

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

PERRY, FLORIDA

MONDAY, AUGUST 22, 2023

6:00 P.M.

201 E. GREEN STREET

TAYLOR COUNTY ADMINISTRATIVE COMPLEX

OLD POST OFFICE

THE CHAIR CALLED THE REGULAR MEETING TO ORDER AT 6:00 P.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	CHAIR	JAMIE ENGLISH	IN PERSON	ALL
2		JIM MOODY	IN PERSON	ALL
3	V-CHAIR	MICHAEL NEWMAN	IN PERSON	ALL
4		PAM FEAGLE	IN PERSON	ALL
5		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>
CO ADMINISTRATOR	LAWANDA PEMBERTON	IN PERSON	ALL
ASST CO ADMIN	MARSHA DURDEN	IN PERSON	ALL
COUNTY ATTORNEY	CONRAD BISHOP	IN PERSON	ALL
GRANTS WRITER	MELODY COX	PHONE	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
DEPUTY CLERK	SALINA GRUBBS	IN PERSON	ALL

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

THE CHAIRMAN READ INSTRUCTIONS FOR CONFERENCE CALL-IN LINE.

3. APPROVAL OF AGENDA:

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

CONSENT ITEMS:

4. THE APPROVAL OF MINUTES OF AUGUST 7, 2023.

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

GENERAL REVENUE FUND	70107-70130	THROUGH	70157-70158	INCLUSIVE
GENERAL FUND VOUCHERS	V70131	THROUGH	V70156	INCLUSIVE
ROAD AND BRIDGE FUND	5017816	THROUGH	5017823	INCLUSIVE
ROAD AND BRIDGE FUND VOUCHERS	V5017824	THROUGH	V5017836	INCLUSIVE

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

6. THE BOARD TO CONSIDER APPROVAL OF TAYLOR COUNTY DEVELOPMENT AUTHORITY FY21/22 AUDIT AND APPROVAL OF RELEASE OF FY22/23 FUNDS OF \$100,000., AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.

7. THE BOARD TO CONSIDER APPROVAL OF A BUDGET AMENDMENT TO THE SHERIFF'S OFFICE BUDGET, AS AGENDAED BY WAYNE PADGETT, SHERIFF.

8. THE BOARD TO CONSIDER APPROVAL OF THE 2023-2024 SMALL COUNTY CONSOLIDATED SOLID WASTE MANAGEMENT GRANT AGREEMENT SC428, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.

9. THE BOARD TO CONSIDER APPROVAL OF FUNDING ALLOCATION LETTER AND REQUEST TO ACCEPT THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) COUNTYWIDE PROGRAM FOR FY 2022, AS AGENDAED BY UNDERSHERIFF MARTY TOMPKINS.

10. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO CHANGE THE VETERAN SERVICES HOURS OF OPERATION AND ADVERTISEMENT, AS AGENDAED BY MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR.

11. THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM GENERAL FUND RESERVES TO REMOVE TWO OBSOLETE RADIO TOWERS, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

- 12. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF DEFERRED PAYMENT LOAN AGREEMENT AND SATISFACTION OF SHIP PROGRAM REPAYMENT AGREEMENT FOR ERIC AND KRISTY CLARK WHO RECEIVED DEMOLITION AND NEW CONSTRUCTION ASSISTANCE THROUGH CDBG AND SHIP PROGRAMS NOVEMBER 2011, AS AGENDAED BY THE GRANTS COORDINATOR.**
- 13. THE BOARD TO CONSIDER APPROVAL OF 2023 FALL E911 RURAL COUNTY MAINTENANCE GRANT APPLICATION, AS AGENDAED BY DAKOTA CRUCE, 911 COORDINATOR.**
- 14. THE BOARD TO CONSIDER APPROVAL OF STATE AID TO LIBRARIES GRANT AGREEMENT FOR FISCAL YEAR 2023-2024, AS AGENDAED BY JO ANN MORGAN, LIBRARY MANAGER.**
- 15. THE BOARD TO CONSIDER APPROVAL OF BID COMMITTEE RECOMMENDATION AND CONTRACT FOR THE LEASING OF 296+/- ACRES OF PROPERTY FOR THE HARVESTING OF SAW PALMETTO BERRIES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.**
- 16. THE BOARD TO CONSIDER APPROVAL OF 2023/2024 CAPITAL IMPROVEMENT PLAN, UPDATED 5 YEAR CAPITAL IMPROVEMENT PLAN, AND SUPPORTING LETTER, AS AGENDAED BY THE COUNTY ADMINISTRATOR.**
- 17. THE BOARD TO CONSIDER APPROVAL OF REQUEST FROM TAYLOR COUNTY SCHOOL DISTRICT TO PERFORM TRACTOR WORK AT THE STEINHATCHEE SCHOOL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.**
- 18. THE BOARD TO CONSIDER APPROVAL OF LETTER OF SUPPORT FOR THE CITY OF PERRY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.**

MOTION TO APPROVE CONSENT ITEM NOS FOUR (4) THROUGH TEN (18).

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: CHECK REGISTRY, RESOLUTIONS, SOLID WASTE GRANT AGREEMENT, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, SATISFACTION LOAN AGREEMENT, SATISFACTION REPAYMENT AGREEMENT, E911 RURAL COUNTY MAINTENANCE GRANT, LIBRARIES GRANT AGREEMENT, SAW PAMETTO BERRIES CONTRACTOR LEASE, SUPPORTING LETTER, LETTER OF SUPPORT FOR CITY OF PERRY

BIDS/PUBLIC HEARINGS:

19. THE BOARD TO HOLD THE SECOND PUBLIC HEARINGS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT FOR THE POSSIBLE GRANT SUBMISSION TO THE 2024-2025 FUNDING CYCLE OF THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) PROGRAM REQUESTING FUNDING ASSISTANCE FOR PHASE 2 OF THE REHABILITATION OF SOUTHSIDE PARK, AS AGENDED BY GRANTS WRITER, MELODY COX.

GRANTS WRITER- CALL IN-REQUESTING WAIVER OF MATCH.

THE GRANT APPLICATION WILL INCLUDE THE CONSTRUCTION OF TWO PICKLEBALL COURTS, SECURITY LIGHTING, PARKING IMPROVEMENTS, LANDSCAPING, A NEW PICNIC TABLE AND CONCRETE PAD, AND HANDICAP ACCESSIBLE SWING.

CHAIR OPENS MEETING FOR PUBLIC COMMENTS- THERE WERE NO PUBLIC COMMENTS
CHAIR CLOSES PUBLIC MEETING.

COUNTY ATTORNEY- THERE WILL BE A SPECIAL MEETING ON AUGUST 29, 2023 AT 6:00 P.M.
TO APPROVE THE APPLICATIONS.

MOTION TO MOVE FORWARD WITH THE GRANT APPLICATION

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS:

- 20. THE BOARD TO HOLD THE SECOND PUBLIC HEARINGS, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT FOR THE POSSIBLE GRANT SUBMISSION TO THE 2024-2025 FUNDING CYCLE OF THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) PROGRAM REQUESTING FUNDING ASSISTANCE FOR THE REHABILITATION AND IMPROVEMENTS TO TAYLOR COUNTY HORSEMAN'S ARENA LOCATED AT FOREST CAPITAL HALL, AS AGENDAED BY GRANTS WRITER.**

GRANTS WRITER-CALL IN

THE GRANT APPLICATION WILL INCLUDE IMPROVEMENTS TO THE RIDING ARENA SURFACE AND SEATING, RESTROOMS UPGRADES, REHABILITATION OF THE HANDICAP ACCESSIBLE SEATING AREA, ELECTRICAL HOOKUP'S, SECURITY LIGHTING AND A SMALL PLAYGROUND WITH PICNIC TABLES.

CHAIR OPENS MEETING FOR PUBLIC COMMENTS.

AYLA HARRIS- I AM SPEAKING FOR THE YOUTH ANIMAL SHOWS. WE NEED A FACILITY FOR THESE EVENTS.

COMMISSIONER MOODY- WE NEED A NICE COVERED AREA FOR MULTIPLE PURPOSES.

THERE WERE NO FURTHER COMMENTS FROM THE PUBLIC, THEREFORE, CHAIR CLOSED PUBLIC HEARING.

COMMISSIONER FEAGLE-WILL AREA BE ENLARGED?

GRANTS WRITER- YES, IT WILL BE LARGER AND HAVE TALLER RAILING, 150 X 250. THE SURFACE NEEDS TO BE TILLED AND NEEDS MORE SAND.

THERE WILL BE A SPECIAL MEETING ON AUGUST 29, 2023 AT 6:00 P.M.
TO APPROVE THE APPLICATIONS.

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

MOTION CARRIED BY UNANIMOUS VOTE.

PUBLIC REQUESTS:

21. THE TAYLOR COUNTY BASEBALL ASSOCIATION TO DISCUSS ALL STAR TOURNAMENT HOST REQUIREMENTS.

BILLY JOE WIGGLESWORTH, TCBA- WE WOULD LIKE TO HOST A BABE RUTH BASEBALL DISTRICT TOURNAMENT.

CHAIR ENGLISH- I AM IN FAVOR OF PROVIDING SUPPORT TO TCBA FOR A TOURNAMENT.

COUNTY ADMINISTRATOR- WE CURRENTLY DO NOT ALLOW MERCHANDISE VENDORS AT THE SPORTS COMPLEX.

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

MOTION CARRIED BY UNANIMOUS VOTE.

GENERAL BUSINESS:

- 22. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO NAME THE ECONFINA VOLUNTEER FIRE STATION AFTER MR. CHARLES MINCEY, AS AGENDAED BY COMMISSIONER ENGLISH.**

MOTION TO NAME THE ECONFINA VOLUNTEER FIRE STATION AFTER MR. CHARLES MINCEY.

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

MOTION CARRIED BY UNANIMOUS VOTE.

COUNTY STAFF ITEMS:

- 23. THE BOARD TO CONSIDER APPROVAL OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONSTRUCTION AND MAINTENANCE AGREEMENT AND AUTHORIZING RESOLUTION ASSOCIATED WITH THE REPLACEMENT OF WOODS CREEK BRIDGE #380009 ON SR 55 (US HWY 221), AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.**

MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER DEMPS FOR COUNTY ATTORNEY TO READ THE RESOLUTION BY TITLE ONLY. MOTION CARRIED BY UNANIMOUS VOTE.

COUNTY ATTY READ RESOLUTION.

MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER MOODY TO APPROVE RESOLUTION. MOTION CARRIED BY UNANIMOUS VOTE.

MOTION TO APPROVE FDOT CONSTRUCTION AND MAINTENANCE AGREEMENT FOR BRIDGE #38009 ON SR 55 (US HWY 221).

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: FDOT CONSTRUCTION AND MAINTENANCE AGREEMENT, RESOLUTION

24. THE BOARD TO CONSIDER APPROVAL OF LETTER OF ENGAGEMENT BETWEEN TAYLOR COUNTY AT KETCHAM APPRAISAL GROUP, INC. FOR THE YELLOW BOOK APPRAISAL FOR THE POSSIBLE ACQUISITION OF THE 3.95 ACRE SITE KNOWN AS SPRING WARRIOR, AS AGENDAED BY MELODY COX, GRANTS WRITER.

COUNTY ADMINISTRATOR- THE COUNTY ATTORNEY HAD PROBLEMS WITH THE AGREEMENT. I HAVE REACHED OUT TO KETCHAM APPRAISAL GROUP AND THEY HAVE NOT RESPONDED.

