCC GENERAL FUND - DENTA	001	DED:1704 DENTAL-PT	0.00	307.20
1011010	67972	07/15/22	7353	BCC GENERAL FUND - DENTA	001	DED:1705 DENTAL-PT	0.00	307.32
1011010	67972	07/15/22	7353	BCC GENERAL FUND - DENTA	001	DED:1700 DENTAL-PT	0.00	307.44
1011010	67972	07/15/22	7353	BCC GENERAL FUND - DENTA	001	DED:1701 DENTAL-PT	0.00	307.44
1011010	67972	07/15/22	7353	BCC GENERAL FUND - DENTA	001	DED:1703 DENTAL-PT	0.00	359.94
1011010	67972	07/15/22	7353	BCC GENERAL FUND - DENTA	001	BRYANT	0.00	51.23
1011010	67972	07/15/22	7353	BCC GENERAL FUND - DENTA	001	LEVERETTE	0.00	25.61
1011010	67972	07/15/22	7353	BCC GENERAL FUND - DENTA	001	M. PAGE	0.00	51.23
1011010	67972	07/15/22	7353	BCC GENERAL FUND - DENTA	001	WILLIAMS	0.00	51.23
1011010	67972	07/15/22	7353	BCC GENERAL FUND - DENTA	001	DED:1707 DENTAL-PT	0.00	359.94
1011010	67972	07/15/22	7353	BCC GENERAL FUND - DENTA	001	DED:1708 DENTAL	0.00	25.62
1011010	67972	07/15/22	7353	BCC GENERAL FUND - DENTA	001	DED:1702 DENTAL-PT	0.00	74.64
TOTAL CHECK							0.00	2,380.31
1011010	67973	07/15/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1100 HEALTH	0.00	14,205.00
1011010	67973	07/15/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1103 HEALTH	0.00	58,377.75
1011010	67973	07/15/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1111 HEALTH	0.00	56.87
1011010	67973	07/15/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1105 HEALTH-PT	0.00	454.96
1011010	67973	07/15/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1106 HEALTH-PT	0.00	886.14
1011010	67973	07/15/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1104 HEALTH-PT	0.00	1,271.48
1011010	67973	07/15/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1114 HEALTH	0.00	56.87
1011010	67973	07/15/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1125 HEALTH	0.00	181.64
1011010	67973	07/15/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1108 HEALTH-PT	0.00	454.96
1011010	67973	07/15/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1109 HEALTH-PT	0.00	886.14
1011010	67973	07/15/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1107 HEALTH-PT	0.00	1,271.48
1011010	67973	07/15/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1101 HEALTH	0.00	5,000.94
1011010	67973	07/15/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1102 HEALTH	0.00	7,614.96
TOTAL CHECK							0.00	90,719.19
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	0110	COUNTY ADMIN	0.00	0.30
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	BRYANT	0.00	4.44
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	CARTER	0.00	2.39
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	EVANS	0.00	1.60
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	GREENE	0.00	2.39
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	HAWKINS	0.00	3.41
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	HAYDEN	0.00	4.44
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	LEVERETTE	0.00	1.52
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	LEVINGSTON	0.00	3.41
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	MANN	0.00	4.44
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	PADGETT	0.00	2.28
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	M. PAGE	0.00	2.39

SUNGARD PENTAMATION, INC.
 DATE: 07/25/2022
 TIME: 08:32:24

TAYLOR COUNTY BOARD OF COMMISSIONERS
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '67970' and '68026'
 ACCOUNTING PERIOD: 10/22

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	T.PAGE	0.00	6.83
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	PARKER	0.00	3.41
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	ROSS	0.00	3.41
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	C.SADLER	0.00	4.44
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	E.SADLER	0.00	2.28
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	TAYLOR	0.00	6.83
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	WHIDDON	0.00	6.83
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	WILLIAMS	0.00	0.53
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	WOODS	0.00	0.53
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1408 DEP LIFE	0.00	10.50
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1403 LIFE INS.	0.00	12.88
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1407 LIFE INS.	0.00	64.50
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	OED:1409 VOL LIFE	0.00	354.35
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1402 LIFE INS.	0.00	374.95
1011010	67974	07/15/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1409 VOL LIFE	0.00	354.35
TOTAL CHECK							0.00	1,239.63
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	BRYANT	0.00	11.91
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	HAYDEN	0.00	5.95
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	TAYLOR	0.00	5.95
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	ROSS	0.00	11.91
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	WHIDDON	0.00	5.95
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	DED:1306 VISION	0.00	2.97
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	DED:1311 VISION PT	0.00	6.29
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	DED:1307 VISION	0.00	11.91
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	DED:1303 VISION-PT	0.00	48.15
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	DED:1309 VISION PT	0.00	65.45
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	DED:1302 VISION-PT	0.00	68.31
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	DED:1305 VISION	0.00	2.98
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	DED:1310 VISION PT	0.00	6.30
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	DED:1301 VISION-PT	0.00	48.20
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	DED:1308 VISION PT	0.00	65.56
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	DED:1300 VISION-PT	0.00	68.54
1011010	67975	07/15/22	7352	BCC GENERAL FUND-VISION	001	PAGE	0.00	5.95
TOTAL CHECK							0.00	442.28
1011010	67976	07/15/22	002841	BOARD OF CO. COMM. - GEN	001	DED:2006 CELL PHONE	0.00	200.00
1011010	67977	07/15/22	L2181025	NATIONWIDE RETIREMENT SO	001	DED:2002 DEFER.COMP	0.00	660.00
1011010	67978	07/15/22	7499	THE CHAPTER13 TRUSTEE	001	DED:1813 GARNISHMNT	0.00	144.00
1011010	67979	07/15/22	L2183150	UNITED WAY OF THE BIG BE	001	DED:2001 UNITED WAY	0.00	40.00
1011010	67980	07/15/22	000112	660 - CONSOLIDATED COMMU	0164	7/1-7/31/22	0.00	117.74
1011010	67980	07/15/22	000112	660 - CONSOLIDATED COMMU	0113	7/1-7/31/22	0.00	496.10
1011010	67980	07/15/22	000112	660 - CONSOLIDATED COMMU	0601	7/1-7/31/22	0.00	41.48
1011010	67980	07/15/22	000112	660 - CONSOLIDATED COMMU	0237	7/1-7/31/22	0.00	416.43
1011010	67980	07/15/22	000112	660 - CONSOLIDATED COMMU	0237	7/1-7/31/22	0.00	1,381.04
1011010	67980	07/15/22	000112	660 - CONSOLIDATED COMMU	0473	7/1-7/31/22	0.00	8.65
1011010	67980	07/15/22	000112	660 - CONSOLIDATED COMMU	0487	7/1-7/31/22	0.00	43.26
1011010	67980	07/15/22	000112	660 - CONSOLIDATED COMMU	0488	7/1-7/31/22	0.00	121.16

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67980	07/15/22	000112	660 - CONSOLIDATED	COMMU 0260	7/1-7/31/22	0.00	35.46
1011010	67980	07/15/22	000112	660 - CONSOLIDATED	COMMU 0260	7/1-7/31/22	0.00	95.22
1011010	67980	07/15/22	000112	660 - CONSOLIDATED	COMMU 0261	7/1-7/31/22	0.00	95.22
TOTAL CHECK							0.00	2,851.76
1011010	67981	07/15/22	000072	BIG BEND WATER AUTHORITY	0451-0P	5/31-6/28/22	0.00	81.04
1011010	67981	07/15/22	000072	BIG BEND WATER AUTHORITY	0451-0P	5/31-6/28/22	0.00	110.58
TOTAL CHECK							0.00	191.62
1011010	67982	07/15/22	000063	CITY OF PERRY	0489	5/12-6/14/22	0.00	30.61
1011010	67982	07/15/22	000063	CITY OF PERRY	0489	5/12-6/14/22	0.00	138.80
1011010	67982	07/15/22	000063	CITY OF PERRY	0489	5/12-6/14/22	0.00	15.75
1011010	67982	07/15/22	000063	CITY OF PERRY	0419	5/12-6/14/22	0.00	25.94
1011010	67982	07/15/22	000063	CITY OF PERRY	0500	5/12-6/14/22	0.00	43.11
1011010	67982	07/15/22	000063	CITY OF PERRY	0430	5/3-6/1/22	0.00	136.11
1011010	67982	07/15/22	000063	CITY OF PERRY	0448	5/9-6/9/22	0.00	17.00
1011010	67982	07/15/22	000063	CITY OF PERRY	0457	5/13-6/15/22	0.00	46.66
1011010	67982	07/15/22	000063	CITY OF PERRY	0473	5/4-6/3/22	0.00	60.31
1011010	67982	07/15/22	000063	CITY OF PERRY	0473	5/4-6/3/22	0.00	203.79
1011010	67982	07/15/22	000063	CITY OF PERRY	0250	5/5-6/6/22	0.00	132.43
1011010	67982	07/15/22	000063	CITY OF PERRY	0261	5/13-6/14/22	0.00	22.19
1011010	67982	07/15/22	000063	CITY OF PERRY	0261	5/13-6/15/22	0.00	33.44
TOTAL CHECK							0.00	906.14
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	0160	6/9-7/11/22	0.00	6,558.91
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	0164	6/9-7/11/22	0.00	1,367.08
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	0174	6/9-7/11/22	0.00	594.56
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	0162	6/9-7/11/22	0.00	32.35
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	0123	6/9-7/11/22	0.00	1,075.07
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	0169	6/9-7/11/22	0.00	32.15
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	0261	6/9-7/11/22	0.00	44.14
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	0250	6/9-7/11/22	0.00	577.39
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	0250	6/9-7/11/22	0.00	308.69
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	4010	6/9-7/11/22	0.00	30.41
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	0172	6/9-7/11/22	0.00	227.05
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	4010	6/9-7/11/22	0.00	39.54
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	4010	6/9-7/11/22	0.00	36.75
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	4010	6/9-7/11/22	0.00	31.84
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	0500	6/9-7/11/22	0.00	375.15
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	0500	6/9-7/11/22	0.00	148.90
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	4010	6/9-7/11/22	0.00	30.63
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	0489	6/9-7/11/22	0.00	4,077.89
1011010	67983	07/15/22	000110	DUKE ENERGY FLORIDA, INC	0489	6/9-7/11/22	0.00	30.11
TOTAL CHECK							0.00	15,618.61
1011010	67984	07/15/22	001577	TAYLOR COASTAL WATER&SEW	0453	5/19-6/17/22	0.00	93.82
1011010	67984	07/15/22	001577	TAYLOR COASTAL WATER&SEW	0453	5/20-6/17/22	0.00	93.82
1011010	67984	07/15/22	001577	TAYLOR COASTAL WATER&SEW	0447	5/20-6/21/22	0.00	260.63
TOTAL CHECK							0.00	448.27
1011010	67985	07/15/22	7382	ABS TECHNOLOGY SOLUTIONS	0250	AGMT# 025-1500250-000	0.00	69.90
1011010	67985	07/15/22	7382	ABS TECHNOLOGY SOLUTIONS	0430	AGMT# 015-1361236-000	0.00	361.87

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	431.77
1011010	67986	07/15/22	000111	TRI-COUNTY ELECTRIC COOP	0261	6/2-7/2/22	0.00	42.46
1011010	67986	07/15/22	000111	TRI-COUNTY ELECTRIC COOP	0261	6/2-7/2/22	0.00	56.19
1011010	67986	07/15/22	000111	TRI-COUNTY ELECTRIC COOP	0261	6/2-7/2/22	0.00	97.31
1011010	67986	07/15/22	000111	TRI-COUNTY ELECTRIC COOP	0486	6/2-7/2/22	0.00	30.77
1011010	67986	07/15/22	000111	TRI-COUNTY ELECTRIC COOP	0261	5/23-6/24/22	0.00	92.77
1011010	67986	07/15/22	000111	TRI-COUNTY ELECTRIC COOP	0261	5/23-6/24/22	0.00	68.41
1011010	67986	07/15/22	000111	TRI-COUNTY ELECTRIC COOP	0191	6/2-7/2/22	0.00	68.94
1011010	67986	07/15/22	000111	TRI-COUNTY ELECTRIC COOP	0191	6/2-7/2/22	0.00	30.77
1011010	67986	07/15/22	000111	TRI-COUNTY ELECTRIC COOP	0192	5/23-6/24/22	0.00	358.11
1011010	67986	07/15/22	000111	TRI-COUNTY ELECTRIC COOP	0498	6/2-7/2/22	0.00	145.71
TOTAL CHECK							0.00	991.44
1011010	67987	07/15/22	5096	WASTE PRO - TALLAHASSEE	0383	INV# 0002324491	0.00	142.48
1011010	67987	07/15/22	5096	WASTE PRO - TALLAHASSEE	0430	INV# 0002324306	0.00	109.08
1011010	67987	07/15/22	5096	WASTE PRO - TALLAHASSEE	0473	INV# 0002324388	0.00	107.09
TOTAL CHECK							0.00	358.65
1011010	67989	07/20/22	7474	AMAZON CAPITAL SERVICES,	0283	USDA COMPLETE GUIDE TO	0.00	154.00
1011010	67989	07/20/22	7474	AMAZON CAPITAL SERVICES,	0192	FOLD DOWN STERN LIGHT	0.00	17.99
1011010	67989	07/20/22	7474	AMAZON CAPITAL SERVICES,	0192	1" SPEED RAIL ELBOW/TE	0.00	64.58
1011010	67989	07/20/22	7474	AMAZON CAPITAL SERVICES,	0192	1" SPEED RAIL FLANGE	0.00	57.02
1011010	67989	07/20/22	7474	AMAZON CAPITAL SERVICES,	0192	SHIPPING	0.00	20.99
1011010	67989	07/20/22	7474	AMAZON CAPITAL SERVICES,	0162	ASIN B00QXSC3V2 - KOLD	0.00	546.00
1011010	67989	07/20/22	7474	AMAZON CAPITAL SERVICES,	0261	SAMSUNG S355W ULTRAWID	0.00	329.99
TOTAL CHECK							0.00	1,190.57
1011010	67990	07/20/22	7651	B&B PORTA TOILETS, INC	0449	5/13-6/9/22	0.00	105.50
1011010	67990	07/20/22	7651	B&B PORTA TOILETS, INC	0463	5/13-6/9/22	0.00	141.00
1011010	67990	07/20/22	7651	B&B PORTA TOILETS, INC	0448	5/13-6/9/22	0.00	105.50
TOTAL CHECK							0.00	352.00
1011010	67991	07/20/22	000116	CASHWAY BLDG.PRODUCTS OF	0260	BLANKET FOR JUNE 2022	0.00	12.99
1011010	67991	07/20/22	000116	CASHWAY BLDG.PRODUCTS OF	0260	BLANKET FOR JUNE 2022	0.00	49.98
1011010	67991	07/20/22	000116	CASHWAY BLDG.PRODUCTS OF	0260	BLANKET FOR JUNE 2022	0.00	42.99
1011010	67991	07/20/22	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR JUNE 2022	0.00	20.97
1011010	67991	07/20/22	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR JUNE 2022	0.00	11.29
1011010	67991	07/20/22	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR JUNE 2022	0.00	24.38
1011010	67991	07/20/22	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR JUNE 2022	0.00	7.99
1011010	67991	07/20/22	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR JUNE 2022	0.00	11.99
TOTAL CHECK							0.00	182.58
1011010	67992	07/20/22	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	67992	07/20/22	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
TOTAL CHECK							0.00	70.00
1011010	67993	07/20/22	5643	COMCAST OF TALLAHASSEE,	0723	ACCT-8535101790075629	0.00	96.90
1011010	67994	07/20/22	7247	CORPORATE TRANSLATION SE	0237	7/1-7/30/22	0.00	2.57
1011010	67995	07/20/22	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 1	0.00	237.49

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	67995	07/20/22	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 2	0.00	252.31
1011010	67995	07/20/22	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 3	0.00	251.60
1011010	67995	07/20/22	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 4	0.00	203.62
1011010	67995	07/20/22	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 5	0.00	208.56
TOTAL CHECK							0.00	1,153.58
1011010	67996	07/20/22	6103	ENGINEERED COOLING SERVI	0160	QUARTERLY-COURTHOUSE	0.00	525.00
1011010	67997	07/20/22	7829	EUROFINS ENVIRONMENT TES	0486	QUARTERLY TESTING FOR	0.00	30.00
1011010	67998	07/20/22	7781	FLORIDA AIRFIELD MAINTEN	0554	PROVIDE LABOR AND MATE	0.00	118,997.84
1011010	67999	07/20/22	7292	FORTNER FURNITURE, INC	0164	LXP412-06 MATTHEW & PA	0.00	359.25
1011010	68000	07/20/22	7165	CBC CAPITAL, INC.	0261	CREDIT	0.00	-972.00
1011010	68000	07/20/22	7165	CBC CAPITAL, INC.	0261	BLANKET FOR JUNE 2022	0.00	1,121.30
1011010	68000	07/20/22	7165	CBC CAPITAL, INC.	0261	BLANKET FOR JUNE 2022	0.00	109.60
1011010	68000	07/20/22	7165	CBC CAPITAL, INC.	0261	BLANKET FOR JUNE 2022	0.00	809.60
TOTAL CHECK							0.00	1,068.50
1011010	68001	07/20/22	6816	GOVERNMENT SERVICES GROU	2202	5/1-5/31/22 PROF SVC	0.00	1,755.00
1011010	68002	07/20/22	7798	GUARDIAN COMMUNITY RESOU	1200	CDBG PROGRAM ADMINISTR	0.00	2,166.67
1011010	68003	07/20/22	003645	J.B.'S TIRE & REPAIR SER	0250	245/70R17 110T MSC STR	0.00	716.00
1011010	68003	07/20/22	003645	J.B.'S TIRE & REPAIR SER	0250	TIRE DISPOSAL	0.00	12.00
1011010	68003	07/20/22	003645	J.B.'S TIRE & REPAIR SER	0250	SHOP SUPPLIES	0.00	4.00
1011010	68003	07/20/22	003645	J.B.'S TIRE & REPAIR SER	0261	BLANKET FOR JUNE 2022	0.00	50.00
1011010	68003	07/20/22	003645	J.B.'S TIRE & REPAIR SER	0261	BLANKET FOR JUNE 2022	0.00	105.00
1011010	68003	07/20/22	003645	J.B.'S TIRE & REPAIR SER	0261	BLANKET FOR JUNE 2022	0.00	55.00
1011010	68003	07/20/22	003645	J.B.'S TIRE & REPAIR SER	0261	BLANKET 2 FOR JUNE 202	0.00	50.00
1011010	68003	07/20/22	003645	J.B.'S TIRE & REPAIR SER	0261	BLANKET 2 FOR JUNE 202	0.00	105.00
TOTAL CHECK							0.00	1,097.00
1011010	68004	07/20/22	6598	JERRY WALTERS CONSTRUCTI	0398	DONALD PETTITT	0.00	39,816.00
1011010	68004	07/20/22	6598	JERRY WALTERS CONSTRUCTI	0398	WILLIE BROWN	0.00	39,816.00
TOTAL CHECK							0.00	79,632.00
1011010	68005	07/20/22	003151	JIMBOB PRINTING, INC.	0211	BOAT RAMP CITATION BOO	0.00	20.00
1011010	68005	07/20/22	003151	JIMBOB PRINTING, INC.	0453	KEATON BEACH BOAT RAMP	0.00	614.00
1011010	68005	07/20/22	003151	JIMBOB PRINTING, INC.	0451-0P	STEINHATCHEE BOAT RAMP	0.00	730.00
TOTAL CHECK							0.00	1,364.00
1011010	68006	07/20/22	6020	NATURE COAST SERVICES, L	0150	REMOVAL-D.BLOOMSTEEN	0.00	600.00
1011010	68007	07/20/22	6921	JONES WELDING&INDUSTRIAL	0261	BLANKET FOR JUNE 2022	0.00	206.70
1011010	68008	07/20/22	000068	KONE, INC.	0160	7/1-7/31 COURTHOUSE	0.00	1,229.58
1011010	68009	07/20/22	003309	LIVE OAK PEST CONTROL, I	0166	7/7 HISTORICAL SOC	0.00	13.50
1011010	68009	07/20/22	003309	LIVE OAK PEST CONTROL, I	0160	7/7 COURTHOUSE	0.00	40.05
1011010	68009	07/20/22	003309	LIVE OAK PEST CONTROL, I	0430	7/7 LIBRARY	0.00	13.50

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68009	07/20/22	003309	LIVE OAK PEST CONTROL, I	0489	7/1 COUNTY EXTENSION	0.00	26.50
TOTAL CHECK							0.00	93.55
1011010	68010	07/20/22	7482	HEARING CARE INC	0192	NFPA AUDIOGRAM	0.00	45.00
1011010	68011	07/20/22	7815	ODP BUSINESS SOLUTIONS,	0500	ITEM # 316195 EPSON 80	0.00	112.99
1011010	68011	07/20/22	7815	ODP BUSINESS SOLUTIONS,	0500	ITEM # 421062 RECEIVED	0.00	8.13
TOTAL CHECK							0.00	121.12
1011010	68012	07/20/22	000082	PERRY AUTO SUPPLY, INC.	0260	BLANKET FOR JUNE 2022	0.00	13.04
1011010	68013	07/20/22	000124	PERRY NEWSPAPERS, INCORP	0106	6/29&7/6 INV TO BID	0.00	222.15
1011010	68013	07/20/22	000124	PERRY NEWSPAPERS, INCORP	1200	6/10 RETAIL ADV	0.00	358.00
1011010	68013	07/20/22	000124	PERRY NEWSPAPERS, INCORP	0401	6/10 RETAIL ADV TRANS	0.00	71.60
1011010	68013	07/20/22	000124	PERRY NEWSPAPERS, INCORP	0114	7/6 NOTICE PUB HEAR	0.00	111.66
1011010	68013	07/20/22	000124	PERRY NEWSPAPERS, INCORP	0114	6/15 NOTICE PUB HEAR	0.00	98.40
1011010	68013	07/20/22	000124	PERRY NEWSPAPERS, INCORP	0111	6/10 HELP WANTED	0.00	8.80
1011010	68013	07/20/22	000124	PERRY NEWSPAPERS, INCORP	0111	6/29 HELP WANTED	0.00	8.80
1011010	68013	07/20/22	000124	PERRY NEWSPAPERS, INCORP	0111	6/24 HELP WANTED	0.00	8.80
1011010	68013	07/20/22	000124	PERRY NEWSPAPERS, INCORP	0111	6/22 HELP WANTED	0.00	8.80
1011010	68013	07/20/22	000124	PERRY NEWSPAPERS, INCORP	0111	6/17 HELP WANTED	0.00	8.80
1011010	68013	07/20/22	000124	PERRY NEWSPAPERS, INCORP	0111	6/15 HELP WANTED	0.00	8.80
1011010	68013	07/20/22	000124	PERRY NEWSPAPERS, INCORP	0111	6/8 HELP WANTED	0.00	8.80
1011010	68013	07/20/22	000124	PERRY NEWSPAPERS, INCORP	0111	6/3 HELP WANTED	0.00	8.80
1011010	68013	07/20/22	000124	PERRY NEWSPAPERS, INCORP	0111	6/1 HELP WANTED	0.00	8.80
1011010	68013	07/20/22	000124	PERRY NEWSPAPERS, INCORP	0262	6/29&7/6 INV TO BID	0.00	142.59
TOTAL CHECK							0.00	1,083.60
1011010	68014	07/20/22	004643	POWELL & JONES, CPAS	0119	2020/2021 AUDIT	0.00	51,500.00
1011010	68015	07/20/22	001407	RAGANS ACE HARDWARE, INC	0261	BLANKET FOR JUNE 2022	0.00	35.98
1011010	68015	07/20/22	001407	RAGANS ACE HARDWARE, INC	0261	BLANKET FOR JUNE 2022	0.00	15.98
1011010	68015	07/20/22	001407	RAGANS ACE HARDWARE, INC	0261	BLANKET FOR JUNE 2022	0.00	11.94
TOTAL CHECK							0.00	63.90
1011010	68016	07/20/22	000076	RING POWER CORPORATION	0192	PURCHASE AND INSTALL A	0.00	59,579.80
1011010	68017	07/20/22	7291	BRAKIN, LLC	0191	OFF ROAD FUEL 6/30/22	0.00	100.03
1011010	68018	07/20/22	7817	LTR INTERMEDIATE HOLDING	0448-01	PLAYSAFER RUBBER MULCH	0.00	9,862.50
1011010	68019	07/20/22	7475	SCHWAB BROTHERS HYDRAULI	0261	LABOR - THREAD IN TOP	0.00	200.00
1011010	68019	07/20/22	7475	SCHWAB BROTHERS HYDRAULI	0261	SHOP SUPPLIES	0.00	8.50
TOTAL CHECK							0.00	208.50
1011010	68020	07/20/22	002373	STEINHATCHEE COMM.PROJEC	0165	JUNE MAINTENANCE	0.00	475.00
1011010	68021	07/20/22	6950	STUDSTILL'S OF PERRY, IN	0192	GEN OPS. BLANKET	0.00	18.98
1011010	68021	07/20/22	6950	STUDSTILL'S OF PERRY, IN	0192	GEN OPS. BLANKET	0.00	56.03
1011010	68021	07/20/22	6950	STUDSTILL'S OF PERRY, IN	0192	GEN OPS. BLANKET	0.00	109.73
1011010	68021	07/20/22	6950	STUDSTILL'S OF PERRY, IN	0192	GEN OPS. BLANKET	0.00	19.53
1011010	68021	07/20/22	6950	STUDSTILL'S OF PERRY, IN	0192	GEN OPS. BLANKET	0.00	58.27

SUNGARD PENTAMATION, INC.
 DATE: 07/25/2022
 TIME: 08:32:24

TAYLOR COUNTY BOARD OF COMMISSIONERS
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '67970' and '68026'
 ACCOUNTING PERIOD: 10/22

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	262.54
1011010	68022	07/20/22	6205	ROCKY ANDERSON	0500	ANNUAL FIRE EXTINGUISH	0.00	132.00
1011010	68022	07/20/22	6205	ROCKY ANDERSON	0500	20 LB ABC FIRE EXT	0.00	378.00
TOTAL CHECK							0.00	510.00
1011010	68023	07/20/22	7786	WOOD ENVIRONMENT & INFRA	0214	TWO ENG-WOOD-02	0.00	10,310.52
1011010	68023	07/20/22	7786	WOOD ENVIRONMENT & INFRA	0214	TWO ENG-WOOD-01	0.00	5,687.67
TOTAL CHECK							0.00	15,998.19
1011010	68024	07/20/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	222.01
1011010	68024	07/20/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	42.33
1011010	68024	07/20/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	330.56
1011010	68024	07/20/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	20.54
1011010	68024	07/20/22	000477	FLORIDA DEPARTMENT OF RE	003	SALES TAX	0.00	67.90
1011010	68024	07/20/22	000477	FLORIDA DEPARTMENT OF RE	003	SALES TAX	0.00	240.95
1011010	68024	07/20/22	000477	FLORIDA DEPARTMENT OF RE	003	SALES TAX	0.00	44.80
1011010	68024	07/20/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	41.57
TOTAL CHECK							0.00	1,010.66
1011010	68025	07/20/22	7818	QT PETROLEUM ON DEMAND	4010	ANNUAL MAINTENANCE CON	0.00	1,995.00
1011010	68025	07/20/22	7818	QT PETROLEUM ON DEMAND	4010	ANNUAL CLOUD STORAGE,	0.00	480.00
1011010	68025	07/20/22	7818	QT PETROLEUM ON DEMAND	4010	M4000 CARD READER	0.00	300.00
1011010	68025	07/20/22	7818	QT PETROLEUM ON DEMAND	4010	SHIPPING	0.00	28.18
TOTAL CHECK							0.00	2,803.18
1011010	68026	07/20/22	001456	W.S. BADCOCK CORPORATION	0164	121667 - 8,000 BTU WIN	0.00	279.00
TOTAL CASH ACCOUNT							0.00	474,875.54
TOTAL FUND							0.00	474,875.54
TOTAL REPORT							0.00	542,961.54

SUNGARD PENTAMATION, INC.
 DATE: 07/25/2022
 TIME: 08:31:23

TAYLOR COUNTY BOARD OF COMMISSIONERS
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '5017366' and '5017377'
 ACCOUNTING PERIOD: 10/22