COUNTY ADMINISTRATOR- MR. BISHOP, ARE YOU OKAY WITH US TO MOVE FORWARD WITH THE AGREEMENT?

COUNTY ATTORNEY- THIS IS EXPENSIVE AND THEY SHOULD BACK IT UP.

GRANTS WRITER WE RECEIVED THREE QUOTES AND SUBMITTED THEM ALL TO GULF CONSORTIUM.

COUNTY ADMINISTATOR TO BRING UPDATE BACK TO THE BOARD AT THE SPECIAL MEETING ON AUGUST 29, 2023 AT 6:00 PM.

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

COUNTY ATTORNEY ITEMS:

25. THE COUNTY ATTORNEY TO FURTHER DISCUSS THE LAND DIVISION BETWEEN QUAIL RUN SUBDIVISION AND STEINHATCHEE ACRES, PER SECTION 41-147 OF THE TAYLOR COUNTY CODE.

COUNTY ATTORNEY- DANNY, KENNETH AND I WENT OUT TO THE PROPERTY. RECOMMENDS TO FOLLOW THE COUNTY ORDINANCE. COUNTY ORDINANCE SECTION 12-147 (A) WAS WRITTEN IN 2006.

COMMISSIONER MOODY AND COMMISSIONER FEAGLE AGREES WITH COUNTY ATTORNEY AND SHOULD FOLLOW THE ORDINANCE.

PAM LOWE, STEINHATCHEE- WOULD PROPERTY OWNED BEFORE OCTOBER 17, 2006 BE EXEMPT?

COUNTY ATTORNEY- YES, BUT ALL CONDITIONS OF ORDINANCE HAVE TO BE MEET.

COUNTY ENGINEER- HOW DOES STAFF INTERPRET IF 8 PARCELS ARE ALLOWED OR 24 IF OWNED PRIOR TO OCTOBER 17, 2006. WE ARE ASKING IF IT'S 8 PARCELS TOTAL OR 8 PER EASEMENT? IF THERE IS A MEANS TO AN AGREEMENT, WE ARE HOPING FOR AN AGREEMENT.

COUNTY ATTORNEY- THE INTENT OF COUNTY COMMISSIONS IN 2006, WAS TO HELP SOME FOLKS WITH A CAVEAT.

MOTION TO TABLE

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

MOTION CARRIED BY UNANIMOUS VOTE.

COUNTY ADMINISTRATOR ITEMS:

26. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ASSIGN AMBULANCE SERVICE WITH CENTURY AMBULANCE SERVICE, INC., AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY ADMINISTRATOR- CENTURY WILL BE PURCHASED BY RG AMBULANCE SERVICE. THE CONTRACT WILL BE ASSIGNED TO RG AND IT WILL REMAIN THE SAME CONTRACT.

MOTION TO APPROVE ASSIGNING AMBULANCE SERVICE TO RG AMBULANCE SERVICE.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: ASSIGNMENT OF CONTRACT

27. THE COUNTY ADMINISTRATOR TO DISCUSS ROLL OFF SITE SCHEDULING.

COUNTY ADMINISTRATOR- WE HAVE DEVELOPED A PLAN TO ENSURE ROLLOFF SITES OPEN ON TIME AND CLOSE ON TIME. ATTENDANTS WILL CALL WHEN THEY ARRIVE TO OPEN THE ROLL-OFF SITE. ATTENDANTS WILL BE REQUIRED TO GIVE 2 HOURS NOTICE IF UNABLE TO WORK.

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

28. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

- LEGISLATIVE MEETING IS OCTOBER 23, 2023 AT 10:30AM. WE WILL NEED INPUT ON PROJECTS FOR NEXT YEAR.
- SOFTBALL TOURNAMENT FOR SEPTEMBER 2ND.
- PETITION FOR WRIT OF CERT WAS DENIED FOR STEINHATCHEE MARINA AT DEADMAN'S BAY.

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

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

MR. JOHNSON- 3RD TIME INQUIRING ABOUT THE WATER OVERFLOW ON ELLISON ROAD. DO YOU HAVE ANY UPDATE ON A RESOLUTION?

COMMISSIONER FEAGLE- WE ARE WAITING FOR THE ARMY CORP OF ENGINEERS STUDY IN DECEMBER TO MAKE A DECISION.

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

30. BOARD INFORMATIONAL ITEMS:

COMMISSIONER FEAGLE- WHERE ARE WE WITH FOREST CAPITAL HALL LIGHTING AND PARKING?

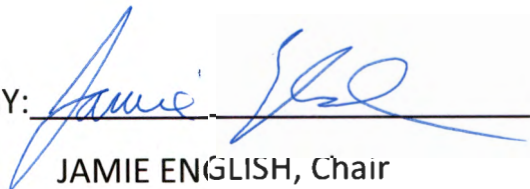
COUNTY ADMINISTRATOR- WE ARE WAITING ON DESIGN.

COMMISSIONER DEMPS-WHO CUTS THE GRASS ON ASH STREET-HWY 221 TO JOHNSON STRIPLING RD?

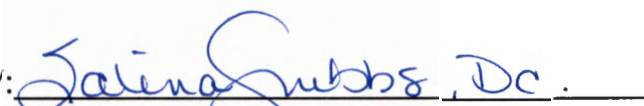
Commissioner	Motion	Second	Yea	Nay	Absent	Abstain
English						
Moody						
Newman						
Feagle						
Demps						

THE HOUR BEING APPROXIMATELY 8:13 P.M., AND THERE BEING NO FURTHER BUSINESS,
COMMISSIONER DEMPS MADE A MOTION, WITH A SECOND BY COMMISSIONER FEAGLE, TO
ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD,
SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: 
JAMIE ENGLISH, Chair

ATTEST:

BY: 
SALINA GRUBBS, D.C. for
GARY KNOWLES, Clerk

SUNGARD PENTAMATION, INC.
DATE: 08/23/2023
TIME: 15:36:09

TAYLOR COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.check_no between '70107' and '70130'
ACCOUNTING PERIOD: 11/23

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	70107	08/23/23	7413	ADVANCED PROP. EXPOSURE	0192	SMART INSPECT	0.00	996.00
1011010	70107	08/23/23	7413	ADVANCED PROP. EXPOSURE	0192	SMART CAPTURE	0.00	660.00
TOTAL CHECK							0.00	1,656.00
1011010	70108	08/23/23	6491	ADAPCO, INC.	0281	VECTOMAX, WSP 800 PER	0.00	3,056.00
1011010	70108	08/23/23	6491	ADAPCO, INC.	0281	ENVIRONMENTAL LIABILIT	0.00	38.00
TOTAL CHECK							0.00	3,094.00
1011010	70109	08/23/23	004114	AIRGAS SOUTH, INC.	0261	YEARLY PO FOR CYLINDER	0.00	117.36
1011010	70110	08/23/23	5997	AVCON, INC.	0500	CONTRACT SERVICES FOR	0.00	1,025.00
1011010	70111	08/23/23	5643	COMCAST OF TALLAHASSEE,	0723	8535 10 179 0075629	0.00	86.90
1011010	70112	08/23/23	7922	CLIFTON M CHAUNCEY, JR.	1102-1	ARTIFICIAL REEF MONITO	0.00	650.00
1011010	70112	08/23/23	7922	CLIFTON M CHAUNCEY, JR.	1102-1	GAS FOR CHARTER	0.00	390.71
TOTAL CHECK							0.00	1,040.71
1011010	70113	08/23/23	7939	FRANK BAYLEY	107	BLDG PERMIT VOIDED	0.00	205.00
1011010	70114	08/23/23	6054	GLOBAL EQUIPMENT COMPANY	0192	PART 316091 12 GALLON	0.00	560.66
1011010	70114	08/23/23	6054	GLOBAL EQUIPMENT COMPANY	0192	SHIPPING	0.00	73.95
TOTAL CHECK							0.00	634.61
1011010	70115	08/23/23	6925	JOE COXWELL WELDING, LLC	0463	FIX MONEY BOX AT MANDA	0.00	40.00
1011010	70116	08/23/23	7846	JON R. THOGMARTIN, M.D.,	0150	1/26-7/30/23	0.00	7,604.00
1011010	70117	08/23/23	7647	JONATHAN COKER	0487	SERVICE CALL TO REPAIR	0.00	85.00
1011010	70117	08/23/23	7647	JONATHAN COKER	0487	EVAPORATOR FAN	0.00	155.00
TOTAL CHECK							0.00	240.00
1011010	70118	08/23/23	6485	KONICA MINOLTA BUSINESS	0237	NASPO #140597	0.00	135.01
1011010	70119	08/23/23	7071	ODELL CONSTRUCTION SERVI	0200	SERVICE CHARGE FOR HO	0.00	95.00
1011010	70119	08/23/23	7071	ODELL CONSTRUCTION SERVI	0200	SERVICE CHARGE FOR WAL	0.00	190.00
TOTAL CHECK							0.00	285.00
1011010	70120	08/23/23	7510	OEC BUSINESS INTERIORS,	0431	CIRCULATION DESK FOR P	0.00	14,051.42
1011010	70121	08/23/23	7935	PATIENTS FIRST	0111	DRUG SCREEN	0.00	55.00
1011010	70122	08/23/23	6367	PEPSI BOTTLING GROUP, LL	0487	MOUTAIN DEW GALLON SYR	0.00	126.25
1011010	70122	08/23/23	6367	PEPSI BOTTLING GROUP, LL	0487	PEPSI GALLON SYRUP	0.00	126.25
TOTAL CHECK							0.00	252.50
1011010	70123	08/23/23	000124	PERRY NEWSPAPERS, INCORP	0111	7/12 INV# 0715	0.00	8.80
1011010	70123	08/23/23	000124	PERRY NEWSPAPERS, INCORP	0111	7/14 INV# 0715	0.00	8.80
1011010	70123	08/23/23	000124	PERRY NEWSPAPERS, INCORP	0111	7/19 INV# 0715	0.00	8.80
1011010	70123	08/23/23	000124	PERRY NEWSPAPERS, INCORP	0111	7/21 INV# 0715	0.00	8.80
1011010	70123	08/23/23	000124	PERRY NEWSPAPERS, INCORP	0111	7/26 INV# 0715	0.00	8.80
1011010	70123	08/23/23	000124	PERRY NEWSPAPERS, INCORP	0111	7/28 INV# 0715	0.00	8.80

SUNGARD PENTAMATION, INC.
 DATE: 08/23/2023
 TIME: 15:36:09

TAYLOR COUNTY BOARD OF COMMISSIONERS
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
 AccTPA21

SELECTION CRITERIA: transact.check_no between '70107' and '70130'
 ACCOUNTING PERIOD: 11/23