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	5017367	07/15/22	000063	CITY OF PERRY	0301	5/11-6/9/22	0.00	72.50
1011010	5017367	07/15/22	000063	CITY OF PERRY	0301	5/11-6/9/22	0.00	92.48
1011010	5017367	07/15/22	000063	CITY OF PERRY	0301	5/11-6/9/22	0.00	5.00
TOTAL CHECK							0.00	169.98
1011010	5017368	07/15/22	000111	TRI-COUNTY ELECTRIC COOP	0301	5/2-6/2/22	0.00	81.32
1011010	5017368	07/15/22	000111	TRI-COUNTY ELECTRIC COOP	0301	6/2-7/2/22	0.00	80.63
TOTAL CHECK							0.00	161.95
1011010	5017369	07/20/22	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	273.04
1011010	5017369	07/20/22	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	273.04
TOTAL CHECK							0.00	546.08
1011010	5017370	07/20/22	002656	MIKE CONNORS	0303	MAGNETIC ENGINEERING V	0.00	50.00
1011010	5017371	07/20/22	7229	OMNITRAX HOLDINGS COMBIN	0302	CR 356 - ASH ST	0.00	3,846.71
1011010	5017371	07/20/22	7229	OMNITRAX HOLDINGS COMBIN	0302	CR 361 - PISGAH RD	0.00	5,091.25
1011010	5017371	07/20/22	7229	OMNITRAX HOLDINGS COMBIN	0302	C-359 A	0.00	2,602.20
1011010	5017371	07/20/22	7229	OMNITRAX HOLDINGS COMBIN	0302	CO ROAD 30 FOLEY RD	0.00	3,846.71
TOTAL CHECK							0.00	15,386.87
1011010	5017372	07/20/22	003645	J.B.'S TIRE & REPAIR SER	0301	245/70/17 FIRESTONE TI	0.00	255.00
1011010	5017372	07/20/22	003645	J.B.'S TIRE & REPAIR SER	0301	FTP	0.00	1.00
1011010	5017372	07/20/22	003645	J.B.'S TIRE & REPAIR SER	0301	DISPOSAL FEE	0.00	3.00
TOTAL CHECK							0.00	259.00
1011010	5017373	07/20/22	6921	JONES WELDING&INDUSTRIAL	0301	OX282	0.00	15.90
1011010	5017374	07/20/22	7815	ODP BUSINESS SOLUTIONS,	105	PINESOL CLEANING LIQUI	0.00	-68.67
1011010	5017374	07/20/22	7815	ODP BUSINESS SOLUTIONS,	105	FRESH SCENT	0.00	134.16
1011010	5017374	07/20/22	7815	ODP BUSINESS SOLUTIONS,	105	LEMON FRESH	0.00	134.16
1011010	5017374	07/20/22	7815	ODP BUSINESS SOLUTIONS,	105	DAWN	0.00	118.20
1011010	5017374	07/20/22	7815	ODP BUSINESS SOLUTIONS,	105	PINESOL CLEANING LIQUI	0.00	88.29
1011010	5017374	07/20/22	7815	ODP BUSINESS SOLUTIONS,	105	HARDWARE	0.00	101.38
1011010	5017374	07/20/22	7815	ODP BUSINESS SOLUTIONS,	105	SIMPLE GREEN	0.00	179.98
1011010	5017374	07/20/22	7815	ODP BUSINESS SOLUTIONS,	0301	ITEM: 633904 - ENVELOP	0.00	18.26
1011010	5017374	07/20/22	7815	ODP BUSINESS SOLUTIONS,	0301	ITEM: 348037 - 8 1/2 X	0.00	173.22
1011010	5017374	07/20/22	7815	ODP BUSINESS SOLUTIONS,	0301	ITEM: 8224492 SANDISK	0.00	19.04
1011010	5017374	07/20/22	7815	ODP BUSINESS SOLUTIONS,	105	PINESOL CLEANING LIQUI	0.00	68.67
TOTAL CHECK							0.00	966.69
1011010	5017375	07/20/22	000082	PERRY AUTO SUPPLY, INC.	0301	G71778 HOSE - PACKER -	0.00	377.14
1011010	5017375	07/20/22	000082	PERRY AUTO SUPPLY, INC.	0301	B4/6 425000 HEAT SHIEL	0.00	232.45
1011010	5017375	07/20/22	000082	PERRY AUTO SUPPLY, INC.	0301	256166 AC COMPRESSOR -	0.00	291.94
1011010	5017375	07/20/22	000082	PERRY AUTO SUPPLY, INC.	0301	246-5131 REMAN STARTER	0.00	172.99
1011010	5017375	07/20/22	000082	PERRY AUTO SUPPLY, INC.	0301	G202417 COUPLINGS	0.00	325.56
1011010	5017375	07/20/22	000082	PERRY AUTO SUPPLY, INC.	0301	G202727 FITTINGS	0.00	299.00
TOTAL CHECK							0.00	1,699.08
1011010	5017376	07/20/22	002578	SAFETY-KLEEN SYSTEMS INC	0301	ACCT# TA16379	0.00	155.56
1011010	5017377	07/20/22	000083	SHAW'S WELDING, INC.	0301	21' EA 1 1/2" SCH40 PI	0.00	1,886.85

SUNGARD PENTAMATION, INC.
DATE: 07/25/2022
TIME: 08:31:23

TAYLOR COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.check_no between '5017366' and '5017377'
ACCOUNTING PERIOD: 10/22

FUND - 105 - ROAD & BRIDGE FUND						
CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX
						AMOUNT
TOTAL CASH ACCOUNT						0.00
						21,297.96
TOTAL FUND						0.00
						21,297.96

SUNGARD PENTAMATION, INC.
DATE: 07/25/2022
TIME: 08:31:23

TAYLOR COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.check_no between '5017366' and '5017377'
ACCOUNTING PERIOD: 10/22

FUND - 106 - SECONDARY ROAD PROJECT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	5017366	07/12/22	6198	DALE YOUNG	0308	RAILROAD CROSSING STRI	0.00	4,400.00
TOTAL CASH ACCOUNT							0.00	4,400.00
TOTAL FUND							0.00	4,400.00
TOTAL REPORT							0.00	25,697.96

Cindy Mock

From: bcc payables
Sent: Monday, July 25, 2022 8:34 AM
To: Cindy Mock
Cc: Dannielle Welch
Subject: Check Info 7-19-22 Meeting
Attachments: Check Register - 67970-68026.pdf; Check Register 5017366-5017377.pdf

Hi Cindy!

Attached are the check registers for the board meeting and any check cut in between board meetings.

- General Fund: 67970-68026
- Road and Bridge Fund: 5017366-5017377

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

Revize Web Services Sales Agreement

This Sales Agreement is between Taylor County, FL ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 6-29-2022

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	Taylor County	Revize Software Systems
Company Address:	201 E. Green St.	150 Kirts Blvd.
Company City/State/Zip:	Perry, FL 32347	Troy, MI 48084
Contact Name:	Theresa Copeland theresa.copeland@taylorcountygov.com 850 838-3500 x 2	248-269-9263
Billing Dept. Contact:		
Client Website Address:	https://www.taylorcountygov.com/	

Along with your Website Design Refresh using your existing site map and navigation, the following options are available

<u>Quantity</u>	<u>Description</u>	<u>Set-up Price</u>	<u>Annual</u>
1	Discovery & Design from Scratch: <ul style="list-style-type: none"> 1 mockup with up to 3 rounds of changes Home page template and inner page design and layout. Includes Responsive Web Design 	Included	-
1	Revize Template Development: <ul style="list-style-type: none"> Set-up all CMS modules listed in this agreement Integration with all 3rd party web applications New Calendar 	Included	-
1	Interactive Fillable Forms	\$1,950	\$1,000
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, 50GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee, 5-year agreement, locked in rate:		\$2,185
1	Annual Fee Paid 10/29/21		(1,900)
1	Grand Total	\$1,950	\$1,285

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment of \$3,235.
2. 5 Year Agreement, annual fee locked in
3. This agreement is governed by the laws of the State of Florida and venue of any legal actions shall exclusively be in the State of Florida Courts of Taylor County.
4. Both parties must agree in writing to any changes or additions to this Sales Agreement.

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Lawanda Pemberton

Name of Authorized Person:

Lawanda Pemberton

Title of Authorized Person

County Administrator

Date:

7/5/2022

Dylan Johnston

Account Manager

Please sign and return to:

dylan@revize.com

Fax 1-866-346-8880

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Blvd E
Mobile, Alabama 36619

Office: (800) 392-6207
Fax: (251) 459-7433

July 12, 2022

Mr. John Louk
Emergency Management Director
Taylor County
591 East US Highway 27
Perry, FL 32347

via email: jlouk@taylorsheriff.org

Re: Contract Extension for Disaster Debris Management Services

Dear Mr. Louk:

CrowderGulf has been providing Taylor County Disaster Debris Management Services per the agreement that became effective on July 17, 2017. The initial term of the Contract was for a three (3) year period with the option to renew for two (2) additional years. On July 6, 2020, this Contract was renewed for a two (2) year period with a price adjustment renewing through July 17, 2022. Due to this Contract expiring in the hurricane season CrowderGulf agrees to extend this contract under the same terms and conditions through the 2022 hurricane season.

If Taylor County agrees to extend this contract, please sign the extension acceptance below and return to CrowderGulf. Upon execution of this acknowledgement, this contract will continue until its new expiration date of November 30, 2022.

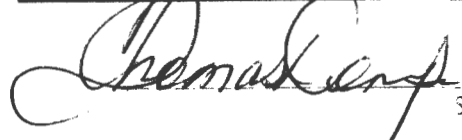
We appreciate the opportunity to extend this contract and stand ready to respond immediately in the event Taylor County requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay-Naile at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



Ashley Ramsay-Naile
President

EXTENSION ACCEPTANCE - Taylor County, FL



Signature

Thomas Dempsey, Chair

Name/Title

7.19.22

Date

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

March 16, 2020

Ms. Kristy Anderson
Emergency Management Director
Taylor County
591 East US Highway 27
Perry, FL 32347

via email: Kristy.anderson@taylorsheriff.org

Re: Contract Renewal for Disaster Debris Management

Dear Ms. Anderson:

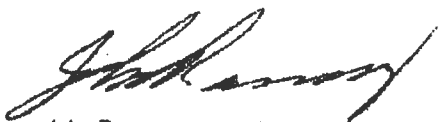
CrowderGulf has been providing Taylor County Disaster Debris Management per the agreement that became effective on July 17, 2017. The term of the Contract shall be for three (3) years with the option to renew for two (2) additional years.

Per the Contract, page 5, section 3.7, the Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the County to reflect the current disaster recovery market value of all contracted services. At this time CrowderGulf is requesting a price adjustment.

If Taylor County is in agreement to renew the contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement, the contract will continue with the updated pricing sheet (attached) until its new expiration date of July 17, 2022.

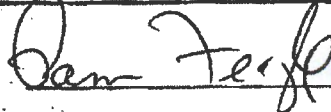
We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event Taylor County requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay-Naile at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



John Ramsay
President

RENEWAL ACCEPTANCE - Taylor County, FL



Signature

Pam Feagle, Chairman

Name/Title

7/6/20

Date

CrowderGulf Price Adjustment 2020

	ITEM DESCRIPTION	UNIT PRICE	
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS, including limbs and trees placed on ROW under pay items 10 and 11 below.	0-15.9 miles	\$ <u>7.40</u> /cy
		16.0-30.9 miles	\$ <u>7.90</u> /cy
		31-60 miles	\$ <u>8.50</u> /cy
2	DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	\$ <u>1.00</u> /cy	
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	\$ <u>2.70</u> /cy	
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ <u>1.90</u> /cy	
5	OPEN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ <u>1.20</u> /cy	
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles	\$ <u>2.75</u> /cy
		16.0-30.9 miles	\$ <u>3.75</u> /cy
		31-60 miles	\$ <u>5.95</u> /cy
7	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay tipping fees directly.	0-15.9 miles	\$ <u>3.25</u> /cy
		16.0-30.9 miles	\$ <u>4.25</u> /cy
		31-60 miles	\$ <u>6.25</u> /cy

8	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles \$ <u>7.40</u> /cy 16.0-30.9 miles \$ <u>7.90</u> /cy 31-60 miles \$ <u>8.50</u> /cy
9	REDUCTION OF C&D DEBRIS BY GRINDING	\$ <u>2.50</u> /cy
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles \$ <u>3.25</u> /cy 16.0-30.9 miles \$ <u>4.25</u> /cy 31-60 miles \$ <u>6.25</u> /cy
10. a	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, with County paying all tipping fees directly.(NON DMS OPTION)	0-15.9 miles \$ <u>7.85</u> /cy 16.0-30.9 miles \$ <u>8.85</u> /cy 31-60 miles \$ <u>9.60</u> /cy
11	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW.	\$ <u>70.00</u> /tree
12	REMOVAL OF HAZARDOUS TREES. The Contractor shall remove hazardous trees in the size categories listed (measured 54" above ground) over 2" in diameter at the break point and place them on public property or ROW. 6 inches to 11.99 inches diameter 12 inches to 23.99 inches diameter 24 inches to 35.99 inches diameter 36 inches to 47.99 inches diameter Greater than 48 inches diameter	\$ <u>30.00</u> /tree \$ <u>100.00</u> /tree \$ <u>150.00</u> /tree \$ <u>200.00</u> /tree \$ <u>250.00</u> /tree

13	<p>REMOVAL OF HAZARDOUS STUMPS. Contractor shall remove hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. Contractor shall backfill holes and ruts left by excavation of the stump.</p> <p>24 inches to 35.99 inches diameter \$ <u>200.00</u> /stump</p> <p>36 inches to 47.99 inches diameter \$ <u>250.00</u> /stump</p> <p>Greater than 48 inches diameter \$ <u>300.00</u> /stump</p>	
14	<p>REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.</p>	\$ <u>50.00</u> /unit
15	<p>REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.</p>	\$ <u>50.00</u> /unit
16	<p>REMOVAL, HAULING, AND DISPOSAL OF CONCRETE. The Contractor shall load, haul, and dispose of concrete material separated by the property county.</p>	\$ <u>12.00</u> /cy
17	<p>REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.</p>	\$ <u>5.00</u> /lb.
18	<p>REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.</p>	\$ <u>30.00</u> /each

19	REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES. The Contractor shall segregate, load, and haul abandoned tires to a collection site identified by County. [Tipping fees to be paid by County].	\$ <u>7.00</u> /each
20	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. [Tipping fees to be paid by County]	\$ <u>0.50</u> /lb.
21	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	\$ <u>12.00</u> /cy
22	CANAL/WATERWAY DEBRIS REMOVAL. The Contractor shall remove storm generated debris from drainage canals, creeks, and ditches. No hauling to DMS or landfill will occur under this line item.	
	1 foot to 10 feet (average width)	\$ <u>4.00</u> /per linear foot
	10.1 feet to 20 feet(average width)	\$ <u>6.00</u> /per linear foot
	20.1 feet to 35 feet(average width)	\$ <u>8.50</u> /per linear foot
	Greater than 35 feet(average width)	\$ <u>10.50</u> /per linear foot

**CONTRACTOR'S PRICE PROPOSAL – PART II
EQUIPMENT AND LABOR RATES**

ITEM	DESCRIPTION	HOURLY PRICE
1.	JD 544 Wheel Loader with debris grapple	\$ 115.00
2.	JD 644 Wheel Loader with debris grapple	\$ 125.00
3.	Extendaboom Forklift with debris grapple	\$ 65.00
4.	753 Bobcat Skid Steer Loader with debris grapple	\$ 85.00
5.	753 Bobcat Skid Steer Loader with bucket	\$ 65.00
6.	753 Bobcat Skid Steer Loader with street sweeper	\$ 85.00
7.	30-50 H Farm Tractor with box blade or rake	\$ 45.00
8.	2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ 110.00
9.	3 – 4 cu. yd. Articulated Loader with bucket	\$ 120.00
10.	JD 648E Log Skidder or equivalent	\$ 75.00
11.	CAT D4 Dozer	\$ 60.00
12.	CAT D5 Dozer	\$ 75.00
13.	CAT D6 Dozer	\$ 90.00
14.	CAT D7 Dozer	\$ 110.00
15.	CAT D8 Dozer	\$ 125.00
16.	CAT 125 – 140 HP Motor Grader	\$ 90.00
17.	JD 690 Trackhoe with debris grapple	\$ 100.00
18.	JD 690 Trackhoe with bucket and thumb	\$ 100.00
19.	Rubber Tired Excavator with debris grapple	\$ 105.00
20.	JD 310 Rubber Tired Backhoe with bucket and hoe	\$ 60.00
21.	210 Prentiss Knuckleboom with debris grapple	\$ 90.00
22.	CAT 623 Self-Loader Scraper	\$ 150.00
23.	Hand-Fed Debris Chipper	\$ 35.00
24.	30 Ton Crane	\$ 150.00
25.	50 Ton Crane	\$ 170.00

26. 100 Ton Crane (8 hour minimum)	\$ 250.00
27. 40 – 60' Bucket Truck	\$ 90.00
28. Greater than 60' Bucket Truck	\$ 120.00
29. Fuel/ Service Truck	\$ 50.00
30. Water Truck	\$ 60.00
31. Portable Light Plant	\$ 14.00
32. Lowboy Trailer with Tractor	\$ 110.00
33. Flatbed Truck	\$ 40.00
34. Pick-up Truck (unmanned)	\$ 14.00
35. Self-Loading Dump Truck with debris grapple	\$ 125.00
36. Single Axel Dump Truck, 5 – 12 cu. yd.	\$ 45.00
37. Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 60.00
38. Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 70.00
39. Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 85.00
40. Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 100.00
41. Chainsaw (without operator)	\$ 4.00
42. Temporary Office Trailer	\$ 15.00
43. Mobile Command and Communications Trailer	\$ 50.00
44. Laborer, with small hand tools	\$ 28.00
45. Skilled Sawman	\$ 32.00
46. Crew Foreman with cell phone	\$ 45.00
47. Tree Climber	\$ 90.00
48. Fast Picker Barge	\$ 190.00
49. Barge with push boat	\$ 275.00
50. Management Boat	\$ 50.00

All equipment rates include the cost of the operator, fuel, and maintenance.

All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance: Annual sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment: Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.
- E. Debris Planning Efforts: The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- F. Reporting and Documentation: The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

No amount of work is guaranteed under this contract.

Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of debris and established units of other materials removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed. All payments made to the Contractor shall be subject to a 5% retainage which will be retained for a minimum of sixty (60) days after completion of all contract work to insure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the County reserves the right to reject any or all proposals. Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

Respondent understands that the County reserves the right to reject any or all offers and to waive informalities in the proposal. The Respondent agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals. The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name: CrowderGulf Joint Venture, Inc.

Address (City, State, Zip Code): 5435 Business Parkway Theodore, AL 36582

Office Phone, Fax Number, and Email: 800-992-6207 / 251-459-7433 /

Business Representative Name and Title: John Ramsay, President & CEO

Signature of Representative: _____

Contract for Disaster Debris Management Services

THIS CONTRACT is made this the _____ day of _____, 2017, by and between **CrowderGulf Joint Venture, Inc.** (herein referred to as "**Contractor**") and **Taylor County** a political subdivision of the **State of Florida** (herein referred to as "**County**").

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of The **County** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **County** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **County** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **County** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **County** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **County**. Contracted services will only be performed when requested and as designated by the **County**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **County** as set out in Section 5.1 of this Contract.

1.2 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **County**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the **County** when directed to do so by the **County**. The Contractor shall use reasonable care not to damage any **County** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **County** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal (if implemented by the County):

The Contractor will remove ROE debris from private property with due diligence, as directed by the **County**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **County** to mark these utilities but the **County** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

1.5 Demolition of Structures (if implemented by the County):

The Contractor will remove structures designated for removal by and at the direction of the **County**. The Contractor agrees to remove in a timely manner all structures as determined by the **County** as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:

The **County** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Disaster Recovery Technical Assistance:

The Contractor will provide Disaster Recovery Technical Assistance to elected and appointed officials within the **County**. This service shall include Debris Program Management Assistance. This is the concept of complete recovery management support where the Contractor would assist a local government applicant on all aspects of the recovery process. Contractor personnel cannot assume the sovereign duties and functions of the **County** officials and therefore, these services shall be provided by the Contractor through a consulting firm acceptable to the **County** and in the form of guidance and consultation. If we have to hire a consulting firm, then we will pass through the charges to the **County**.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **County** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **County**.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **County**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **County**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **County**.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the **County** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the **County's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the County, as additional insured, while working within the boundaries of the County.

2.3.4 Worker's Compensation:

- ♦ Coverage per County requirements.

2.3.5 Automobile Liability:

- ♦ Coverage per County requirements.

2.3.6 Comprehensive General Liability:

- ♦ Coverage per County requirements.

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the County at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the County at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the County's designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5.1 Extensions (optional):

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **County**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **County** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the **County** and Contractor, whichever comes later.

3.7 Contract Renewal:

This Contract may be renewed for an additional two (2) years after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **County** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

3.8 Contract Termination:

This Contract shall terminate upon (six) 6 months written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **County** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **County** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

4.2 County Obligations:

The **County** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **County** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **County** is responsible for Issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **County** with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **County Representative**. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **County's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

4.5 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Ownership of Debris (optional):

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:

Unless otherwise directed by the **County**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **County** and Contractor. Other sites may be utilized as directed and/or approved by the **County**.

4.8 Federal-Aid Requirements:

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions -- Federal-Aid Construction Contracts"* and **FEMA FACT SHEET 9580.214**, *"Debris Removal on Federal-Aid Highways"*, shall apply to all work performed by the Contractor or any of its Subcontractors.

4.9 Compliance with Federal Laws:

This Contract is subject to Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be as directed by the **County** and will be limited to properties located within the **County** legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **County**.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **County**. Should operation of equipment be required outside of the public ROW, the **County** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the County following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the County.

5.10 Stumps:

All hazardous/eligible stumps identified by the County will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

5.11 Utilizing Local Resources:

The Contractor shall, to the extent possible, give priority to utilizing resources within the County. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the County and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **County** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The **County** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The Contractor shall submit periodic, written reports to the **County** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **County**.

6.2.3 Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **County** in consultation with the Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the County, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the County. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the County and/or Government.

6.3 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the County and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the County, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 See enclosed RFP Exhibit B Price proposal.

7.2 Billing Cycle:

The Contractor shall invoice the County on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:

The County agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The County will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.4 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the County and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:

The Contractor and County will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the County for such loads.

7.5 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the County and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:

The Contractor may invoice the County for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the County. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the County.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor: CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582
800-992-6207
jramsay@crowdergulf.com

County: Taylor County Department of Emergency Management
Mr. Steve Spradley
591 US Highway 27 East
Perry, FL 32347
850-838-3575
Steve.Spradley@taylorcountygov.com

8.2 Applicable Law:

The laws of the State of Florida shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Taylor County, Florida, and the Contract shall be interpreted by the laws of Florida. Venue of any litigation as a result of this Contract shall be exclusively in Taylor County, Florida.

8.3 Entire Contract/Amendments:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

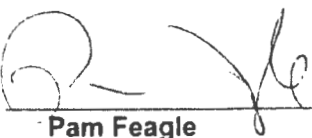
If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **County** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CrowderGulf Joint Venture, Inc.

Taylor County, Florida

By: 
John Ramsay

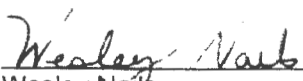
By: 
Pam Feagle

Title: **President**

Title: **BOARD CHAIRMAN**

ATTEST:

ATTEST:


Wesley Nalle

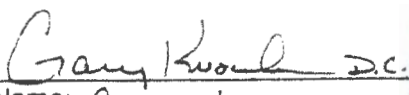

Name: **Gary Knowles**

EXHIBIT "B"

CONTRACTOR'S PRICE PROPOSAL

Date 06/01/17

Proposal of CrowderGulf Joint Venture, Inc.
(hereinafter called "Contractor"), authorized to do business under the laws of Florida proposes to the County of Taylor, Florida, (hereinafter called "County").

The Contractor, in compliance with your invitation for proposals for:

TAYLOR COUNTY DEBRIS REMOVAL SERVICES

Having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced proposals will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the County and to fully complete the work in the Contractual period of time allotted.

This price proposal form must be completed, signed, and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.

Contractor acknowledges receipt of the following addenda:

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

	ITEM DESCRIPTION	UNIT PRICE	
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS, including limbs and trees placed on ROW under pay items 10 and 11 below.	0-15.9 miles	\$ <u>6.80</u> /cy
		16.0-30.9 miles	\$ <u>7.40</u> /cy
		31-60 miles	\$ <u>8.00</u> /cy
2	DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	\$ <u>0.95</u> /cy	
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	\$ <u>2.50</u> /cy	
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ <u>1.90</u> /cy	
5	OPEN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ <u>1.20</u> /cy	
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles	\$ <u>2.50</u> /cy
		16.0-30.9 miles	\$ <u>3.50</u> /cy
		31-60 miles	\$ <u>5.50</u> /cy
7	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay tipping fees directly.	0-15.9 miles	\$ <u>3.00</u> /cy
		16.0-30.9 miles	\$ <u>4.00</u> /cy
		31-60 miles	\$ <u>6.00</u> /cy

8	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles \$ <u>6.80</u> /cy 16.0-30.9 miles \$ <u>7.40</u> /cy 31-60 miles \$ <u>8.00</u> /cy
9	REDUCTION OF C&D DEBRIS BY GRINDING	\$ <u>2.50</u> /cy
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles \$ <u>3.00</u> /cy 16.0-30.9 miles \$ <u>4.00</u> /cy 31-60 miles \$ <u>6.00</u> /cy
10. a	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, with County paying all tipping fees directly.(NON DMS OPTION)	0-15.9 miles \$ <u>7.25</u> /cy 16.0-30.9 miles \$ <u>8.25</u> /cy 31-60 miles \$ <u>9.00</u> /cy
11	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW.	\$ <u>70.00</u> /tree
12	REMOVAL OF HAZARDOUS TREES. The Contractor shall remove hazardous trees in the size categories listed (measured 54" above ground) over 2" in diameter at the break point and place them on public property or ROW. 6 inches to 11.99 inches diameter 12 inches to 23.99 inches diameter 24 inches to 35.99 inches diameter 36 inches to 47.99 inches diameter Greater than 48 inches diameter	\$ <u>30.00</u> /tree \$ <u>100.00</u> /tree \$ <u>150.00</u> /tree \$ <u>200.00</u> /tree \$ <u>250.00</u> /tree

13	<p>REMOVAL OF HAZARDOUS STUMPS. Contractor shall remove hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. Contractor shall backfill holes and ruts left by excavation of the stump.</p> <p>24 inches to 35.99 inches diameter \$ <u>200.00</u> /stump</p> <p>36 inches to 47.99 inches diameter \$ <u>250.00</u> /stump</p> <p>Greater than 48 inches diameter \$ <u>300.00</u> /stump</p>	
14	<p>REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.</p>	\$ <u>50.00</u> /unit
15	<p>REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.</p>	\$ <u>50.00</u> /unit
16	<p>REMOVAL, HAULING, AND DISPOSAL OF CONCRETE. The Contractor shall load, haul, and dispose of concrete material separated by the property county.</p>	\$ <u>12.00</u> /cy
17	<p>REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.</p>	\$ <u>5.00</u> /lb.
18	<p>REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.</p>	\$ <u>30.00</u> /each

19	REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES. The Contractor shall segregate, load, and haul abandoned tires to a collection site identified by County. [Tipping fees to be paid by County].	\$ <u>7.00</u> /each
20	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. [Tipping fees to be paid by County]	\$ <u>0.50</u> /lb.
21	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	\$ <u>12.00</u> /cy
22	CANAL/WATERWAY DEBRIS REMOVAL. The Contractor shall remove storm generated debris from drainage canals, creeks, and ditches. No hauling to DMS or landfill will occur under this line item.	
	1 foot to 10 feet (average width)	\$ <u>3.00</u> /per linear foot
	10.1 feet to 20 feet(average width)	\$ <u>5.00</u> /per linear foot
	20.1 feet to 35 feet(average width)	\$ <u>7.00</u> /per linear foot
	Greater than 35 feet(average width)	\$ <u>9.00</u> /per linear foot

**CONTRACTOR'S PRICE PROPOSAL – PART II
EQUIPMENT AND LABOR RATES**

ITEM	DESCRIPTION	HOURLY PRICE
1.	JD 544 Wheel Loader with debris grapple	\$ 100.00
2.	JD 644 Wheel Loader with debris grapple	\$ 110.00
3.	Extendaboom Forklift with debris grapple	\$ 65.00
4.	753 Bobcat Skid Steer Loader with debris grapple	\$ 60.00
5.	753 Bobcat Skid Steer Loader with bucket	\$ 50.00
6.	753 Bobcat Skid Steer Loader with street sweeper	\$ 60.00
7.	30-50 H Farm Tractor with box blade or rake	\$ 45.00
8.	2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ 90.00
9.	3 – 4 cu. yd. Articulated Loader with bucket	\$ 100.00
10.	JD 648E Log Skidder or equivalent	\$ 75.00
11.	CAT D4 Dozer	\$ 60.00
12.	CAT D5 Dozer	\$ 75.00
13.	CAT D6 Dozer	\$ 90.00
14.	CAT D7 Dozer	\$ 110.00
15.	CAT D8 Dozer	\$ 125.00
16.	CAT 125 – 140 HP Motor Grader	\$ 90.00
17.	JD 690 Trackhoe with debris grapple	\$ 100.00
18.	JD 690 Trackhoe with bucket and thumb	\$ 100.00
19.	Rubber Tired Excavator with debris grapple	\$ 105.00
20.	JD 310 Rubber Tired Backhoe with bucket and hoe	\$ 60.00
21.	210 Prentiss Knuckleboom with debris grapple	\$ 90.00
22.	CAT 623 Self-Loader Scraper	\$ 150.00
23.	Hand-Fed Debris Chipper	\$ 35.00
24.	30 Ton Crane	\$ 150.00
25.	50 Ton Crane	\$ 170.00

26. 100 Ton Crane (8 hour minimum)	\$ 250.00
27. 40 – 60' Bucket Truck	\$ 90.00
28. Greater than 60' Bucket Truck	\$ 120.00
29. Fuel/ Service Truck	\$ 50.00
30. Water Truck	\$ 60.00
31. Portable Light Plant	\$ 14.00
32. Lowboy Trailer with Tractor	\$ 90.00
33. Flatbed Truck	\$ 40.00
34. Pick-up Truck (unmanned)	\$ 14.00
35. Self-Loading Dump Truck with debris grapple	\$ 125.00
36. Single Axel Dump Truck, 5 – 12 cu. yd.	\$ 45.00
37. Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 60.00
38. Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 70.00
39. Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 85.00
40. Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 100.00
41. Chainsaw (without operator)	\$ 4.00
42. Temporary Office Trailer	\$ 15.00
43. Mobile Command and Communications Trailer	\$ 50.00
44. Laborer, with small hand tools	\$ 28.00
45. Skilled Sawman	\$ 32.00
46. Crew Foreman with cell phone	\$ 45.00
47. Tree Climber	\$ 90.00
48. Fast Picker Barge	\$ 190.00
49. Barge with push boat	\$ 275.00
50. Management Boat	\$ 50.00

All equipment rates include the cost of the operator, fuel, and maintenance.