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	70123	08/23/23	000124	PERRY NEWSPAPERS, INCORP	0111	7/5 INV #0715	0.00	8.80
1011010	70123	08/23/23	000124	PERRY NEWSPAPERS, INCORP	0111	7/7 INV# 0715	0.00	8.80
TOTAL CHECK							0.00	70.40
1011010	70124	08/23/23	001407	RAGANS ACE HARDWARE, INC	0430	ROUNDUP WEED AND GRASS	0.00	23.99
1011010	70124	08/23/23	001407	RAGANS ACE HARDWARE, INC	0463	5405550 MAGNUM LOCK 2"	0.00	18.99
1011010	70124	08/23/23	001407	RAGANS ACE HARDWARE, INC	0261	BLANKET FOR JULY 2023	0.00	11.94
1011010	70124	08/23/23	001407	RAGANS ACE HARDWARE, INC	0447	AQUATIC ROUND UP	0.00	139.00
1011010	70124	08/23/23	001407	RAGANS ACE HARDWARE, INC	0260	RUBBER BOOTS, WATERPRO	0.00	86.97
1011010	70124	08/23/23	001407	RAGANS ACE HARDWARE, INC	0261	RUBBER BOOTS, WATERPRO	0.00	202.93
1011010	70124	08/23/23	001407	RAGANS ACE HARDWARE, INC	0160	LAWNMOWER REPLACEMENT	0.00	329.99
TOTAL CHECK							0.00	813.81
1011010	70125	08/23/23	5106	RENAISSANCE ORLANDO RESO	0401	ROOM/PARKING COPELAND	0.00	221.00
1011010	70126	08/23/23	003025	SAM'S CLUB DIRECT	0487	MEMBERSHIP FEE	0.00	50.00
1011010	70127	08/23/23	7811	ATLANTIC & GULF MARITIME	4007	REMOVE SIGN FROM MARKE	0.00	400.00
1011010	70127	08/23/23	7811	ATLANTIC & GULF MARITIME	4007	PLACE MARKER IN CHANNE	0.00	800.00
1011010	70127	08/23/23	7811	ATLANTIC & GULF MARITIME	4007	PLACE PILE FOR SIGN BY	0.00	1,750.00
1011010	70127	08/23/23	7811	ATLANTIC & GULF MARITIME	4007	MOUNT SIGN ON PILE	0.00	500.00
1011010	70127	08/23/23	7811	ATLANTIC & GULF MARITIME	4007	PLACE PILE IN CANAL FO	0.00	1,750.00
1011010	70127	08/23/23	7811	ATLANTIC & GULF MARITIME	4007	PLACE SIGN FLOR SLOW S	0.00	500.00
TOTAL CHECK							0.00	5,700.00
1011010	70128	08/23/23	000083	SHAW'S WELDING, INC.	0473	WELD BASEBALL TEMPLATE	0.00	41.00
1011010	70129	08/23/23	6909	STATE OF FLORIDA DEPT.OF	0283	PLATE# TF4069	0.00	10.00
1011010	70130	08/23/23	7851	STONES, INC.	0192	OPEN BALANCE	0.00	29.47
1011010	70130	08/23/23	7851	STONES, INC.	0192	JULY BLANKET GEN. OP	0.00	59.25
1011010	70130	08/23/23	7851	STONES, INC.	0192	JULY BLANKET GEN. OP	0.00	99.22
1011010	70130	08/23/23	7851	STONES, INC.	0192	JULY BLANKET GEN. OP	0.00	33.97
1011010	70130	08/23/23	7851	STONES, INC.	0192	JULY BLANKET GEN. OP	0.00	99.70
TOTAL CHECK							0.00	321.61
TOTAL CASH ACCOUNT							0.00	37,750.33
TOTAL FUND							0.00	37,750.33
TOTAL REPORT							0.00	37,750.33

SUNGARD PENTAMATION, INC.
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SELECTION CRITERIA: transact.check_no between '70157' and '70158'
 ACCOUNTING PERIOD: 11/23

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	70157	08/23/23	000234	TAYLOR COUNTY DEVELOPMEN	0340	2022/2023 BUDGET	0.00	100,000.00
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0192	ACCT# 822461956-00001	0.00	48.73
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0260	ACCT# 822461956-00001	0.00	24.24
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0261	ACCT# 822461956-00001	0.00	24.24
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0171	ACCT# 822461956-00001	0.00	48.65
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0500	ACCT# 822461956-00001	0.00	39.54
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0192	ACCT# 822461956-00001	0.00	36.81
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0250	ACCT# 822461956-00001	0.00	36.26
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0113	ACCT# 822461956-00001	0.00	36.09
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0114	ACCT# 822461956-00001	0.00	47.70
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0211	ACCT# 822461956-00001	0.00	36.50
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0113	ACCT# 822461956-00001	0.00	46.49
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0110	ACCT# 822461956-00001	0.00	105.22
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0114	ACCT# 822461956-00001	0.00	36.26
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0210	ACCT# 822461956-00001	0.00	46.55
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0473	ACCT# 822461956-00001	0.00	2.51
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0487	ACCT# 822461956-00001	0.00	12.57
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0430	ACCT# 822461956-00001	0.00	36.26
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0111	ACCT# 822461956-00001	0.00	36.26
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0114	ACCT# 822461956-00001	0.00	36.13
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0250	ACCT# 822461956-00001	0.00	-25.66
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0260	ACCT# 822461956-00001	0.00	45.25
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0110	ACCT# 822461956-00001	0.00	105.76
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0250	ACCT# 822461956-00001	0.00	36.38
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0250	ACCT# 822461956-00001	0.00	40.28
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0192	ACCT# 822461956-00001	0.00	22.02
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0192	ACCT# 822461956-00001	0.00	22.02
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0192	ACCT# 822461956-00001	0.00	22.02
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0192	ACCT# 822461956-00001	0.00	22.02
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0250	ACCT# 822461956-00001	0.00	-29.07
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0260	ACCT# 822461956-00001	0.00	13.60
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0250	ACCT# 822461956-00001	0.00	31.72
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0430	ACCT# 822461956-00001	0.00	36.07
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0260	ACCT# 522373693-00001	0.00	10.10
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0170	ACCT# 522373693-00001	0.00	24.40
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0260	ACCT# 522373693-00001	0.00	0.10
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0192	ACCT# 522373693-00001	0.00	23.20
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0237	ACCT# 422620952-00001	0.00	76.35
1011010	70158	08/23/23	6281	VERIZON WIRELESS SERVICE	0488	ACCT#822461956-00001	0.00	35.20
TOTAL CHECK							0.00	1,292.81
TOTAL CASH ACCOUNT							0.00	101,292.81
TOTAL FUND							0.00	101,292.81
TOTAL REPORT							0.00	101,292.81

SUNGARD PENTAMATION, INC.
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SELECTION CRITERIA: transact.check_no between '5017816' and '5017823'
 ACCOUNTING PERIOD: 11/23

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	5017816	08/23/23	001197	ADVANCED REFRIGERATION &	0301	FLOAT SWITCH STICKING/	0.00	120.00
1011010	5017817	08/23/23	6839	AG-PRO, LLC	0301	REPAIR BOOM AXE	0.00	314.60
1011010	5017818	08/23/23	002869	BATTERY DISTRIBUTORS	SOU 0301	65CP BATTERY FOR TRACT	0.00	125.32
1011010	5017818	08/23/23	002869	BATTERY DISTRIBUTORS	SOU 0301	65CP BATTERY	0.00	125.32
1011010	5017818	08/23/23	002869	BATTERY DISTRIBUTORS	SOU 0301	BATTERY FEE	0.00	3.00
TOTAL CHECK							0.00	253.64
1011010	5017819	08/23/23	003645	J.B.'S TIRE & REPAIR	SER 0301	NEW TIRE 265/70/17	0.00	189.00
1011010	5017819	08/23/23	003645	J.B.'S TIRE & REPAIR	SER 0301	FTP	0.00	1.00
1011010	5017819	08/23/23	003645	J.B.'S TIRE & REPAIR	SER 0301	DISPOSAL - GRADER - 33	0.00	3.00
1011010	5017819	08/23/23	003645	J.B.'S TIRE & REPAIR	SER 0301	265/75R 17 - TIRE	0.00	378.00
1011010	5017819	08/23/23	003645	J.B.'S TIRE & REPAIR	SER 0301	FL POL	0.00	2.00
1011010	5017819	08/23/23	003645	J.B.'S TIRE & REPAIR	SER 0301	DISPOSAL - TRUCK - 100	0.00	6.00
1011010	5017819	08/23/23	003645	J.B.'S TIRE & REPAIR	SER 0301	TRACTOR STEM REPLACE R	0.00	20.00
1011010	5017819	08/23/23	003645	J.B.'S TIRE & REPAIR	SER 0301	LABOR - BOOMAXE - 7814	0.00	150.00
TOTAL CHECK							0.00	749.00
1011010	5017820	08/23/23	6454	PEARSONS READY MIX CONCR	0304	EXCAVATABLE FLOWABLE F	0.00	513.00
1011010	5017820	08/23/23	6454	PEARSONS READY MIX CONCR	0304	4,000 PSI CONCRETE	0.00	448.50
TOTAL CHECK							0.00	961.50
1011010	5017821	08/23/23	7665	QUIKRETE HOLDINGS, INC.	0302	COLD MIX	0.00	2,730.00
1011010	5017822	08/23/23	002578	SAFETY-KLEEN SYSTEMS INC	0301	ACCT# TA16379	0.00	148.95
1011010	5017823	08/23/23	7851	STONES, INC.	0301	HV585550072 HUSQ 20" C	0.00	76.58
1011010	5017823	08/23/23	7851	STONES, INC.	0301	HV531300436 HUSQ HLN25	0.00	45.99
1011010	5017823	08/23/23	7851	STONES, INC.	0301	HV40666 HUSQ 16" CHN S	0.00	24.99
TOTAL CHECK							0.00	147.56
TOTAL CASH ACCOUNT							0.00	5,425.25
TOTAL FUND							0.00	5,425.25
TOTAL REPORT							0.00	5,425.25

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SELECTION CRITERIA: transact.check_no between 'v70131' and 'v70156'
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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	V70131	08/23/23	001887	ADVANCED BUSINESS SYSTEM	0192	ACCT# TC31	0.00	77.25
1011010	V70132	08/23/23	7873	ALLSTATE CONSTRUCTION, I	0200-01	DESIGN/BUILD CONSTRUCT	0.00	166,210.06
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0261	INV#1X99-XQCD-WFQK	0.00	-421.16
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0473	SMMPSON PS4240 POWER S	0.00	1,109.11
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0473	SLOAN VALVE MASTER REP	0.00	25.58
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	SZPOWER SOLAR OUTDOOR	0.00	129.98
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	VERCELLI TERRENO A/T A	0.00	530.48
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0529	LUTRON MOTION SENSOR S	0.00	67.78
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0529	BLUE SKY GRAY CONNECTO	0.00	11.88
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0529	TRUE CABLE BOX CAT5E C	0.00	141.99
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0529	SHIPPING	0.00	6.99
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	ZNM SPIN MOP AND BUCKE	0.00	55.98
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0277	LIMBJEY MEETING NOTEBO	0.00	9.99
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0277	OUZOUSTATE SPIRAL NOTE	0.00	12.98
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	CONNFOE 37" STACKABLE	0.00	791.96
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	AIR WICK PLUG IN SCENT	0.00	43.30
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	AIR WICK PLUG IN OIL W	0.00	29.44
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0277	API STRESS COAT WATER	0.00	24.22
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0277	AQUEON FISH FLAKES	0.00	14.99
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	OUTSPURGE LARGE DOG KE	0.00	732.00
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	SENTRY SAFE FIREPROOF	0.00	42.48
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	MEDPRIDE POWDER FREE N	0.00	19.98
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	MEDPRIDE POWDER FREE N	0.00	19.98
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	CELOX 5 PACK SCRUB BRU	0.00	14.99
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	60ML AIR CONDITIONER F	0.00	18.91
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	WARNER 6" PLASTIC SCRA	0.00	5.68
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	DAMPRIID FRAGRANCE FREE	0.00	43.50
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	SCOTT PAPER TOWELS, 12	0.00	25.06
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	AMAZON BASICS MULTIPUR	0.00	99.98
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	STANLEY SL18116 WET/DR	0.00	69.99
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	BIC CRISTAL XTRA SMOOT	0.00	16.00
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	LKFDFA UTILITY CART W	0.00	94.99
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	CLEAN MACHINE 10376911	0.00	18.13
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	ESTIMATED SHIPPING/HAN	0.00	110.37
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	ESTIMATED SHIPPING/HAN	0.00	8.00
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	ESTIMATED SHIPPING/HAN	0.00	30.39
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0250	ESTIMATED SHIPPING/HAN	0.00	6.40
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0277	ESTIMATED SHIPPING/HAN	0.00	1.60
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0277	ESTIMATED SHIPPING/HAN	0.00	2.25
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0261	BUTICOLOR INK, 4 PK WF	0.00	367.98
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0261	BROTHER GENUINE TN420	0.00	84.10
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0261	PYRAMID TIME SYSTEMS,	0.00	1,329.93
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0261	UNI-BALL SIGNO 207 RET	0.00	18.78
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0261	SHUTTLE ART HIGHLIGHTE	0.00	29.96
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0261	SHUTTLE ART HIGHLIGHTE	0.00	14.98
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0261	PYRAMID TIME SYSTEMS 3	0.00	165.12
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0261	ESTIMATED SHIPPING/HAN	0.00	2.28
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0261	ESTIMATED SHIPPING/HAN	0.00	15.25
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0261	PYRAMID TIME SYSTEMS,	0.00	379.98
1011010	V70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0261	BIC WITE-OUT BRAND EZ	0.00	19.93

SUNGARD PENTAMATION, INC.
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SELECTION CRITERIA: transact.check_no between 'v70131' and 'v70156'
 ACCOUNTING PERIOD: 11/23

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	v70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0261	BIC CRISTAL XTRA SMOOT	0.00	16.48
1011010	v70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0277	APEIXOTO FUEL PUMP	0.00	51.96
1011010	v70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0261	ZTUUOAUMA FUEL PUMP	0.00	29.00
1011010	v70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0261	ESTIMATED SHIPPING/HAN	0.00	2.52
1011010	v70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0277	ESTIMATED SHIPPING/HAN	0.00	4.47
1011010	v70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0350	INV# 16HR-T7QJ-7JKR	0.00	-1,115.96
1011010	v70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0350	SHARK NV352 NAVIGATOR	0.00	159.99
1011010	v70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0487	HAND MITTENS	0.00	14.99
1011010	v70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0487	SPATULA AND TONGS	0.00	22.99
1011010	v70134	08/23/23	7474	AMAZON CAPITAL SERVICES,	0487	BLACKSTONE SCRUGGER AN	0.00	21.99
TOTAL CHECK							0.00	5,602.89
1011010	v70135	08/23/23	002171	BIG BEND TRANSIT, INC.	0423	JULY 2023 SHUTTLE SVC	0.00	3,920.00
1011010	v70136	08/23/23	000116	CASHWAY BLDG.PRODUCTS OF	0172	JULY 2023 BLANKET R&M	0.00	35.94
1011010	v70136	08/23/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	4PK 1-1/2" PADLOCK	0.00	27.99
1011010	v70136	08/23/23	000116	CASHWAY BLDG.PRODUCTS OF	0250	1-1/2" LAMINATED PADLO	0.00	223.83
1011010	v70136	08/23/23	000116	CASHWAY BLDG.PRODUCTS OF	0250	3PK MAG LONG SHANK	0.00	29.99
1011010	v70136	08/23/23	000116	CASHWAY BLDG.PRODUCTS OF	0250	PB CAMERON SK KNOB	0.00	129.96
1011010	v70136	08/23/23	000116	CASHWAY BLDG.PRODUCTS OF	0447	ROUND UP	0.00	219.98
1011010	v70136	08/23/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	220 GR 1/3 SANDING SHE	0.00	15.98
1011010	v70136	08/23/23	000116	CASHWAY BLDG.PRODUCTS OF	0250	CASSIUS 52" MATTE BL F	0.00	464.97
1011010	v70136	08/23/23	000116	CASHWAY BLDG.PRODUCTS OF	0250	12" NEW BRONZE DOWNROD	0.00	52.47
1011010	v70136	08/23/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR JULY 2023	0.00	21.97
1011010	v70136	08/23/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	BLANKET FOR JULY 2023	0.00	20.98
1011010	v70136	08/23/23	000116	CASHWAY BLDG.PRODUCTS OF	0261	176LH COMBO MASTER LOC	0.00	563.76
TOTAL CHECK							0.00	1,807.82
1011010	v70137	08/23/23	7517	CENTURY AMBULANCE SERVIC	1506	9/23 MO SUBSIDY	0.00	68,086.00
1011010	v70138	08/23/23	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	v70138	08/23/23	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	v70138	08/23/23	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	v70138	08/23/23	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	23.22
1011010	v70138	08/23/23	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	22.14
1011010	v70138	08/23/23	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	23.22
1011010	v70138	08/23/23	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	22.14
TOTAL CHECK							0.00	195.72
1011010	v70139	08/23/23	7247	CORPORATE TRANSLATION SE	0237	7/1-7/31/23	0.00	2.96
1011010	v70139	08/23/23	7247	CORPORATE TRANSLATION SE	0237	7/1-7/31/23	0.00	2.79
TOTAL CHECK							0.00	5.75
1011010	v70140	08/23/23	6180	DANA SOUTHERLAND	0902	SEPTEMBER REQUISITION	0.00	0.66
1011010	v70140	08/23/23	6180	DANA SOUTHERLAND	0902	SEPTEMBER REQUISITION	0.00	41,856.41
TOTAL CHECK							0.00	41,857.07
1011010	v70141	08/23/23	7875	HIRENKUMAR PATEL	0191	7/25 FUEL	0.00	20.02
1011010	v70142	08/23/23	004525	FLORIDA DEPARTMENT OF LA	0111	JULY CRIM HISTORY	0.00	72.00
1011010	v70143	08/23/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR JULY 2023	0.00	1,073.73

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	v70143	08/23/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR JULY 2023	0.00	168.85
1011010	v70143	08/23/23	7165	CBC CAPITAL, INC.	0261	BLANKET FOR JULY 2023	0.00	851.19
1011010	v70143	08/23/23	7165	CBC CAPITAL, INC.	0261	B-40 SECTION REPAIR ON	0.00	93.95
1011010	v70143	08/23/23	7165	CBC CAPITAL, INC.	0261	MOUONT/DISMOUNT	0.00	25.00
1011010	v70143	08/23/23	7165	CBC CAPITAL, INC.	0261	MED COMM STEM	0.00	7.50
1011010	v70143	08/23/23	7165	CBC CAPITAL, INC.	0261	SHOP SUPPLIES	0.00	1.50
TOTAL CHECK							0.00	2,221.72
1011010	v70144	08/23/23	5766	HUNT INSURANCE GROUP, IN	0200	AUGUST	0.00	1,704.00
1011010	v70145	08/23/23	6429	ICS CREMATION & FUNERAL	0150	CTY REMOVAL - OGLE	0.00	650.00
1011010	v70146	08/23/23	003309	LIVE OAK PEST CONTROL, I	0160	COURTHOUSE	0.00	40.05
1011010	v70146	08/23/23	003309	LIVE OAK PEST CONTROL, I	0166	HISTORICAL SOCIETY	0.00	13.50
1011010	v70146	08/23/23	003309	LIVE OAK PEST CONTROL, I	0164	ADMIN COMPLES	0.00	13.50
1011010	v70146	08/23/23	003309	LIVE OAK PEST CONTROL, I	0430	LIBRARY	0.00	13.50
1011010	v70146	08/23/23	003309	LIVE OAK PEST CONTROL, I	0250	ANIMAL CONTROL	0.00	13.50
TOTAL CHECK							0.00	94.05
1011010	v70147	08/23/23	001712	MUNICIPAL SUPPLY & SIGN	0447	NO OVERNIGHT PARKING S	0.00	225.00
1011010	v70148	08/23/23	004415	NEXTRAN TRUCK CENTER	0261	BLANKET FOR JULY 2023	0.00	133.07
1011010	v70148	08/23/23	004415	NEXTRAN TRUCK CENTER	0261	BLANKET FOR JULY 2023	0.00	17.98
TOTAL CHECK							0.00	151.05
1011010	v70149	08/23/23	7815	ODP BUSINESS SOLUTIONS,	0430	OFFICE DEPOT® BRAND BU	0.00	159.56
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0261	EXCELERATOR PEDAL POSI	0.00	130.99
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR JULY 2023	0.00	3.99
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR JULY 2023	0.00	113.24
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR JULY 2023	0.00	59.04
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR JULY 2023	0.00	155.04
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR JULY 2023	0.00	86.44
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR JULY 2023	0.00	35.98
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0261	BLANKET FOR JULY 2023	0.00	45.44
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0260	BLANKET FOR JULY 2023	0.00	23.98
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0277	BLANKET FOR JULY 2023	0.00	-1.20
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0277	BLANKET FOR JULY 2023	0.00	-17.99
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0277	BLANKET FOR JULY 2023	0.00	61.24
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0473	GREASE	0.00	109.90
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0473	HIGH TEMP GREASE	0.00	49.90
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0473	OIL FILTERS	0.00	23.98
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0473	10W30 OIL	0.00	103.87
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0473	SYN 10W30 OIL	0.00	59.94
1011010	v70150	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0529	821-5235 INDLOCK JACK	0.00	347.98
TOTAL CHECK							0.00	1,391.76
1011010	v70151	08/23/23	7898	RELIANT CPAS PA	0119	2021/2022 AUDIT	0.00	49,665.00
1011010	v70152	08/23/23	001940	TAYLOR COUNTY SHERIFF'S	0239	4/1-6/30/23	0.00	13,985.65
1011010	v70152	08/23/23	001940	TAYLOR COUNTY SHERIFF'S	0227	4/1-6/30/23	0.00	5,215.09
1011010	v70152	08/23/23	001940	TAYLOR COUNTY SHERIFF'S	0453	JUNE BOAT RAMP	0.00	4,725.00

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	v70152	08/23/23	001940	TAYLOR COUNTY SHERIFF'S	0451-0P	JUNE BOAT RAMP	0.00	4,473.00
1011010	v70152	08/23/23	001940	TAYLOR COUNTY SHERIFF'S	0453	JULY BOAT RAMP	0.00	7,581.00
1011010	v70152	08/23/23	001940	TAYLOR COUNTY SHERIFF'S	0451-0P	JULY BOAT RAMP	0.00	7,350.00
TOTAL CHECK							0.00	43,329.74
1011010	v70153	08/23/23	001740	W.W. GRAINGER, INC.	0160	30 COUNT WHITE KITCHEN	0.00	91.08
1011010	v70153	08/23/23	001740	W.W. GRAINGER, INC.	0160	96 COUNT SINGLE ROLL T	0.00	165.78
1011010	v70153	08/23/23	001740	W.W. GRAINGER, INC.	0160	60 GAL BLACK CAN LINER	0.00	48.66
TOTAL CHECK							0.00	305.52
1011010	v70154	08/23/23	7914	WASCON, INC	0473	SEWER GRINDER TRANSFER	0.00	1,869.43
1011010	v70154	08/23/23	7914	WASCON, INC	0473	SHIPPING	0.00	200.00
TOTAL CHECK							0.00	2,069.43
1011010	v70155	08/23/23	7895	FLORIDA TIRE & SERVICE S	0261	PICK UP SCRAP TIRES	0.00	1,837.50
1011010	v70155	08/23/23	7895	FLORIDA TIRE & SERVICE S	0261	PICK UP SCRAP TRUCK TI	0.00	180.00
TOTAL CHECK							0.00	2,017.50
1011010	v70156	08/23/23	7170	WAYNE PADGETT, SHERIFF	0901	SEPT DISTRIBUTION	0.00	680,095.74
TOTAL CASH ACCOUNT							0.00	1,071,934.65
TOTAL FUND							0.00	1,071,934.65
TOTAL REPORT							0.00	1,071,934.65