All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. **Training and Assistance:** Annual sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. **Preliminary Damage Assessment:** Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. **Mobilization and Demobilization:** All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. **Temporary Storage of Documents:** The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.
- E. **Debris Planning Efforts:** The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- F. **Reporting and Documentation:** The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

No amount of work is guaranteed under this contract.

Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of debris and established units of other materials removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed. All payments made to the Contractor shall be subject to a 5% retainage which will be retained for a minimum of sixty (60) days after completion of all contract work to insure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the County reserves the right to reject any or all proposals. Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

Respondent understands that the County reserves the right to reject any or all offers and to waive informalities in the proposal. The Respondent agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals. The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name: CrowderGulf Joint Venture, Inc.

Address (City, State, Zip Code): 5435 Business Parkway Theodore, AL 36582

Office Phone, Fax Number, and Email: 800-992-6207 / 251-459-7433 /

Business Representative Name and Title: John Ramsay, President & CEO

Signature of Representative: 



1st YEAR RENEWAL OF AGREEMENT
Made By and Between

Landfall Strategies, LLC
216 Lower Bogue Road
Harwinton, CT 06791
941-451-7472

and

Taylor County, FL
Division of Emergency Management
591 Highway 27 East, Perry, FL 32348
Phone: (850) 838-3575

On November 6, 2017, Taylor County, FL accepted Landfall Strategies, LLC bid to provide disaster debris monitoring and grant consulting services for the County should the need arise. The terms of the agreement are for an initial period of three (3) years, with the option of two (2) additional one (1) year periods upon the consent of both Parties.

As the initial maturity date of this agreement is May 31, 2022. Landfall Strategies, LLC and the Taylor County, FL hereby desire and agree to exercise the 2nd year renewal option for the above defined contract for the period of November 6, 2021 to November 06, 2022.

ACCEPTANCE:

LANDFALL STRATEGIES, LLC

By: [Signature] Its: President

Name printed or typed: Bryan S. Fike

Date: May 31, 2022

Taylor County, FL

By: [Signature] Its: Director

Name printed or typed: John Louk

Date: 7.19.22



1st YEAR RENEWAL OF AGREEMENT

Made By and Between

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As the initial maturity date of this agreement is November 06, 2020, Landfall Strategies, LLC and Taylor County, FL hereby desire and agree to exercise the 1st year renewal option for the above defined contract for the period of November 6, 2020 to November 06, 2021.

ACCEPTANCE:

LANDFALL STRATEGIES, LLC

By:  Its: Executive Vice President

Name printed or typed: Ryan M. Kelley

Date: October 19, 2020

Taylor County, FL

By:  Its: Director Board Chairperson

Name printed or typed: Kristy Anderson Thomas Dempsey

Date: 11/17/20

DISASTER DEBRIS MONITORING SERVICES AGREEMENT

This Disaster Debris Monitoring Services Agreement (the "Contract") is entered into on November 6, 2017 (the "effective date") by and between Taylor County, Florida, (the "Client") and Landfall Strategies, LLC, a Florida domiciled company (the "Contractor"), each of which may be referred to individually as "Party" or collectively as the "Parties."

The Parties agree to the following:

1. **Services.** During the Term (as defined herein), and as requested by Client with a notice to proceed and/or a task order, the Contractor shall provide those services listed on Attachment A, which is attached and incorporated herein (the "Services"). Services were formally and publicly solicited through Request for Proposal for "Disaster Debris Monitoring Services." The Services shall be invoiced on an hourly basis, in accordance with the rates in Attachment B, which is attached and incorporated herein.
2. **Term.** The term of this Contract shall commence on the effective date as specified above ("Effective Date"), and shall be for an initial period of three (3) years, with the option of two (2) additional one (1) year periods upon the consent of both Parties.
3. **Independent Contractor.** It is expressly acknowledged by the Parties that Contractor is an "independent contractor" and nothing contained in this Contract is intended, nor shall be construed, to create a partnership between the Parties, to cause either Party to be responsible in any way for the debts, liabilities, or obligations of the other Party, or to constitute an employer-employee relationship between the Parties.
4. **Insurance.** During the Term, Contractor agrees to obtain or maintain insurance coverage to insure the responsibilities assumed herein, and shall upon request by Client, provide Certificates of Insurance evidencing such coverage. These insurance requirements shall meet those minimums set forth in Paragraph 12.10 herein.
5. **Notice.** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follow:

Party:	<u>TAYLOR COUNTY, FLORIDA</u>	<u>LANDFALL STRATEGIES, LLC</u>
Contact:	<u>Steve Spradley, Director</u>	<u>Craig Schultz, Senior Vice President</u>
Address:	<u>Department of Emergency Management</u>	<u>7061 S. Tamiami Trail</u>
	<u>591 East US Highway 27</u>	<u>Suite B</u>
	<u>Perry, Florida 32347</u>	<u>Sarasota, FL 34231</u>
E-Mail:	<u>Steve.spradley@taylorcountygov.com</u>	<u>cschultz@landfallstrategies.com</u>
Phone:	<u>(850) 838-3575</u>	<u>(941) 451-7472</u>

The Parties may revise contact information at any time upon giving the other Party written notice.

7. **Compensation.** Compensation for Services shall be in accordance with the rates in Attachment B. The Client shall pay Contractor no later than thirty (30) days from the receipt of the invoice. The compensation for Services may not be modified, unless otherwise agreed upon by the Parties in writing. The Contractor may invoice the Client no more often than once every fifteen (15) days, unless the Client agrees otherwise in writing.

8. **Termination.**

8.1 **For Cause.** The Client may terminate the Contract if (1) Contractor fails to perform under the terms of this Contract, (2) Client provides Contractor with a written notice of the default, and (3) Contractor fails to cure the default within a reasonable period. Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control of, and without the fault or negligence of, the Contractor.

8.2 **Without Cause.** Either Party may terminate this Contract without cause by providing the other Party with fifteen (15) days written notice of the termination.

8.3 **Effects of Termination.** Upon receipt of any notice of termination, Contractor shall discontinue providing Services except as otherwise provided in Section 8.1. To the extent that the termination of this Contract is not due to Contractor's breach of its obligations under the Contract, Client shall reimburse Contractor for all Services properly furnished in accordance with the requirements of this Contract up and through the date of the notice of termination (or such other time specified in the notice). Notwithstanding any other provisions in the Contract to the contrary, the Contractor shall have no further obligations under this Contract after the effective date of the termination.

9. **Indemnification/ Liability.**

9.1 Contractor shall indemnify, defend, and hold harmless the Client, from losses or damages arising out of personal injury or property damage claims resulting from Contractor's negligence, or acts or omissions, in performing the Services. Contractor shall not indemnify for that portion of any losses or damages caused by the gross negligence or willful misconduct of Client.

10. **Force Majeure.** The Contractor shall not be responsible for any delay resulting from its failure to perform if neither the fault nor the negligence of Contractor 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 the Contractor's control, or for any of the foregoing if no alternate source of supply is available to Contractor. In case of any delay Contractor believes is excusable, Contractor shall notify the Client in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within 5 days after the date Contractor first had reason to believe that a delay could result. 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 Contractor shall continue to perform in accordance with the Contract. The Parties shall mutually determine whether additional compensation is warranted.

11. **Contingency.** Contractor acknowledges that FEMA or another federal agency assistance may be used to fund this contract. Pursuant to the terms and conditions of this Contract, Contractor shall provide Services to the Client in accordance with federal, state, and local laws, rules, and regulations, FEMA Policy and Guidance. The payment for Services shall not be contingent upon any funding amount approved, or provided by, FEMA to the Client.

12. General Provisions.

- 12.1 Agreement.** This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon the Parties.
- 12.2 Assignment.** Neither party may assign its rights or obligations hereunder without the prior written consent of the other party. An assignment by operation of law to a successor in interest of Contractor, a change of control and ownership of Contractor, and assignment by Contractor to a parent, subsidiary, or affiliate of Contractor shall not be considered an assignment requiring consent of Client.
- 12.3 Governing Law/Venue.** This Contract shall be governed by, and construed in accordance with Florida law. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state or county court in or near Taylor County, Florida.
- 12.4 Safety.** The Contractor agrees that it shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations relating to occupational safety.
- 12.5 Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions between the Client and Contractor. The Contract may only be modified or amended upon mutual written agreement of the Parties. This provision shall apply to any change orders and any change order must be in writing and signed by both parties to this contract in order for the Contractor to be reimbursed for work performed under any such change orders.
- 12.6 Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 12.7 Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 12.8 Authority.** Each person signing the Contract represents that he or she is duly authorized to do so and to bind the respective Party to the Contract.
- 12.9 Records Retention.** The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The Client shall have access to all records, documents and information collected and/or maintained by others during the administration of the agreement, and will maintain the right to provide said information to FEMA, the Comptroller General of the United States or any other participating and authorized federal or state representatives.
- 12.10 Insurance.** Contractor shall possess and provide to the County Certificates of Insurance evidencing the following insurance coverages:

Workers Compensation: The Contractor shall provide coverage for its employees with all statutory workers' compensation limits, and no less than \$1,000,000.00 for Employer's Liability. The said coverage shall include a waiver of subrogation in favor of the Client and its agents, employees, and officials.

Commercial General Liability: The Contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00 per occurrence, with an \$2,000,000.00 aggregate.

Business Automobile Liability: The Contractor shall provide coverage for all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, or Combined Single Limits or its equivalent.

Professional Liability (Errors & Omissions): The Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate shall either apply separately to this contract, or shall be at least twice the required limit per claim.

- 12.11 **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

- 12.12 **Access to Records.** (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- 12.13 **Clean Air Act and the Federal Water Pollution Control Act.**
Clean Air Act. (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (Regional Office).
(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA."

12.14 Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

12.15 Anti-Discrimination. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.


(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the Parties have executed this Contract on the first date as written above.

Party: <u>TAYLOR COUNTY, FLORIDA</u>	<u>LANDFALL STRATEGIES, LLC</u>
Name: <u>Pam Feagie</u>	<u>Craig Schultz</u>
Title: <u>Board Chair</u>	<u>Senior Vice President</u>
Signature: 	
Date: <u>November 6, 2017</u>	

ATTACHMENT A

SCOPE OF WORK

A. DISASTER DEBRIS MONITORING SERVICES

. Specific services may include:

- a. Coordinating daily briefings, work progress, staffing, and other key items with the County.
- b. Support with the selection and permitting of TDSRS locations and other permitting/regulatory issues as requested.
- c. Scheduling work for team members and contractors daily.
- d. Include as necessary county representatives or employees as team members to accompany contractor monitors in the field.
- e. Hiring, scheduling, and managing field staff.
- f. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- g. Assisting the County with responding to public concerns and comments.
- h. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- i. As part of contractor vehicle certification, the monitor will verify truck capacities and recertify on a regular basis.
- j. Verifying contractor completed work, including type of debris collected, amount of debris collected and the original collection location.
- k. Completing and physically controlling load tickets in both monitoring towers and in the field.
- l. Ensuring that trucks are accurately credited for their load and ensure that they are not artificially loaded to maximize reimbursement.
- m. Ensuring that hazardous waste is not mixed in with loads.
- n. Inspecting all trucks to ensure that all debris is removed from trucks at the DMS.
- o. Ensuring that daily loads meet permit requirements.
- p. The monitor will validate hazardous trees, including hangers, leaners, and stumps and provide appropriate documentation forms.
- q. Entering load tickets into a database application.
- r. Digitization of source documentation (such as load tickets).
- s. Developing daily operational reports to keep the County informed of work progress.
- t. Reporting if the debris removal contractor personnel safety standards are not followed.

- u. Reporting if public safety standards are not followed.
- v. Reporting if improper equipment is mobilized and used.
- w. Developing maps, GIS applications, etc. as necessary.
- x. Monitoring site development and restoration of DMS.
- y. Reporting if debris removal work does not comply with all local ordinances as well as State and Federal regulations.
- z. Ensuring that work stops immediately in an area where human remains, or potential archeological deposits are discovered.
- aa. Performing a comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- bb. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
- cc. Preparing reports to include debris collected from curbside and/or collection centers, debris accepted at the DMS and/or final disposition, debris recycled/reduced at the DMS and taken to final disposition, and operation or safety issues.
- dd. Final report and appeal preparation and assistance.