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FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	V5017824	08/23/23	7474	AMAZON CAPITAL SERVICES,	105	ALCOHOL WIPES	0.00	119.60
1011010	V5017824	08/23/23	7474	AMAZON CAPITAL SERVICES,	105	OFF INSECT REPELLANT	0.00	83.48
1011010	V5017824	08/23/23	7474	AMAZON CAPITAL SERVICES,	105	XL DISP GLOVES	0.00	39.00
1011010	V5017824	08/23/23	7474	AMAZON CAPITAL SERVICES,	105	BOTTLED WATER	0.00	445.00
TOTAL CHECK							0.00	687.08
1011010	V5017825	08/23/23	6375	BEARD EQUIPMENT COMPANY,	0301	SJ27735 WHEEL - BOOMAX	0.00	415.12
1011010	V5017826	08/23/23	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	179.27
1011010	V5017826	08/23/23	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	179.27
1011010	V5017826	08/23/23	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	179.27
TOTAL CHECK							0.00	537.81
1011010	V5017827	08/23/23	003306	FOULKE DISTRIBUTING, INC	0301	R134 REFRIGERANT	0.00	349.95
1011010	V5017827	08/23/23	003306	FOULKE DISTRIBUTING, INC	105	R134 REFRIGERANT	0.00	349.95
1011010	V5017827	08/23/23	003306	FOULKE DISTRIBUTING, INC	0301	TUBE GREASE	0.00	84.00
1011010	V5017827	08/23/23	003306	FOULKE DISTRIBUTING, INC	105	BRAKE CLEAN	0.00	47.88
1011010	V5017827	08/23/23	003306	FOULKE DISTRIBUTING, INC	0301	15/40 MOTOR OIL	0.00	119.76
1011010	V5017827	08/23/23	003306	FOULKE DISTRIBUTING, INC	105	DEX/MERC TRANS FLUID	0.00	143.76
1011010	V5017827	08/23/23	003306	FOULKE DISTRIBUTING, INC	105	LIBRICANTS NON PETROLE	0.00	179.40
1011010	V5017827	08/23/23	003306	FOULKE DISTRIBUTING, INC	105	CLEANERS	0.00	19.08
1011010	V5017827	08/23/23	003306	FOULKE DISTRIBUTING, INC	0301	ESTIMATED SHIPPING/HAN	0.00	4.90
1011010	V5017827	08/23/23	003306	FOULKE DISTRIBUTING, INC	105	ESTIMATED SHIPPING/HAN	0.00	5.10
TOTAL CHECK							0.00	1,303.78
1011010	V5017828	08/23/23	7165	CBC CAPITAL, INC.	105	TIRE	0.00	1,468.00
1011010	V5017828	08/23/23	7165	CBC CAPITAL, INC.	105	11R-24.5 TIRE	0.00	1,508.00
TOTAL CHECK							0.00	2,976.00
1011010	V5017829	08/23/23	001712	MUNICIPAL SUPPLY & SIGN	0301	24X30X080 PRISM BLACK	0.00	1,250.00
1011010	V5017829	08/23/23	001712	MUNICIPAL SUPPLY & SIGN	0301	24X30X080 PRISM BLACK	0.00	625.00
1011010	V5017829	08/23/23	001712	MUNICIPAL SUPPLY & SIGN	0301	10' 2#/FT GREEN U-CHAN	0.00	893.00
1011010	V5017829	08/23/23	001712	MUNICIPAL SUPPLY & SIGN	0301	12' 2#/FT GREEN U-CHAN	0.00	1,040.00
TOTAL CHECK							0.00	3,808.00
1011010	V5017830	08/23/23	7815	ODP BUSINESS SOLUTIONS,	105	JANITORIAL	0.00	234.94
1011010	V5017830	08/23/23	7815	ODP BUSINESS SOLUTIONS,	105	JANITORIAL	0.00	50.72
1011010	V5017830	08/23/23	7815	ODP BUSINESS SOLUTIONS,	105	FIRST AID	0.00	110.99
1011010	V5017830	08/23/23	7815	ODP BUSINESS SOLUTIONS,	105	MULTIFOLD TOWELS	0.00	47.26
1011010	V5017830	08/23/23	7815	ODP BUSINESS SOLUTIONS,	105	7 7/8 X 850' ROLL TOWE	0.00	79.36
1011010	V5017830	08/23/23	7815	ODP BUSINESS SOLUTIONS,	105	TOILET BOWL CLEANER	0.00	37.25
1011010	V5017830	08/23/23	7815	ODP BUSINESS SOLUTIONS,	105	CLEANING SUPPLIES	0.00	16.78
1011010	V5017830	08/23/23	7815	ODP BUSINESS SOLUTIONS,	105	38 OZ DISH DETERGENT	0.00	56.12
TOTAL CHECK							0.00	633.42
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	TEM46840N AIR CONDITIO	0.00	442.71
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	NC 3975A AIR CONDITION	0.00	175.80
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	102750 CABLE	0.00	158.42
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	7237 18MO WTY BAT - TR	0.00	311.70
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	C00674H FUEL PUMP ASSE	0.00	151.99
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	12586 STUD KIT - PICKU	0.00	66.67
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	8822 OIL DRY	0.00	13.99

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CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	G25230-0808 HYD HOSE F	0.00	51.39	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	G25239-0808 HYD HOSE F	0.00	33.61	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	70283 8MXTXREEL	0.00	51.03	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	550045126 ROT T4 15w40	0.00	65.97	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	G25240-0808 HYD HOSE F	0.00	78.30	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	41.49	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	38.57	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	30.77	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	49.95	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	31.09	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	48.41	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	3979 FIL NAPAGOLD FUEL	0.00	91.91	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	3969 FIL NAPAGOLD FUEL	0.00	88.58	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	3986 FIL NAPAGOLD FUEL	0.00	43.55	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	10481 TWD MIRROR	0.00	55.29	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	1163 FIL TRA FILT	0.00	11.36	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	2846 FIL AIR FILTER	0.00	18.20	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	7258203 BK .75IN X 14	0.00	65.99	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	77-0190 SER OIL FILTER	0.00	18.99	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	AD-9018 DISC PAD	0.00	76.99	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	AD-8816 DISC PAD - TRU	0.00	76.99	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	G202-02 FITTINGS	0.00	115.96	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	G202-04 COLLARS	0.00	191.96	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	G202814 HOSE - GRADER	0.00	577.50	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	27317-4 WATER PUMP - T	0.00	480.00	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	41.11	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	41.48	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	14.99	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	44.99	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	26.49	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	49.16	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	40.06	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	49.71	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	38.49	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	12.01	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	48.68	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	48.37	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	36.19	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	32.40	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	37.80	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	42.23	
1011010	V5017832	08/23/23	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JUNE, 2	0.00	32.66	
TOTAL CHECK								4,391.95	
1011010	V5017833	08/23/23	5079	TOM HORNE SUPPLY COMPANY	105	LEATHER PALM GLOVE	0.00	59.04	
1011010	V5017833	08/23/23	5079	TOM HORNE SUPPLY COMPANY	105	SAWS & IMPLEMENTS	0.00	18.48	
1011010	V5017833	08/23/23	5079	TOM HORNE SUPPLY COMPANY	105	GO-JO HAND CLEANER	0.00	13.85	
1011010	V5017833	08/23/23	5079	TOM HORNE SUPPLY COMPANY	105	FANTASTIK (1 CASE)	0.00	30.08	
1011010	V5017833	08/23/23	5079	TOM HORNE SUPPLY COMPANY	105	BWK6252	0.00	59.58	
1011010	V5017833	08/23/23	5079	TOM HORNE SUPPLY COMPANY	105	ORANGE MARKING PAINT	0.00	29.22	
1011010	V5017833	08/23/23	5079	TOM HORNE SUPPLY COMPANY	105	WHITE MARKING PAINT	0.00	29.10	
1011010	V5017833	08/23/23	5079	TOM HORNE SUPPLY COMPANY	105	GEN 800 TOILET TISSUE	0.00	157.26	

SUNGARD PENTAMATION, INC.
DATE: 08/23/2023
TIME: 15:38:20

TAYLOR COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.check_no between 'V5017824' and 'V5017836'
ACCOUNTING PERIOD: 11/23

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	V5017833	08/23/23	5079	TOM HORNE SUPPLY COMPANY	105	9" ROLL TISSUE PAPER	0.00	149.16
1011010	V5017833	08/23/23	5079	TOM HORNE SUPPLY COMPANY	0301	ALL SPORT ZERO DRINK M	0.00	187.90
1011010	V5017833	08/23/23	5079	TOM HORNE SUPPLY COMPANY	0301	TRASH GRABBER	0.00	45.04
TOTAL CHECK							0.00	778.71
1011010	V5017834	08/23/23	001740	W.W. GRAINGER, INC.	105	MOP HEADS	0.00	86.38
1011010	V5017834	08/23/23	001740	W.W. GRAINGER, INC.	105	CLEANING - PAPER PRODU	0.00	60.72
TOTAL CHECK							0.00	147.10
1011010	V5017835	08/23/23	000119	WARE OIL & SUPPLY COMPAN	105	UNLEADED GASOLINE	0.00	27,930.39
1011010	V5017835	08/23/23	000119	WARE OIL & SUPPLY COMPAN	105	15/40 BULK MOTOR OIL	0.00	4,372.50
TOTAL CHECK							0.00	32,302.89
1011010	V5017836	08/23/23	003617	MILLER HARDWARE COMPANY	105	SAND BAGS	0.00	600.00
1011010	V5017836	08/23/23	003617	MILLER HARDWARE COMPANY	105	WASP & HORNET SPRAY	0.00	47.90
TOTAL CHECK							0.00	647.90
TOTAL CASH ACCOUNT							0.00	48,629.76
TOTAL FUND							0.00	48,629.76
TOTAL REPORT							0.00	48,629.76

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review approve the 2023-2024 Small County Consolidated Solid Waste Management Grant Agreement SC428 in the amount of \$93,750.00.

MEETING DATE REQUESTED:

August 22, 2023

Statement of Issue: Board to review approve the 2023-2024 Small County Consolidated Solid Waste Management Grant Agreement SC428 on the amount of \$93,750.00.

Recommended Action: Review and approve Grant Agreement SC428.

Fiscal Impact: The County is eligible to receive up to \$93,750 from the DEP Solid Waste Management Grant Program with no match required from the County.

Budgeted Expense: Yes

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans, Grants Coordinator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The grant funds will be used to fund operating costs for the local solid waste management program including salaries of the recycling employees and waste tire disposal.

Attachments: Small County Consolidated Waste Management Grant Agreement SC428.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Taylor County Small County Consolidated Solid Waste Management Grant** Agreement Number: **SC428**
2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)
- Grantee Name: **Taylor County Board of County Commissioners** Entity Type: **Local Government**
- Grantee Address: **201 E. Green Street
Perry, Florida 32347** FEID: **59-6000879** (Grantee)
3. Agreement Begin Date: **October 1, 2023** Date of Expiration: **September 30, 2024**

4. Project Number: **SC428** Project Location(s): **Taylor County**
(If different from Agreement Number)
- Project Description: **Small County Consolidated Solid Waste Management**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 93,750.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	2023-24 GAA Line Item 1774	\$ 93,750.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 93,750.00

6. Department's Grant Manager Name: **Lindsey Bradley-Brown** or successor
- Address: **2600 Blair Stone Rd.
Tallahassee, FL. 32399**
- Phone: **(850)245-8977**
- Email: **lindsey.bradleybrown@floridadep.gov**
- Grantee's Grant Manager Name: **Jami Evans** or successor
- Address: **401 Industrial Park Drive
Perry, Florida 32348**
- Phone: **(850)838-3553**
- Email: **grants.assist@taylorcounty.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): <small>Exhibit 1 Recycling Summary Report Exhibit 2 Tonnage Summary Report</small>

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

IIN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Taylor County Board of County Commissioners

GRANTEE

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

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

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

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;

- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

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

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies

on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

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

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- i. **Signage Requirements**
 - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. **Procuring Signs:** Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

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

27. Lobbying and Integrity.

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

28. Record Keeping.

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

General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. SC428**

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is Taylor County Small County Consolidated Waste Management Grant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

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

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO. SC428**

ATTACHMENT 3

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

PROJECT AUTHORITY: Taylor County (Grantee) received funding from the Florida Legislature in the amount of \$93,750.00, through Specific Appropriation Line Item No. 1774, Solid Waste Management Trust Fund, Fiscal Year (FY) 2023-24 General Appropriations Act. The Grantee meets the threshold for a small county (population under 110,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its recycling program and waste tire removal costs. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

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

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

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

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

TASKS and DELIVERABLES:

Recycling Program Operations

Task 1: Recycling Program Salaries/Wages

Task Description: The Grantee will collect, sort and bale the eligible recyclables that are collected from their (9) recycle collection centers and the twenty-five (25) small businesses currently participating in their cardboard

pick-up schedule. The collected recyclables are transported to a central processing facility, where they are sorted and either bulked or baled, and then shipped to Newark Recycled Fibers in Tallahassee, Florida for final disposition.

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

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

Waste Tire Disposal

Task 2: Waste Tire Disposal

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

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

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

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

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

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Recycling Program Operations	10/1/2023	9/30/2024	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.
2	Waste Tire Removal	10/1/2023	9/30/2024	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Salaries / Wages	\$76,938.00
	Total for Task:	\$76,938.00
2	Contractual Services (Subcontractor)	\$16,812.00
	Total for Task:	\$16,812.00

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

Task No.	Position Title	Maximum Rate/Hour
1	Recycling Technician	\$12.43
	Utilities Mechanic	\$10.50
	HEO I	\$12.33
	Secretary/Office	\$19.38

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

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

Category Totals	Grant Funding, Not to Exceed, \$93,750.00
Salaries/Wages Total	\$76,938.00
Contractual Services Total	\$16,812.00
Total:	\$93,750.00

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding

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

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

Attachment 5
Exhibit 1
Page 5 of 6

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal				
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding
	DEP	2023-24	37.012	Small County Consolidated Waste Grant	\$9
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding

Total Award	\$9
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resource, for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal I [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/ State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_projects/ services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE SMALL COUNTY CONSOLIDATED SOLID WASTE (SCCSW) GRANT PROGRAM**

ATTACHMENT 6

1. The following requirements supersede paragraph 10 of Attachment 1, Standard Terms and Conditions:

Status Reports. The Grantee shall utilize Exhibit A, Progress Report Form, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion of the invoice period authorized under Chapter 62-716.310, F.A.C., and described in Attachment 3. It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months, and that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

2. In addition to the allowable cost categories described in Attachment 2, Special Terms and Conditions the following reimbursement provisions shall apply:

Prohibited Costs. Independent of the Grantee's obligation to any subcontractors, the Department shall not reimburse any of these prohibited costs, and if such costs are charged by a Grantee's subcontractor, the Grantee shall be responsible for payment from sources other than the grant funds awarded under this Agreement. The following costs are not eligible for reimbursement under this Agreement:

- a. Indirect, overhead or administrative costs (excluding fringe benefits);
- b. Promotional items such as t-shirts and other items promoting the program;
- c. Cell phone usage;
- d. Attorney's fees or court costs;
- e. Civil or administrative penalties;
- f. Interest in real property;
- g. Handling fees, such as set percent overages associated with purchasing supplies or equipment; and
- h. Vehicles, unless authorized in Attachment 3 of this Agreement.

Travel. Authorized travel expenses are included in the allowable items described in Attachment 3 and no additional travel expenses in excess of those already described in Attachment 3 will be authorized without written approval from the Department. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, F.S.

Vehicle Purchases. If the Grantee is authorized to purchase a vehicle necessary to complete the work under this Agreement, the cost of such vehicle shall not exceed the total authorized in Attachment 3, for use in performing the services described in Attachment 3. The vehicle type proposed for the purchase being authorized by the Department shall be described in Attachment 3. The Grantee shall purchase the vehicle(s) utilizing the Grantee's procurement procedures. If eligible, the Grantee should consider the Department of Management Services, State Term Contract(s), when purchasing a vehicle.

Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the vehicle purchased under this Agreement. However, the Grantee is required to account for and report on any vehicle purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. The Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. Vehicle(s) purchased for the Project are subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:

- a. The Grantee, and its authorized employees, shall have title to and use of vehicle for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed, title of the vehicle shall be transferred to the Department.
- b. The Grantee is responsible for the implementation of manufacturer required maintenance procedures to keep the vehicle in good operating condition and to keep records of all maintenance performed on the vehicle.
- c. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles relating to insurance.
- d. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, the vehicle(s) purchased with state funds and held in his possession for use in this Agreement with the Department.
- e. The Grantee is responsible for the purchase of, and shall maintain a current State of Florida tag and registration for all vehicles purchased under this Agreement.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	SC428		
Grantee Name:	Taylor County Board of County Commissioners		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1: Progress for this reporting period: Identify any delays or problems encountered:</p> <p>Task 2: Progress for this reporting period: Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. SC428 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: SC428 Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$	\$	\$N/A	\$N/A
Fringe Benefits	\$	\$	\$N/A	\$N/A
Indirect Cost	\$	\$	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel	\$	\$	\$N/A	\$N/A
Equipment (Direct Purchases)	\$	\$	\$N/A	\$N/A
Rental/Lease of Equipment	\$	\$	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$	\$	\$N/A	\$N/A
Land Acquisition	\$ N/A	\$ N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. SC428 and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Exhibit 1 Recycling Summary Report

Grantee may submit one (1) summary report for all recycling completed during the quarter. Complete a report number for each recycling completed during the quarter. Attach additional pages, if necessary. Include copies of any supporting documentation the recycling center may have provided. Comparable documentation may be submitted in lieu of this report.

Report No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Report No: Click here to enter text. Date of Collection: Click here to enter a date.

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MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

I, Click here to enter text., certify that the information in this report is true and accurate, and that the recycling operations have been completed in accordance with the terms and condition of DEP Agreement No. SC428 and as described in Attachment A, Grant Work Plan, of the Agreement.

Grantee's Grant Manager Name and Title:

Grantee's Grant Manager Signature: Date:

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

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

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

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

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

August 14, 2023

VIA E-MAIL AND REGULAR MAIL

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

Re: Solid Waste Grant Agreement with Department of Environmental
Protection Attachment 1

Dear LaWanda:

Pursuant to your request of 8/10/23, I reviewed the above-mentioned 13 page Grant, I did not review the attachments.

1. This Agreement was in small font and quite wordy.
2. On page 3, the very last paragraph, provided that the states performance and obligation to pay is subject to appropriation by the Legislature and the Agreement is not a commitment of future appropriations. Authorizations for completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.
3. On page 4, paragraph 8, subparagraph k, last sentence, please be aware of this, "If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds."
4. Page 5, paragraph 9, subparagraph g, last sentence, a portion of the last sentence, "Department shall not reimburse any of the following types of

charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment."

5. On page 5, paragraph 12, subparagraph 5, Insurance – Deductibles. The Department will not pay any or a part of the County's deductible.
6. On page 6, paragraph 13, subparagraph I, Termination for Convenience. This is one that is a real one that is in no way reasonable, first sentence, "When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee (County)."

Subparagraph ii, Termination for Cause. This is another one-sided portion. In essence, this subparagraph provides, if the Department terminates because the County failed to fulfill its obligations under the Agreement, but it is later determined that the default was excusable, or the County was not at fault, the right and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department.

My opinion, AMAZING!!!

7. On page 7, paragraph 16, Suspension of Work. "The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so."
8. On page 8, paragraph 18, Indemnification, subparagraph c, "Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S."
9. On page 8, paragraph 19, Limitation of Liability. "The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of unpaid balance of compensation. Also such liability is further limited to a cap of \$100,000."
10. On page 9, paragraph 23, Compliance with Federal, State and Local Laws, (subparagraph c), Agreement governed by the laws of the State of Florida

and also subparagraph d, provides venue in the Second Judicial Circuit, in and for Leon County. No surprise here.

11. Page 10 paragraph 25, Just a note, make sure the signs are placed on the property, "Must identify the project as a 'project funded by President Biden's Bipartisan Infrastructure Law' or 'project funded by President Biden's Inflation Reduction Act', as applicable.

LaWanda, please be advised that this is just a review of pages 1 through 13, none of the attachments or exhibits but, as you can see in my opinion this is a very one-sided agreement.

Thank you and I hope you are doing fine.

Respectfully,

A handwritten signature in blue ink, appearing to read "Conrad C. Bishop, Jr.", written in a cursive style.

Conrad C. Bishop, Jr.

CCB/kp

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) COUNTYWIDE PROGRAM FOR FY2022.

MEETING DATE REQUESTED:

August 22ND, 2023

Statement of Issue:

FY2022 FLORIDA DEPARTMENT OF LAW ENFORCEMENT EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) COUNTYWIDE PROGRAM FOR 10/01/2023 TO 9/31/2024. A 51% LETTER IS REQUIRED FOR THE FUNDING AND SHOWS HOW THE FUNDING WILL BE SPLIT BETWEEN BOTH LAW ENFORCMENT AGENCIES WITHIN THE COUNTY.

Recommended Action: APPROVE

Fiscal Impact: None

Budgeted Expense: N/A

Submitted By: UNDERSHERIFF MARTY TOMPKINS

Contact: 850-843-0440

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FY2022 LOCAL DIRECT BYRNE / JAG (JUSTICE ASSISTANCE GRANT) FUNDS ARE USED TO HELP PURCHASE EQUIPMENT AND REALTED SUPPLIES UTILIZED BY THE DRUG TASK FORCE. CURRENT ALLOCATIONS FOR THE FY2022 IS IN THE AMOUNT OF \$46,083 WHICH WILL BE SPLIT BETWEEN BOTH TAYLOR COUNTY SHERIFF'S OFFICE AND PERRY POLICE DEPARTMENT.