B. GRANT APPLICATION, ADMINISTRATION & MANAGEMENT SERVICES

As directed by the County, the consultant shall provide:

- a. Preliminary Damage Assessment (PDA)
- b. Direct Administrative Cost Assistance
- c. Small PW Development
- d. Large PW Preparation
- e. Alternate and Improved Project Funding Consultation
- f. Hazard Mitigation Funding Support
- g. Special Consideration Assistance
- h. Construction Inspection
- i. Grant Administration/Financial Reconciliation Services
- j. Interim Project Inspections
- k. Final Project Inspections
- l. Data Collection and Dissemination

- m. Financial Compliance Review
- n. Insurance evaluation, documentation adjusting and settlement services;
- o. Project Scope Development
- p. Project Cost Estimation and Documentation
- q. Project Payment Requests
- r. Management – Project Cost Reconciliations
- s. Evaluating/Estimating Cost Overruns
- t. Preparing PW Versions for Cost Adjustments
- u. Grant Closeout Services
- v. Audit Assistance/Defense
- w. Appeals Development

C. EMERGENCY MANAGEMENT PLANNING AND TRAINING

As directed by the County, the Consultant shall provide:

- a. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
- b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- c. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- d. Procurement assistance for debris removal contractors and other services as requested.
- e. Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Panels.
- f. Technical support and assistance in developing public information.
- g. Other training and assistance as requested by the County.
- h. Other reports and data as required by the County.
- i. Other emergency management and consulting services identified and required by the County.

ATTACHMENT B

RATE SCHEDULE

Landfall Strategies would provide the personnel listed below, on an as needed or requested basis, at the direction of Taylor County.

Project Manager	\$ 39.00
Operations Managers	\$ 47.00
GIS Analyst	N/A
Environmental Specialist	N/A
Field Supervisors	\$ 42.00
Data Manager	\$ 47.00
Debris Site/Tower Monitors	\$ 28.00
Crew Monitors	\$ 28.00
Load Ticket Data Entry Clerks (QA/QC)	\$ 18.00
Project Coordinators	N/A

Legislative Affairs Consultant	\$ 95.00
Project Manager	\$ 79.00
Senior Grant Management Consultant	\$ 79.00
Project Engineer/Damage Assessor	\$ 59.00
Grant Management Consultant	\$ 69.00
Environmental Scientist (Regulatory Support)	\$ 49.00
Grant Management Specialist	\$ 59.00
Grant Management Analyst	\$ 49.00
Field Site Inspector	\$ 59.00
Office/Clerical	\$ 22.00

Project Manager	\$ 79.00
Senior Consultant	\$ 75.00
Emergency Management Consultant	\$ 65.00
Emergency Management Trainer	\$ 65.00
Emergency Management Specialist	\$ 65.00
Emergency Management Analyst	\$ 39.00
Office/Clerical	\$ 22.00

- Rates are for paper load ticketing with manual data entry. If the County prefers to use Automated Debris Management System (ADMS), an additional \$3.45 per hour would apply to Supervisor, Debris Site Tower Monitor and Crew Monitor rates.

Pro Bono Pre-Event Services

Landfall Strategies would provide these services without cost:

- Annual coordination meeting with debris removal contractor;
- Review of current debris management plan and disaster recovery contracts;
- Review of critical facilities and roadways;
- Review and assessment of local ordinances, inter-local agreements and memoranda of understanding pertaining to disaster debris removal;
- Assessment of special needs areas and issues (parks, private gated communities, mobile home communities, waterways, beaches, canals, marinas, etc.);
- Review of current temporary debris management sites with recommendations;
- Review of debris removal and management contracts;
- Review and update of current public information materials pertaining to disaster debris;
- Assistance with solicitation and procurement of debris removal contracts;
- Review of ordinances pertaining to debris removal and disaster assistance;
- Regular phone consultation regarding open FEMA claims, Public Assistance policy or disaster debris management issues.

TAYLOR COUNTY, FLORIDA

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**SOLID WASTE SERVICE
ASSESSMENT ORDINANCE**

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ADOPTED July 19, 2022

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ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA; RELATING TO THE COLLECTION OF SOLID WASTE IN TAYLOR COUNTY, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF ANNUAL SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY IN TAYLOR COUNTY, FLORIDA; PROVIDING FOR DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING SOLID WASTE SERVICE ASSESSMENTS; PROVIDING THAT SOLID WASTE SERVICE ASSESSMENTS CONSTITUTE A LIEN ON RESIDENTIAL PROPERTY UPON ADOPTION OF ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR A SOLID WASTE SERVICE ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMENTS; PROVIDING PROCEDURES FOR COLLECTION OF SOLID WASTE SERVICE ASSESSMENTS; PROVIDING FOR CODIFICATION; REPEALING CHAPTER 66, ARTICLE III OF THE TAYLOR COUNTY CODE OF ORDINANCES CONCERNING THE TAYLOR COUNTY SOLID WASTE SERVICES UNIT (MSBU) IN ITS ENTIRETY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY, FLORIDA:

ARTICLE I

INTRODUCTION

SECTION 1.01. DEFINITIONS. As used in this Ordinance, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Annual Rate Resolution" means the resolution described in Section 2.08 hereof, establishing the rate at which a Solid Waste Service Assessment for a specific Fiscal Year will be computed. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which a Solid Waste Service Assessment is imposed or reimposed.

"Assessment Roll" means the special assessment roll relating to a Solid Waste Service Assessment approved by a Final Assessment Resolution pursuant to Section 2.06 hereof or an Annual Rate Resolution pursuant to Section 2.08 hereof.

"Biohazardous Waste" means any Solid Waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts, laboratory and veterinary waste which contains human disease-causing agents, used disposable sharps, human blood, and human blood products and body fluids, and other materials which represent a significant risk of infection to persons outside of the generating facility.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind. This term shall include mobile homes or any vehicles serving in any way the function of a Building.

"Board" means the Board of County Commissioners of Taylor County, Florida.

"Bulk Trash" means any non-vegetative large items of various types which cannot be cut for placement in a garbage container. Bulk Trash shall not include White Goods, automobiles and automotive components, internal combustion engines or Construction Debris. Bulk Trash shall include carpeting of any diameter if folded, tied and rolled or bundled and cut in lengths of six (6) feet or less.

"Certificate of Occupancy" means the written certification issued by the County that a Building is ready for occupancy for its intended use. For the purposes of this Ordinance, a set up or tie down permit or its equivalent issued for a mobile home shall be considered a Certificate of Occupancy.

"County" means Taylor County, Florida.

"County Administrator" means the chief administrative officer of the County, designated by the Board to be responsible for coordinating Solid Waste Service Assessments, or such person's designee.

"Commercial Collection Service" means the collection and transportation of Solid Waste from Commercial Property by the County or its Franchisee to a Solid Waste disposal facility.

"Commercial Property" means all Improved Property other than Residential Property.

"Construction Debris" means materials generally not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or roofing material, pipe, gypsum wallboard, and lumber. Construction Debris shall include materials from the construction or destruction of a structure as part of a construction or

demolition project, and including rocks, soils, stumps, and other vegetative matter which normally results from land clearing or land development operations for a construction or home improvement project.

"Dwelling Unit" means a Building, or a portion thereof, which is located upon Residential Property and lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family unit only.

"Final Assessment Resolution" means the resolution described in Section 2.06 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the initial imposition of Solid Waste Service Assessments.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the County.

"Franchisee" means an entity granted a franchise by the County to collect, transport and dispose of Solid Waste within the County.

"Garbage" means every refuse accumulation of animal, fruit, vegetable, or organic matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ carrying insects.

"Government Property" means Residential Property owned by the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

"Hazardous Waste" means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

"Improved Property" means all property within the unincorporated area of the County and any incorporated areas included pursuant to Section 2.14 hereof on which a Building or other improvements have been placed or constructed, which improvements result in such property generating Solid Waste or being capable of generating Solid Waste.

"Initial Assessment Resolution" means the resolution described in Section 2.02 hereof which shall be the initial proceeding for the identification of the Solid Waste Cost for which an assessment is to be made and for the imposition of a Solid Waste Service Assessment.

"Ordinance" means this Solid Waste Service Assessment Ordinance, as amended from time-to-time.

"Owner" shall mean the Person reflected as the owner of Residential Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Preliminary Rate Resolution" means the resolution described in Section 2.08 hereof initiating the annual process for updating the Assessment Roll and directing the reimposition of Solid Waste Service Assessments pursuant to an Annual Rate Resolution.

"Property Appraiser" means the Taylor County Property Appraiser.

"Prohibited Waste" means any Hazardous Waste, Biohazardous Waste, or Special Waste.

"Recovered Materials" means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste such as:

- (a) newspapers, including the normal percentage of rotogravure and colored sections, but not including phone books, magazines, and any paper other than newspaper;
- (b) aluminum beverage cans, commingled with ferrous food containers;
- (c) high density polyethylene plastics ("HDPE") commingled with polyethylene terephthalate plastics ("PET");
- (d) clear glass;
- (e) brown glass; and
- (f) green glass.

Recovered Materials shall not include Prohibited Waste, white office paper, aerosol cans, pharmaceutical glass containers, medical waste containers, pesticide containers or containers originally containing Prohibited Waste.

"Residential Property" means all Improved Property that (i) is included on the Assessment Roll and receives a special benefit from the delivery of the Solid Waste and

Recovered Materials collection and disposal services, facilities, and programs identified in the Initial Assessment Resolution or a subsequent Preliminary Rate Resolution, (ii) contains at least one Dwelling Unit including Improved Property that is used as a mobile home or recreational vehicle park, and (iii) does not receive Commercial Collection Service.

"Solid Waste" includes Garbage, Yard Trash, Bulk Trash, White Goods, or other discarded material resulting from normal housekeeping activities, and shall exclude Prohibited Waste.

"Solid Waste Service Assessment" means a special assessment lawfully imposed by the County against Residential Property to fund all or any portion of the cost of the provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the Residential Property.

"Solid Waste Cost" means the amount necessary to fund the County's collection and disposal of Solid Waste and the recycling activities of Recovered Materials that are allocable to Residential Property during a Fiscal Year and shall include, but not be limited to: (A) the cost, whether direct or indirect, of all services, facilities, and programs provided by the County, or through contractual arrangements with the County relating to Solid Waste and Recovered Materials collection and disposal activities; (B) the cost of any indemnity or surety bonds and premiums for insurance; (C) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (D) the cost of computer services, data processing, and communications; (E) the cost of training,

travel and per diem; (F) the recovery of unpaid or delinquent fees or charges advanced by the County and due for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs allocable to specific parcels; (G) the cost of engineering, financial, legal or other professional services; (H) all costs associated with the structure, implementation, collection, and enforcement of the Solid Waste Service Assessments or a prior year's assessment for a comparable service, facility or program, including any service charges of the Tax Collector or Property Appraiser; (I) all other costs and expenses necessary or incidental to the acquisition, provision, or delivery of the services, facilities, and programs funded by the Solid Waste Service Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the Board; (J) a reasonable amount for contingency and anticipated delinquencies and uncollectible Solid Waste Service Assessments; and (K) reimbursement to the County or any other Person for any monies advanced for any costs incurred by the County or such Person in connection with any of the foregoing items of Solid Waste Cost.

"Special Waste" means Solid Waste that requires special handling and management, including, but not limited to, asbestos, whole tires, used tires, used oil, lead-acid batteries, and Biohazardous Wastes and shall include items that exceed any size limitations for Yard Trash and Bulk Trash.

"Tax Collector" means the Taylor County Tax Collector.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem

assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

"White Goods" means discarded refrigerators, washing machines, dryers, ranges, water heaters, freezers, air conditioning units, and other similar large appliances.

"Yard Trash" means vegetative matter resulting from normal yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds or small tree branches that shall not exceed four feet in length and four inches in diameter.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. FINDINGS. It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, section 1, Florida Constitution, and sections 125.01 and 125.66, Florida Statutes, the Board has all powers of local self-government to perform county functions and to render county services except when prohibited by law, and such power may be exercised by the enactment of legislation in the form of County ordinances.

(B) In addition to its powers of self-government, the Board is authorized by section 125.01(1)(q), Florida Statutes, to impose Solid Waste Service Assessments in all or a portion of the unincorporated area and within municipal areas through the creation

of a municipal service benefit unit. The creation of a municipal service benefit unit which consists of any property situated within an incorporated area requires the consent of the affected municipality pursuant to section 125.01(1)(q), Florida Statutes. Additionally, the Board derives authority to impose Solid Waste Service Assessments within a municipal service benefit unit from the home rule power of counties in Article VIII, section 1(f), Florida Constitution, section 125.01, Florida Statutes, and specifically section 125.01(1)(r), Florida Statutes.

(C) This Ordinance authorizes the imposition of Solid Waste Service Assessments through a municipal service benefit unit hereafter created in an Initial Assessment Resolution or Preliminary Rate Resolution adopted pursuant to this Ordinance. Additionally and alternatively, this Ordinance authorizes the imposition of a Solid Waste Service Assessment throughout a geographic area designated by the Board in an Initial Assessment Resolution or a Preliminary Rate Resolution, without requiring the creation of a new, or the use of an existing, municipal service benefit unit. This Ordinance authorizes the Board to designate all or a portion of the unincorporated area and municipal areas with such municipality's consent as a part of the municipal service benefit unit.

(D) The purpose of this Ordinance is to (1) provide procedures and standards for the imposition of annual Solid Waste Service Assessments under the general home rule powers of a county to impose special assessments; (2) authorize a procedure for the funding of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs providing special benefits to property within the County; and (3) legislatively determine the special benefit provided to Residential Property from the

provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs by the County.

(E) Pursuant to section 403.706(1), Florida Statutes, the County has the general responsibility and authority to provide for the collection and transport of Solid Waste generated within the County to appropriate Solid Waste disposal facilities.

(F) The existence of any Building or other improvement on Improved Property results in such property generating Solid Waste or being capable of generating Solid Waste.

(G) Whether imposed throughout the entire County or a portion thereof, the imposition of a recurring annual Solid Waste Service Assessment is an alternative, equitable and efficient method to fairly and reasonably apportion and recover the Solid Waste and Recovered Materials collection and disposal services, facilities, and program costs experienced by the County among the parcels of Residential Property within the area assessed.

(H) The use of the uniform method of collection authorized by the Uniform Assessment Collection Act provides a mechanism to equitably and efficiently collect Solid Waste Service Assessments from Residential Property.

(I) The annual Solid Waste Service Assessments to be imposed pursuant to this Ordinance shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(J) The Solid Waste Service Assessment to be imposed using the procedures provided in this Ordinance is imposed by the Board, not the Clerk, Property Appraiser or

Tax Collector. The duties of the Clerk, Property Appraiser or Tax Collector under the provisions of this Ordinance and the Uniform Assessment Collection Act are ministerial.

SECTION 1.04. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT.