Options: APPROVE / NOT APPROVE

Attachments: 1) 51% LETTER - NEEDING CHAIRPERSON SIGNATURE.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

August 11, 2023

Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, Florida 32302-1489

Dear Mr. Menacaf;

In compliance with State of Florida Rule 11 D-9, F.A.C., the Taylor County Board of County Commissioners approves the distribution of \$46,083 of Federal Fiscal Year 2022 Edward Byrne Memorial JAG Program funds for the following projects within Taylor County.

<u>Sub Grantee</u> <u>City or County</u>	<u>Title of Project</u> <u>Taylor County</u>	<u>Dollar Amount</u> <u>(Federal Funds)</u>
Taylor County	Taylor County Drug Task Force	\$23,041.50
City of Perry	Perry PD Narcotics Unit	\$23,041.50

Respectfully,

A handwritten signature in cursive script, appearing to read "Jamie English".

Jamie English, Chairperson
Taylor County Board of County Commissioners

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:


Board to approve Satisfaction of Deferred Payment Loan Agreement and Satisfaction of SHIP Program Repayment Agreement for Eric and Kristy Clark who received Demolition and New Construction Assistance through the CDBG and SHIP programs in November 2011.

MEETING DATE REQUESTED:

August 22, 2023

Statement of Issue: Board to approve Satisfaction of Deferred Payment Loan Agreement and Satisfaction of SHIP Program Repayment Agreement for Eric and Kristy Clark who received Demolition and New Construction Assistance through the CDBG and SHIP programs in November 2011. The Clarks are selling the home. The County has been reimbursed for the balance remaining on the lien.

Recommended Action: Approve Satisfaction of Deferred Loan Agreement and SHIP Program Repayment Agreement.

Fiscal Impact: The County has been reimbursed \$11,250 for the balance remaining on the lien.

Submitted By: Jami Evans, Grant Coordinator

Contact: Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Mr. and Mrs. Clark received Demolition and New Construction Assistance through the CDBG and SHIP programs in the amount of \$70,878 in November 2011. The Clarks are selling the home. The County has been reimbursed \$11,250 for the remaining balance of the lien. All terms of the agreements have been satisfied.

Attachments: Satisfaction of Deferred Payment Loan Agreement and Satisfaction of SHIP Program Repayment Agreement.

**SATISFACTION OF HOUSING REHABILITATION PROGRAM
DEFERRED PAYMENT LOAN AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS: That TAYLOR COUNTY, FLORIDA, a political subdivision existing under the laws of the State of Florida, the owner and holder of a certain Housing Rehabilitation Program Deferred Payment Loan Agreement executed by **ERIC AND KRISTY CLARK, a married male and female**, bearing date the 3rd day of November, 2011, recorded in Official Records Book 675, pages 747-751, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a debt of \$45,878.00, and certain promises and obligations set forth in said Housing Rehabilitation Program Deferred Payment Loan Agreement, upon the property situate in said Taylor County, Florida, described as follows, to-wit:

LEG 0000.23 ACRES STEINHATCHEE SUB LOT 5 BLK 52 OR 666-735

hereby acknowledge full payment and satisfaction of said Housing Rehabilitation Program Deferred Payment Loan Agreement, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this 22nd day of August, 2023.

Signed, Sealed and Delivered
in Presence of:

Dummill Welch

Carley Inolash

Jamie English (SEAL)
JAMIE ENGLISH, Chairperson
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

ATTEST:

Gary Knowles
GARY KNOWLES, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared JAMIE ENGLISH, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

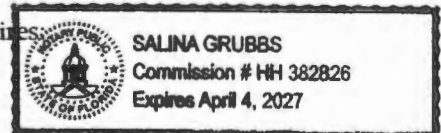
WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of August, 2023.

Salina Grubbs
NOTARY PUBLIC

My Commission Expires

PREPARED BY:

Conrad C. Bishop, Jr.
Attorney at Law
Post Office Box 167
Perry, Florida 32348
(850) 584-6113



**SATISFACTION OF TAYLOR COUNTY
DEMOLITION PROGRAM SHIP PROGRAM
REPAYMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS: That TAYLOR COUNTY, FLORIDA, a political subdivision existing under the laws of the State of Florida, the owner and holder of a certain Taylor County Demolition Program Ship Program Repayment Agreement executed by **ERIC AND KRISTY CLARK, a married male and female**, bearing date the 3rd day of November, 2011, recorded in Official Records Book 675, pages 751, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a debt of \$25,000.00, and certain promises and obligations set forth in said Taylor County Demolition Program Ship Program Repayment Agreement, upon the property situate in said Taylor County, Florida, described as follows, to-wit:

909 White Lane NE, Steinhatchee, Florida 32359
Parcel 09826-029

hereby acknowledge full payment and satisfaction of said Taylor County Demolition Program Ship Program Repayment Agreement, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this 22nd day of August, 2023.

Signed, Sealed and Delivered
in Presence of:

Dannith Welch

Carley Andosh

Jamie English (SEAL)
JAMIE ENGLISH, Chairperson
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

ATTEST:

Gary Knowles
GARY KNOWLES, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared JAMIE ENGLISH, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

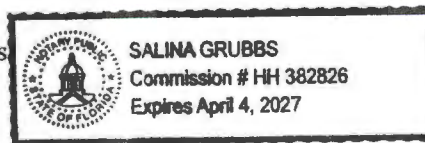
WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of August, 2023.

Salina Grubbs
NOTARY PUBLIC

My Commission Expires

PREPARED BY:

Conrad C. Bishop, Jr.
Attorney at Law
Post Office Box 167
Perry, Florida 32348
(850) 584-6113



TAYLOR COUNTY BOARD OF COMMISSIONERS*County Commission Agenda Item***SUBJECT/TITLE:****2023 Fall E911 Rural County Maintenance Grant**

ORIGINAL

MEETING DATE REQUESTED:**September 5th, 2023**

08/22/2023

Statement of Issue: This application is for the 2023 Fall E911 Rural Maintenance Grant. The grant funds the maintenance costs associated with Taylor County's 911 system.

Recommended Action: Sign grant and quote.

Fiscal Impact: \$8,494.27

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Dakota Cruce

Contact: 850-672-1976 or dakota.cruce@taylorsheriff.org

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The E911 Rural County Grant Program is used to assist rural counties with installation and maintenance of an enhanced 911 system. This is a reimbursement grant; there is no match for this grant, as it is 100% funded by the State E911 Board.

- Options:**
1. Approve application
 2. If not approved, we will be unable to pay for our 911 maintenance.

- Attachments:**
1. Grant Application
 2. Quotes from vendors, vendor contracts, and sole source forms

911 RURAL COUNTY GRANT PROGRAM

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1.0 Purpose

The 911 Rural County Grant Program is to assist rural counties with the installation and maintenance of Enhanced 911 systems and to provide “seamless” 911 throughout the State of Florida.

2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 is eligible to apply for this grant program.

3.0 Definitions

- 3.1 Enhanced 911 (E911): An enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and, in addition, directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the State Plan under section 365.171, F.S., and that provides for automatic number identification and automatic location-identification features.
- 3.2 911 Maintenance: The preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain 911 systems in operable working condition.
- 3.3 E911 System: The Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.
- 3.4 Alternate Contract Source (ACS): A competitively procured contract led by a federal, state, or local government. The ACS contract is cost-effective, contains language contemplating its use for cooperative purchasing, and the best interest of the county to use for purchases. Provided that the county's purchase is not over expansive in size and scope.
- 3.5 Maintenance Contract: A business agreement between a contractor and customer covering the maintenance of equipment over a specified period
- 3.6 Next Generation 911 (NG-911): The designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- 3.7 Next Generation 911 Core Services (NGCS): The base set of services needed to process a 911 call/signal on an ESInet. Includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services, and typical IP services such as Domain Name System (DNS) and Dynamic Host Configuration Protocol (DHCP). The term NG-911 Core Services encompass the services but does not include the network on which they operate.

- 3.8 Public Safety Answering Point (PSAP): A public safety agency that receives incoming 911 requests for assistance and dispatches appropriate public safety agencies to respond to the requests in accordance with the State E911 Plan.
- 3.9 Service Contract: A written contract to perform, over a fixed period or for a specified duration, duties relating to informational and technical services
- 3.10 Warranty Contract: A written guarantee given to the purchaser of a new item by the manufacturer or dealer, usually specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period.

4.0 911 Rural County Grant Program Calendar

	Spring Schedule	Fall Schedule
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of awards approved for funding to the counties.	Before June 30	Before December 30
Equipment Maintenance	One year from the award notification letter date.	One year from the award notification letter date.
Project Implementation	One years from the award notification letter date	One years from the award notification letter date.
Expiration of the right to incur costs, request payment and/or final reimbursement of funding.	Two years from the award notification letter date	Two years from award notification letter date.

5.0 General Conditions

5.1 Applications and related documents must be delivered to the following address:

State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 135
Tallahassee, FL 32399-0950
Or
E911BoardElectronicGrantreports@dms.fl.gov

Email is the preferred method of receipt of all grant applications.

- 5.2 The applicant shall provide Application Form items 1 through 11 and the applicable procurement documents. The grant application package must be delivered on or before the submission date specified in the E911 Board notification of an E911 Rural Program published in the Florida Administrative Register. Failure to timely provide these documents will result in a rejection of the grant application.
- 5.3 To be considered for a grant award, all Next Generation projects must meet the NENA i3 technical standards.
- 5.4 GIS grants may be limited to funding to achieve the 98% accuracy rate as identified in the NENA GIS Data Model.
- 5.5 All Next Generation 911 project vendors must certify in writing that their systems will be interoperable with bordering counties, regions, and adjacent state lines
- 5.6 Only the percentage of service and equipment directly attributable to provisioning of 911 services is eligible.

- 5.7 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and providing 911 services. Warranty and maintenance costs shall be calculated to account for only the first-year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.
- 5.8 All grant applications shall be accompanied by at least one complete quote for equipment or services.
- 5.8.1 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three quotes in accordance with the competitive procurement process in 287.057(1), Florida Statutes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of posting of the request with documentation of the limited responses. Subject to the following exceptions:
- a) When purchasing from a DMS State Term Contract or DMS authorized Alternative Contract Source, the county shall follow the DMS State Purchasing ordering instructions and their county procurement rules and policies. Should the DMS State Purchasing ordering instructions and their county procurement rules and policies conflict, the county procurement rules and policies shall prevail, with provision of a letter from the county's purchasing department.
 - b) When purchasing from an Alternate Contract Source that has not been approved by DMS State Purchasing, the county shall follow their county procurement rules and policies, with provision of a letter from the county's purchasing department.
 - c) Services or commodities provided by governmental entities do not require more than one quote.
 - d) The county can initiate a request for approval to procure from a single source vendor. These will be considered on a case-by-case basis. Justification for single source procurement shall be provided with the application, which shall include a costs analysis that reviews the allowability, necessity and reasonableness of all cost elements. The single source procurement will be considered if provided in accordance with Chapter 287 Florida Statutes. A letter from the purchasing department that the project is a single source procurement based on section 287.057(3)(c), Florida Statutes, shall be provided with this grant application.
- 5.9 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the 911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance or met the requirements of General Conditions items 5.8, are not required to provide three written quotes with an application for an additional year of maintenance.