It is hereby ascertained, determined and declared that Solid Waste and Recovered Materials collection and disposal services, facilities, and programs of the County provide a special benefit to property within the County that is improved by the existence of a Dwelling Unit or Building based upon the following legislative determinations:

(A) Solid Waste and Recovered Materials collection and disposal services, facilities, and programs furnished by the County possess a logical relationship to the use and enjoyment of Residential Property by providing: (1) Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to the Owners and occupants of Residential Property for proper, safe, and cost effective disposal of Solid Waste and Recovered Materials generated on such property, (2) better service to Owners and tenants, (3) the enhancement of environmentally responsible use and enjoyment of Residential Property, and (4) the protection of property values and the health and safety of the Owners and occupants of Residential Property resulting from the uniform delivery and availability of such services, facilities, and programs.

(B) The provision of comprehensive Solid Waste and Recovered Materials collection and disposal services, facilities, and programs furnished by or through the County to Residential Property enhances and strengthens the relationship of such services and programs to the use and enjoyment of Residential Property within the County.

ARTICLE II

ANNUAL SOLID WASTE COLLECTION AND DISPOSAL ASSESSMENTS

SECTION 2.01. GENERAL AUTHORITY.

(A) The Board is hereby authorized to impose an annual Solid Waste Service Assessment upon Residential Property to fund all or any portion of the Solid Waste Cost at a rate of assessment based on the special benefit accruing to such property from the County's provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs. All Solid Waste Service Assessments shall be imposed in conformity with the procedures set forth in this Article II.

(B) The amount of the Solid Waste Service Assessment imposed in a Fiscal Year against a parcel of Residential Property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Solid Waste Cost among properties on a basis reasonably related to the special benefit provided by Solid Waste and Recovered Materials collection and disposal services, facilities, and programs funded with assessment proceeds.

(C) Any unpaid or delinquent fees, charges, or assessments due the County for Solid Waste management and disposal services or facilities which are allocable to specific parcels of Residential Property may be included in the annual Solid Waste Service Assessment for such parcels. In such an event, any existing lien on each affected parcel for unpaid or delinquent fees, charges, or assessments shall be supplanted by the lien

resulting from the inclusion of such unpaid or delinquent fees, charges, or assessments in the amount of the Solid Waste Service Assessment.

SECTION 2.02. INITIAL PROCEEDINGS.

(A) The initial proceeding for the imposition of a Solid Waste Service Assessment shall be the adoption of an Initial Assessment Resolution by the Board (1) containing a brief and general description of the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided; (2) determining the Solid Waste Cost to be assessed; (3) describing the method of apportioning the Solid Waste Cost and the computation of the Solid Waste Service Assessment for specific properties; (4) providing a summary description of the parcels of property (conforming to the description contained on the Tax Roll) located within the County that receive a special benefit from the provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs or describing a specific geographic area in which such service, facility, or program will be provided; (5) establishing an estimated assessment rate for the upcoming Fiscal Year; (6) authorizing the date, time, and place of the public hearing to receive and consider comments from the public and consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and (7) directing the County Administrator to (a) prepare the initial Assessment Roll, as required by Section 2.03 hereof, (b) publish the notice required by Section 2.04 hereof, and (c) mail the notice required by Section 2.05 hereof using information then available from the Tax Roll.

(B) The Initial Assessment Resolution shall also sufficiently identify property that may be subject to the imposition of Solid Waste Service Assessments by designating

a geographic area within the County where the Board provides Solid Waste collection and disposal services, facilities and programs as follows:

(1) Such Board designated geographic area may consist of all or a portion of the unincorporated area, all or a portion of the incorporated area, or any combination of the foregoing. The Board may designate such geographic area by creating a new municipal service benefit unit, which contains a description of the property to be included or by using an existing municipal service benefit area heretofore created by the Board.

(2) Alternatively, the Board shall identify such property by providing a summary description of the parcels, conforming to the description on the Tax Roll, located within the County that receive a special benefit from the provision of Solid Waste collection and disposal services, facilities or programs.

SECTION 2.03. INITIAL ASSESSMENT ROLL.

(A) The County Administrator shall prepare, or direct the preparation of, the initial Assessment Roll, which shall contain the following:

(1) A summary description of all Residential Property conforming to the description contained on the Tax Roll.

(2) The name of the Owner of the Residential Property, if available.

(3) The amount of the Solid Waste Service Assessment to be imposed against each such parcel of Residential Property.

(B) The initial Assessment Roll shall be retained by the County Administrator and shall be open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Solid Waste Service

Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

SECTION 2.04. NOTICE BY PUBLICATION.

(A) Upon completion of the initial Assessment Roll, the County Administrator shall publish, or direct the publication of, once in a newspaper of general circulation within the County a notice stating that at a meeting of the Board on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Board will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

(B) The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Solid Waste Service Assessment; (2) a brief and general description of the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided; (3) the rate of assessment; (4) notification that unpaid or delinquent fees, charges, or assessments due the County for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs allocable to specific parcels will be additionally included in the annual Solid Waste Service Assessment; (5) the procedure for objecting provided in Section 2.06 hereof; (6) the method by which the Solid Waste Service Assessment will be collected; and (7) a statement that the initial Assessment Roll is available for inspection at the office of the County Administrator and all interested persons may ascertain the amount to be

assessed against a parcel of Residential Property at the office of the County Administrator.

SECTION 2.05. NOTICE BY MAIL.

(A) In addition to the published notice required by Section 2.04, the County Administrator shall provide notice, or direct the provision of notice, of the proposed Solid Waste Service Assessment by first class mail to the Owner of each parcel of property subject to the Solid Waste Service Assessment.

(B) Such notice shall include (1) the purpose of the Solid Waste Service Assessment; (2) the rate of assessment to be levied against each parcel of property; (3) the unit of measurement applied to determine the Solid Waste Service Assessment; (4) the number of such units contained in each parcel of property; (5) the total revenue to be collected by the County from the Solid Waste Service Assessment; (6) a statement that failure to pay the Solid Waste Service Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) notification that unpaid or delinquent fees, charges, or assessments due the County for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs allocable to specific parcels will be additionally included in the Solid Waste Service Assessment; (8) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the Board within 20 days of the notice; and (9) the date, time, and place of the hearing.

(C) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be

deemed mailed upon delivery thereof to the possession of the United States Postal Service. The County Administrator may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Solid Waste Service Assessment imposed by the Board pursuant to this Ordinance.

SECTION 2.06. ADOPTION OF FINAL ASSESSMENT RESOLUTION.

(A) At the time named in such notice, or to which an adjournment or continuance may be taken by the Board, the Board shall receive any written objections of interested persons and may then, or at any subsequent meeting of the Board adopt the Final Assessment Resolution which shall (1) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Board; (2) establish the rate of assessment to be imposed in the upcoming Fiscal Year; (3) approve the inclusion of any unpaid or delinquent fees, charges, or assessments due the County for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs; (4) approve the initial Assessment Roll, with such amendments as it deems just and right; and (5) determine the method of collection.

(B) The adoption of the Final Assessment Resolution by the Board shall constitute a legislative determination that all parcels assessed derive a special benefit from the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

(C) All objections to the Final Assessment Resolution shall be made in writing, and filed with the County Administrator at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Solid Waste Service Assessments are imposed or reimposed hereunder.

SECTION 2.07. EFFECT OF FINAL ASSESSMENT RESOLUTION.

(A) The Solid Waste Service Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Residential Property, the method of apportionment and assessment, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Solid Waste Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Board action on the Final Assessment Resolution.

(B) The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Solid Waste Service Assessments, such other official as the Board by resolution shall designate.

SECTION 2.08. ANNUAL ADOPTION PROCEDURE.

(A) Annually during the budget process, the Board shall determine whether to reimpose a Solid Waste Service Assessment for each Fiscal Year following the initial

Fiscal Year. If the Board elects to reimpose a Solid Waste Service Assessment, the procedures in this Section 2.08 shall be followed.

(B) The initial proceedings for the reimposition of an annual Solid Waste Service Assessment by the Board shall be the adoption of a Preliminary Rate Resolution by the Board (1) containing a brief and general description of the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided; (2) determining the Solid Waste Cost to be assessed for the upcoming Fiscal Year; (3) establishing the estimated assessment rate for the upcoming Fiscal Year; (4) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and (5) directing the County Administrator to (a) update the Assessment Roll, (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require, and (c) direct and authorize any supplemental or additional notice deemed proper, necessary or convenient by the County.

(C) At the public hearing established in the Preliminary Rate Resolution or to which an adjournment or continuance may be taken by the Board, the Board shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the Board, adopt the Annual Rate Resolution, which shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the Board deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent

Preliminary Rate Resolution, together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) Nothing herein shall preclude the Board from providing annual notification to all Owners of Residential Property in the manner provided in either or both Sections 2.04 or 2.05 hereof.

(E) Nothing herein shall preclude the Board from establishing by resolution a maximum rate of assessment provided that notice of such maximum assessment rate is provided pursuant to Sections 2.04 and 2.05 hereof.

(F) In the event (1) the proposed Solid Waste Service Assessment for any Fiscal Year exceeds the maximum rate of assessment adopted by the Board and included in the notice previously provided to the Owners of Residential Property pursuant to Sections 2.04 and 2.05 hereof, (2) the purpose for which the Solid Waste Service Assessment is imposed or the use of the revenue from the Solid Waste Service Assessment is substantially changed from that represented by the notice previously provided to the Owners of Residential Property pursuant to Sections 2.04 and 2.05 hereof, (3) property is reclassified or the method of apportionment is revised or altered resulting in an increased Solid Waste Service Assessment from that represented by the notice previously provided to the Owners of Residential Property pursuant to Sections 2.04 and 2.05 hereof, or (4) an Assessment Roll contains Residential Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Residential Property. Such notice shall substantially conform with the notice requirements set forth in Sections

2.04 and 2.05 hereof and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Solid Waste Service Assessment imposed by the Board pursuant to this Ordinance.

(G) As to any Residential Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Residential Property (including, but not limited to, the determination of special benefit and fair apportionment to the Residential Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll, and the levy and lien of the Solid Waste Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Board action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any prior fee, charge, or assessment imposed by the County or any Solid Waste Service Assessment not challenged within the required 20-day period for those Solid Waste Service Assessments previously imposed against Residential Property by the inclusion of the Residential Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(H) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Solid

Waste Service Assessments, such other official as the Board by resolution shall designate. If the Solid Waste Service Assessment against any property shall be sustained, reduced, or abated by any court, an adjustment shall be made on the Assessment Roll.

SECTION 2.09. LIEN OF SOLID WASTE SERVICE ASSESSMENTS.

(A) Upon the adoption of the Assessment Roll, all Solid Waste Service Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid.

(B) The lien for a Solid Waste Service Assessment shall be deemed perfected upon adoption by the Board of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for a Solid Waste Service Assessment collected under the Uniform Assessment Collection Method shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the Tax Roll. The lien for a Solid Waste Service Assessment collected under the alternative method of collection provided in Section 3.02 shall be deemed perfected upon adoption by the Board of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

SECTION 2.10. REVISIONS TO SOLID WASTE SERVICE ASSESSMENTS.

If any Solid Waste Service Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or

if the Board is satisfied that any such Solid Waste Service Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Board has omitted any property on the Assessment Roll which property should have been so included, the Board may take all necessary steps to impose a new Solid Waste Service Assessment against any property benefited by the Solid Waste Costs, following as nearly as may be practicable, the provisions of this Ordinance and in case such second Solid Waste Service Assessment is annulled, vacated, or set aside, the Board may obtain and impose other Solid Waste Service Assessments until a valid Solid Waste Service Assessment is imposed.

SECTION 2.11. PROCEDURAL IRREGULARITIES. Any informality or irregularity in the proceedings in connection with the levy of any Solid Waste Service Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Solid Waste Service Assessment as finally approved shall be competent and sufficient evidence that such Solid Waste Service Assessment was duly levied, that the Solid Waste Service Assessment was duly made and adopted, and that all other proceedings adequate to such Solid Waste Service Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this section, any party objecting to a Solid Waste Service Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

SECTION 2.12. CORRECTION OF ERRORS AND OMISSIONS.

(A) No act of error or omission on the part of the Property Appraiser, Tax Collector, County Administrator, Board, or their deputies, employees, or designees, shall operate to release or discharge any obligation for payment of a Solid Waste Service Assessment imposed by the Board under the provision of this Ordinance.

(B) When it shall appear that any Solid Waste Service Assessment should have been imposed under this Ordinance against a parcel of property specially benefited by the provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs, but that such property was omitted from the Assessment Roll or was not listed on the Tax Roll as an individual parcel of property as of the effective date of the Assessment Roll approved by the Annual Rate Resolution for any upcoming Fiscal Year, the Board may, upon provision of a notice by mail provided to the Owner of the omitted parcel in the manner and form provided in Section 2.05, impose the applicable Solid Waste Service Assessment for the Fiscal Year in which such error is discovered, in addition to the applicable Solid Waste Service Assessment due for the prior two Fiscal Years. Such Solid Waste Service Assessment shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles, and claims in and to or against the real property involved, shall be collected as provided in Article III hereof, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

(C) Prior to the delivery of the Assessment Roll to the Tax Collector in accordance with the Uniform Assessment Collection Act, the County Administrator shall

have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any property subject to a Solid Waste Service Assessment, to reclassify property based upon presentation of competent and substantial evidence, and correct any error in applying the Solid Waste Service Assessment apportionment method to any particular parcel of property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction shall be considered valid ab initio and shall in no way affect the enforcement of the Solid Waste Service Assessment imposed under the provisions of this Ordinance. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the County Administrator and not the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the County Administrator.

SECTION 2.13. INTERIM ASSESSMENTS.

(A) The Board is hereby authorized to impose an interim Solid Waste Service Assessment against all property for which a Certificate of Occupancy is issued after adoption of the Annual Rate Resolution.

(B) The amount of the interim Solid Waste Service Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Rate Resolution for the Fiscal Year in

which the Certificate of Occupancy is issued. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Solid Waste Service Assessment shall also include an estimate of the subsequent Fiscal Year's Solid Waste Service Assessment.

(C) No Certificate of Occupancy shall be issued until full payment of the interim Solid Waste Service Assessment is received by the County. Issuance of the Certificate of Occupancy by mistake or inadvertence, and without the payment in full of the interim Solid Waste Service Assessment, shall not relieve the Owner of such property of the obligation of full payment.

(D) For the purpose of this provision, such interim Solid Waste Service Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

SECTION 2.14. INCLUSION OF MUNICIPAL AREAS.

(A) The areas provided Solid Waste and Recovered Materials collection and disposal services, facilities, and programs by the County and subject to the imposition of Solid Waste Service Assessments may include incorporated areas. However, any municipality not heretofore providing evidence of consent to such assessments by ordinance, shall evidence a request for inclusion and consent to such inclusion by ordinance in substantially the form attached hereto as Appendix A.

(B) Any municipal request or consent for inclusion given to the County shall thereafter be deemed given in advance and automatically renewed for each Fiscal Year thereafter unless such request and consent is timely withdrawn by the adoption of an ordinance abandoning the municipality's request and consent and providing a certified copy of such ordinance to the Board prior to May 1 preceding the Fiscal Year for which such request and consent is being withdrawn. Inclusion of any municipality shall be irrevocable for any Fiscal Year in which Solid Waste Service Assessments are levied by the County within an incorporated area.

SECTION 2.15. AUTHORIZATION FOR EXEMPTIONS AND HARDSHIP ASSISTANCE.

(A) The Board, in its sole discretion, shall determine whether to provide exemptions from payment of a Solid Waste Service Assessment for Government Property or property whose use is wholly or partially exempt from ad valorem taxation under Florida law.

(B) The Board, in its sole discretion, shall determine whether to provide a program of hardship assistance to County residents who are living below or close to the poverty level and are at risk of losing title to their homes as a result of the imposition of a Solid Waste Service Assessment.

(C) The Board shall designate the funds available to provide any exemptions or hardship assistance. The provision of an exemption or hardship assistance in any one year shall in no way establish a right or entitlement to such exemption or assistance in any subsequent year and the provision of funds in any year may be limited to the extent funds are available and appropriated by the Board. Any funds designated for

exemptions or hardship assistance shall be paid by the County from funds other than those generated by the Solid Waste Service Assessment.

(D) Any shortfall in the expected a Solid Waste Service Assessment proceeds due to any hardship assistance or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Board shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Board is improper or otherwise adversely affects the validity of the a Solid Waste Service Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of a Solid Waste Service Assessment upon each affected Tax Parcel in the amount of the Solid Waste Service Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the Board.

ARTICLE III

COLLECTION AND USE OF SOLID WASTE SERVICE ASSESSMENTS

SECTION 3.01. METHOD OF COLLECTION.

(A) Unless otherwise directed by the Board, the Solid Waste Service Assessments shall be collected pursuant to the uniform method provided in the Uniform Assessment Collection Act, and the County shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

(B) The amount of a Solid Waste Service Assessment to be collected using the uniform method pursuant to the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, or program provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the uniform method of collection authorized by the Uniform Assessment Collection Act, (2) notice is provided to the Owner as required under the Uniform Assessment Collection Act, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Solid Waste Service Assessment upon certification of a non-ad valorem roll to the Tax Collector by the County.

SECTION 3.02. ALTERNATIVE METHOD OF COLLECTION. In lieu of utilizing the Uniform Assessment Collection Act, the County may elect to collect the Solid

Waste Service Assessments by any other method which is authorized by law or under the alternative collection method provided by this Section:

(A) The County shall provide Solid Waste Service Assessment bills by first class mail to the Owner of each affected parcel of property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Solid Waste Service Assessment, (2) a description of the unit of measurement used to determine the amount of the Solid Waste Service Assessment, (3) the number of units contained within the parcel, (4) the total amount of the Solid Waste Service Assessment imposed against the parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Solid Waste Service Assessment is due, and (7) a statement that the Solid Waste Service Assessment constitutes a lien against Residential Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(B) A general notice of the lien resulting from imposition of the Solid Waste Service Assessments shall be recorded in the Official Records of the County. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

(C) The County shall have the right to foreclose and collect all delinquent Solid Waste Service Assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings. A Solid Waste Service Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The County or its agent shall notify any property owner who is delinquent in payment of his or her Solid Waste

Service Assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the County or its agent will either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent Solid Waste Service Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent Solid Waste Service Assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the County may be the purchaser to the same extent as any Person. The County or its agent may join in one foreclosure action the collection of Solid Waste Service Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the County and its agents, including reasonable attorney fees and title search expenses, in collection of such delinquent Solid Waste Service Assessments and any other costs incurred by the County as a result of such delinquent Solid Waste Service Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) In lieu of foreclosure, any delinquent Solid Waste Service Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the

Owner in the manner required by the Uniform Assessment Collection Act and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Solid Waste Service Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

(F) Notwithstanding the County's use of an alternative method of collection, the County Administrator shall have the same power and authority to correct errors and omissions as provided to him or her or other county officials in Section 2.12 hereof.

(G) Any Board action required in the collection of Solid Waste Service Assessments may be by resolution.

SECTION 3.03. GOVERNMENT PROPERTY.

(A) If Solid Waste Service Assessments are imposed against Government Property, the County shall provide Solid Waste Service Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Solid Waste Service Assessment, (2) a description of the unit of measurement used to determine the amount of the Solid Waste Service Assessment, (3) the number of units contained within the parcel, (4) the total amount of the parcel's Solid Waste Service Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Solid Waste Service Assessment is due.

(B) Solid Waste Service Assessments imposed against Government Property shall be due on the same date as all other Solid Waste Service Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) A Solid Waste Service Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The County shall notify the Owner of any Government Property that is delinquent in payment of its Solid Waste Service Assessment within 60 days from the date such assessment was due. Such notice shall state that the County will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent Owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the County, including reasonable attorney fees and title search expenses, in collection of such delinquent Solid Waste Service Assessments and any other costs incurred by the County as a result of such delinquent Solid Waste Service Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, a Solid Waste Service Assessment imposed against Government Property may be collected as a surcharge on a utility bill provided to such Government Property in installments with a remedy of a mandamus action in the event of non-payment. The Board may contract for such billing services with any utility, whether or not such utility is owned by the County.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. APPLICABILITY. This Ordinance and the County's authority to impose assessments pursuant hereto shall be applicable throughout the County.

SECTION 4.02. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the County, shall be liberally construed to affect the purposes hereof.

(B) Nothing herein shall preclude the Board from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the County, (2) any notice required by this Ordinance, or (3) any notice required by law, including the Uniform Assessment Collection Act.

SECTION 4.03. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 4.04. CODIFICATION. It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall replace those provisions

repealed in Section 4.05 below and shall become a new Chapter 66, Article III of the Taylor County Code of Ordinances. The sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 4.05. REPEAL OF EXISTING ARTICLE III, CHAPTER 66 OF THE TAYLOR COUNTY CODE OF ORDINANCES.

(A) Article III, Chapter 66 of the Taylor County Code of Ordinances, entitled Taylor County Solid Waste Services Unit (MSBU) and encompassing sections 66-71 through and including 66-109, is hereby repealed in its entirety.

(B) Any non-ad valorem assessment revenues that remain unspent on the effective date of this Ordinance shall be retained by the County and used to provide solid waste collection, recycling, and disposal services for residential units within the MSBU until fully expended.

SECTION 4.06. CONFLICTS. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.07. EFFECTIVE DATE. The Clerk shall file a certified copy of this Ordinance with the Department of State within ten days of its adoption. This Ordinance shall take effect as provided by law.



DULY ENACTED this 19~~th~~ day of July, 2022.

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

By: Thomas Demps
Thomas Demps, Chairman

ATTEST:

Gary Knowles
Gary Knowles, Clerk

Approved for Form and Correctness:

By: Carl [Signature]
County Attorney

(15)

**AGREEMENT BETWEEN TAYLOR COUNTY
AND DISTRICT 2 MEDICAL EXAMINER**

THIS AGREEMENT dated this 1 day of August, 2022, by and between TAYLOR COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Office of the Medical Examiner, District II, hereinafter referred to as the "Contractor."

WHEREAS, pursuant to Chapter 406, Florida Statutes, Jon R Thogmartin, M.D., has been appointed substitute DISTRICT MEDICAL EXAMINER in and for District 2 of the State of Florida and TAYLOR County is located in or covered by Medical Examiner District 2; and

WHEREAS, Section 406.08 Florida Statutes, requires that the fees, salary, expenses, transportation costs and facility of the district medical examiner be paid from the general funds or other funds of the County; and

WHEREAS, Contractor purchases use of morgue facilities and other related services from various vendors to provide the Services to the County;

NOW, THEREFORE, the parties hereto agree as follows.

1. **SERVICES TO BE PROVIDED**

The Contractor hereby agrees to provide the following services to the County:

- a. To comply with Title VI and VII, Civil Rights Act of 1964 (42 UCS 2000D), Executive Order No, 11246, entitled "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR Part 60), and Federal Regulations concerning nondiscrimination because of mental and physical handicaps.
- b. To meet the following standards of accountability:
 - i. Use of an accounting system which meets generally accepted accounting principles (GAAP).
 - ii. The maintenance of such records and accounts as are necessary to properly account for COUNTY funds disbursed pursuant to Section 406.08, Florida Statutes.
 - iii. The retention of all records relevant to this rule for a period of not less than three years, unless otherwise provided by law.
 - iv. Records and accounts necessary to justify the use of COUNTY funds for medical examiner services shall be open to inspection of audit purposes to the COUNTY.

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- v. To provide County with all services and functions normally relating to the Office of District Medical Examiner, which shall include the requirements established for this office as provided under Chapter 406, Florida Statutes.
- vi. The Contractor shall notify County in a timely manner if sufficient staff, facilities and equipment necessary to deliver the agreed-upon services cannot be maintained. Failure to notify County of any deficiencies or to adequately provide the services described herein may be considered a breach of the Agreement and a ground for termination under Section 11 of this Agreement.
- vii. Funds received from the COUNTY shall only be used for the provisions of medical examiner services.

The County hereby agrees as follows:

- a. To comply and act in accordance with all provisions of Chapter 406, Florida Statutes, and implementing rules of Medical Examiner Commission, where applicable.
- b. To fund, pursuant to this agreement, the following medical examiner related expenses (see attached Exhibit A for fee schedule).
- c. To authorize Contractor to charge a fee to cremation providers as included in the Master Fee Schedule.
- d. For decedents falling under Medical Examiner that remain unclaimed, to allow no unclaimed decedent to remain in the Leon County morgue for longer than 10 business days after the examination is completed.

2. TIME

The contract shall be for a period of one (1) year, commencing on Sept. 1, 2022, and shall continue until August 31, 2023. After the initial one (1) year period, at the discretion of the County, the contract may be extended for additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period.

3. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County as follows:

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Payment shall be made on a monthly basis upon the receipt of an invoice and other supporting documents submitted by the DISTRICT 2 MEDICAL EXAMINER listing the actual charges incurred for the month.

The fee schedule (Exhibit A), for the listed services, will be in effect for the entire term of this agreement. Changes to the fee schedule will be submitted to the County by June 30th of each year for the subsequent contract term.

4. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services.

5. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of County. The Contractor shall have complete supervision and control over his own agents, employees, and subcontractors.

6. INSURANCE

Pursuant to Florida Statutes, Florida Statute 406.16 the DISTRICT MEDICAL EXAMINER and ASSOCIATE MEDICAL EXAMINERS shall obtain professional liability insurance. The professional liability insurance limits shall be \$100,000 per person and \$200,000 per occurrence for general liabilities under Florida law or statutes and \$1,000,000 per occurrence for general liabilities other than under Florida law. County shall not be liable for any acts of the medical examiners not within the scope of their official duties.

7. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of its city and county of operation, and the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

8. ASSIGNMENTS

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

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9. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County from all claims, damages; liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's Indemnification of the County.

TAYLOR COUNTY agrees to indemnify and hold harmless the Contractor from all claims, damages; liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the TAYLOR COUNTY, its delegates, agents or employees, or due to any act or occurrence of omission or commission of TAYLOR COUNTY or, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee.

10. TERMINATION

Either party may terminate this Contract without cause, by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the "County" may immediately terminate the Contract by giving a notice of termination to the Contractor in writing, delivered by certified mail, or in person, to the address of the District 2 Medical Examiner's Office.

11. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by County.

12. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior

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written consent of the County. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes in this contract necessary.

13. CONSTRUCTION

The validity, construction, end effect of this Contract shall be governed by the laws of the State of Florida.

14. CIVIL RIGHTS

a. There will be no discrimination by the District 2 Medical Examiner's Office against any employee or person served on account of race, color, sex, religious background, ancestry, or natural origin in the performance of this Agreement.

b. The District 2 Medical Examiner's Office shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200d) in regards to persons served.

c. The District 2 Medical Examiner's Office shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200e) in regard to employees or applicants for employment.

d. It is expressly understood that upon receipt of evidence or of such discrimination, County may terminate this Agreement for cause.

15. ALTERATIONS, VARIATIONS, REDUCED TO WRITING

Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been rendered in writing, duly signed by all parties involved, and attached to the original of this Agreement. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

16. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by Certified United States Mail, return receipt requested, and sent to:

For District 2 Medical Examiner's Office:

Jon R. Thogmartin, M.D.
District Medical Examiner
10900 Ulmerton Rd
Largo, Florida 33778
Tel: (727) 582-6800
Fax: (77) 582-6844

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For _____ County:

TAYLOR County Clerk of Court

Attn:

Either of the parties may change, by written notice as provided above, the address or persons for receipt of notices.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

"CONTRACTOR"
DISTRICT MEDICAL EXAMINER

WITNESS: _____

BY: _____

JON R. THOGMARTIN, M.D.

WITNESS: _____

DATE: _____

8/1/22

(CORPORATE SEAL)

"COUNTY"
BOARD OF COUNTY
COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

BY: _____

PRINT: Thomas Demp

TITLE: Chair

DATE: 07.19.22

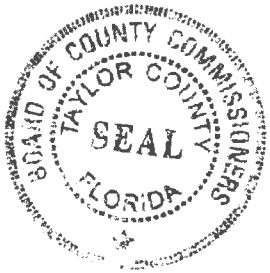
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ATTEST:

Taylor COUNTY CLERK OF THE BOARD

By: Gary Krouder
TAYLOR County, Florida

DATE: 7.19.22



**DISTRICT 2 MEDICAL EXAMINER
MASTER FEE SCHEDULE 2022**

Autopsy

Autopsy fee	\$2295
*Use of Morgue Facilities	\$850

M.E. Cases (w/o autopsy)

External Examination	\$871
Use of morgue facilities	\$850

Limited Investigation (Death Certificate only)	\$200
Limited Investigation (e.g. bone ID)	\$92

Cremation Authorizations

Billed and collected by M.E.	\$47
Billed to county	\$30

Potential Additional Charges:

Toxicology handling fee-Per Case	\$35
Body transport invoice handling fee	\$35
X-Rays (per view)	\$55
Laboratory and outside services	At Cost