- 5.10 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request, also known as "Period of Coverage". Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, a detailed description of line item and cost, breakdown of all costs including equipment, service tasks and deliverables.
- 5.11 Applicants requesting items from different funding priorities should complete a separate Budget Report for each priority. See Addendum I - Funding Priorities for the 911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.8.
- 5.12 Should two or more rural counties jointly apply for a grant; each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition, one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.8.
- 5.13 Procurement shall be based on the county's procurement processes and the applicable State purchasing requirements, including but not limited to sections 112.061, 287.057, 287.017, and 287.058. Florida Statutes.
- 5.14 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing with signature by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- 5.15 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.
- 5.16 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund (The 911 Fee Revenues Form, 6A). The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form Budget Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Equipment maintenance contract cost is not a capital

expenditure and is not an authorized expenditure of carry forward funds after the initial first year project costs included in the original capital equipment replacement or upgrade project.

- 5.17 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.
- 5.18 Funding requests contingent upon “beta testing” or for products and services not in general production and installation will not be funded.

6.0 Limitation on Use of Funds Guidelines for 911 Grant Expenses

- 6.1 The following expenses will not be funded through this grant:
 - A. Salaries and associated expenses for 911 coordinators, call takers or other 911 personnel
 - B. Vehicle expenses
 - C. Wireline database cost
 - D. Outside plant fiber or copper cabling systems and building entrance cost
 - E. Consoles, workstation
 - F. Ariel photography expenses
 - G. Wireline 911 analog trunks; administrative lines and circuits; GIS database synchronization; and recurring network and circuit cost beyond the first year
- 6.2 Funding limitations are specified on the following items:
 - A. Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.
 - B. Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup.
 - C. Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.
 - D. Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.
 - E. Training cost funding is limited to new system and equipment training.
 - F. The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures.

7.0 Approval and Award

- 7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.
- 7.2 Upon grant award county will receive a grant agreement per their funding source that requires signature by the BOCC or county manager.
- 7.3 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards. Grant awards maybe withheld if the county is not in compliance with all Board reporting requirements (including annual reports).
- 7.4 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the 911 Rural County Grant Program.
- 7.5 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed 911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.

8.0 Financial and Administrative Requirements

- 8.1 Grant funds shall be provided on a cost reimbursement basis.
- 8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however, claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Financial Reimbursement of Expenditures Reporting Form. Incomplete claims forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.
- 8.3 Upon written request and accompanying documentation justifying the need, a county may receive a progress payment of funding with a completed Financial Reimbursement of Expenditures Reporting Form (Rule 60FF1-5.0035(4), F.A.C), signed contract or purchase order, the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor. Abuse of this policy will lead to denial of future payments.
- 8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. The reimbursement request must match the scope of work and budget proposed in the grant applications. Grants that include cost defined by a set number of work hours dedicated to a project must include additional documents as requested by DMS staff. All items must comply with the DFS Reference Guide for State Expenditures.
- 8.5 To assure prompt processing, complete reimbursement claims should be e-mailed to:

E911BoardElectronicGrantReports@dms.fl.gov

- 8.6 Grant funds can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension.
- 8.7 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.8 It is the county's responsibility to maintain the property, equipment, or services in accordance with the scope of work. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro-rata basis. If the equipment cost in excess of over \$5,000 and the grant is federally funded, the county must maintain an inventory of 5 years.
- 8.9 The grantee agrees that any improvement, expansion, or other effect brought about in whole or part by grant funds will be maintained until the system or equipment becomes obsolete.
- 8.10 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:
- Temporarily withhold grant payments pending grantee correction of the deficiency,
 - Disapprove all or part of the cost of the activity or action not in compliance,
 - Suspend or terminate the current award for the grantee's project,
 - Suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

- 8.11 Grant awards or portion thereof may be terminated by the grantee upon written notification to the E911 Board, detailing the reasons for such termination, the effective date, and the release of allocated funds.
- 8.12 E911 Staff may require additional documentation to confirm proof of payment and deliverables met in accordance with DFS Reference Guide for State Expenditures.
- 8.13 Prior to a county signing a contract with a different vendor from the original vendor stated in the grant application, the county must request a grant change on the Change Request Form and include an itemized quote and a copy of the new contract to be approved by the E911 Board

9.0 Grant Reporting Procedures

- 9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include a completed Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
- 9.1.2 Updated reports and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**.
- 9.2 The Quarterly Status Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.3 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.4 Funding continuance will be based on timely submission of quarterly reports.
- 9.5 Upon receipt of final reimbursement from DFS, a final Quarterly Status Report form shall be submitted based on the same reporting requirements described in grant reporting item 9.1. Proof of payment to the vendor or proof of final payment from DFS must be submitted with the Quarterly Status Report marked as "final" in the appropriate field.
- 9.6 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Change Request Form. Any unauthorized change shall require the return of grant funds.
- 9.6.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services or demonstrates good cause for failure to execute a contract within twelve months of the award. Good cause documentation shall include a new project timeline schedule.
- 9.6.2 A change request to an alternate vendor must be approved by the E911 Board with a grant change request which includes a new itemized quote.
- 9.6.3 Time extensions shall be limited to a maximum of one additional year, totaling two years when approved by the E911 Board.
- 9.6.4 Change Request forms and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**
- 9.7 Change requests must be submitted ten (10) business days prior to Board meeting to be reviewed. Any reports submitted late will be reviewed at the next month's E911 Board meeting

- 9.8 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award. The counties are required to provide DMS a copy of the county's Comprehensive Annual Financial Report (CAFR) no later than August 1st following the completion of the County's fiscal year.

County Taylor

911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM

Total Amount Requested: \$8,494.27

Project Title: **Fall 2023 Taylor County Maintenance Grant**

1. Board of County Commissioners Chair: Jamie English

Mailing Address: P.O. Box 620

City: Perry

State: Florida Zip: 32347 -

Phone: (850) 838-3500 Fax: 850-838-3501

Email Address: jenglish@taylorcountygov.com

2. County 911 Coordinator: Dakota Cruce

Mailing Address: 108 N Jefferson St. Ste. 103

City: Perry

State: Florida Zip: 32347 -

Phone: (850) 838-1104 Fax: 850-584-7016

Email Address: dakota.cruce@taylorsheriff.org

County Taylor

COUNTY INFORMATION
USE 12 POINT FONT OR LEGIBLE HAND PRINTING

3. County Fact Information

A. Number of PSAP's One(1)

B. Number of Call-taking Positions per PSAP Four(4)

C. What equipment is requested in this grant application?
none

D. Financial Information:

What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance? \$50,000.00

- 1.) What are the current annual costs for maintenance of items included in 1.)?
\$55,718.77
- 2.) Total amount of E911 fee revenue received in the preceding year?
\$87,875.32
- 3.) Total amount of county carry forward funding retained in the preceding year?
\$0.00
- 4.) Current total amount of county carry forward funding?
\$189,629.00
- 5.) Two year maximum calculated amount for applied carry forward funding
Calculation (current year carry forward \$52,725.20
funding amount based on General
Condition 5.16 multiplied by two)
- 6.) Minimum calculated amount for Applied Carry Forward Funding
Calculation (Subtract the amount in D.4. \$136,903.80
subtracted by amount in D.5.)
Insert in the Budget Report

4. Describe your county's existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

Taylor County is currently utilizing Solacom for our 4 (four) position PSAP. We are Phase II compliant, using a map building and display package for the map data. Taylor County is a type 5 (five) with an online database.

5. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. For any scope of work that includes milestones, please describe in detail what deliverables are expected to be provided in each milestone.

**-Eaton UPS Maintenance and Contract Renewal (03/15/2024-03/14/2025)
Services, only 911. Flex 8 (eight) hour Rsp, 7x24 cvg. 1x per term: UPS
preventative – maintenance, after hours (7x24), 1x per term, sealed battery
preventative maintenance, anytime. EOSL status active.**

**Indigital annual support for MEVO Anywhere Kit used for disaster recovery.
(04/01/2024-03/31/2025)**

6. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year. This may include software or standalone components.

The funds requested will ensure that the equipment is maintained by properly trained technicians who have been working with the equipment, our equipment for over a decade.

7. Describe why your county will not be able to complete this project without this grant funding.

Taylor County is a rural county with a population of under 22,000 people. Taylor County's rural nature and small population base make it difficult to generate enough funding to cover costs associated with maintaining a wireless phase II system. Taylor County is one of the state's REDI (Rural Economic Development Initiative) counties and also one designated "critical economic concern". Without the funding this grant provides, wireless phase II operation at our center would be difficult to continue.

8. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

Taylor County is requesting these funds for projects or coverage that are needed for 2024-2025. Upon approval of the grant, a budget request will be provided to the Taylor County Board of County Commissioners. Once approval of the budget commences, a purchase order will be produced. Payment will be made immediately upon receipt of invoices received from the vendor; the project will be considered complete when all funds have been expended and the vendor has reported action on all items in the quote.

9. Sole source justification (if applicable). Sole source justification must meet the state procurement guidelines and chapter 287.057 (3)(c), F.S.

This will be a sole source procurement to not void maintenance and warranty agreements.

County

Taylor

10. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

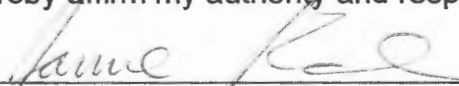
MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

The county certifies that all applicable county procurement rules/procedures has been met.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

11. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

 8/22/23
SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS or DATE
COUNTY MANAGER

Jamie English
Printed Name

 8/22/23
WITNESS DATE

Appendix I

NO requests for funding will be acknowledged for any items not specified in subsection 365.172 (10), Florida Statutes (shown below).

AUTHORIZED EXPENDITURES OF E911 FEE. —

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification and recertification and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunications as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Addendum I

Funding Priorities for the 911 Rural County Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program will be made on a priority basis. There will be five priorities as identified below:

PRIORITY 1: Rural counties with Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

PRIORITY 2: Rural counties with systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through c:

- a. System Maintenance (pertaining exclusively to items listed in Priorities 3 a-h only)
- b. Hosted System Service for subsequent years, after the first year.
- c. Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

PRIORITY 3: Rural counties with Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining status. This may include the following, listed in order of funding priority a through h:

- a. Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
- b. Lightning Protection Equipment
- c. Uninterruptible Power Supply Equipment and or Generator Equipment
- d. E911 Voice Recording Equipment
- e. County E911 Standalone ALI Database Equipment
- f. E911 Map Display Equipment
- g. Net clock
- h. New additional 911 Call Taker Position Equipment

PRIORITY 4: Rural counties with Systems requesting consolidation of PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

PRIORITY 5: Rural counties with Systems that require mapping services necessary for maintaining Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a. Mapping System Equipment - map generation hardware and software licensing is limited to components for two stations
- b. GIS Centerline, point generation and map accuracy services
- c. GIS Data support

Regional system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program for any 911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under sections 365.172 and 365.173, Florida Statutes

County E911 Fiscal Information

Item No.	E911 Fee Revenue		
1	County	taylor	Fiscal Year 2021-2022
2	Wireless Fee Revenue	\$48,059.15	
3	Non-Wireless Fee Revenue	\$19,193.40	(LEC, Wireline, & VoIP)
4	Pre-Paid Fee Revenue	\$20,622.77	
5	Total Fee Revenue	\$87,875.32	Carry Forward Fee Revenue Calculation (Item #2 + Item #3 + Item #4)
Item No.	E911 Allowable Expenditures		
6	Fee Revenue Expenditures	87,875.32	
Item No.	E911 Carry Forward & Excess Carry Forward		
9	Allowable Carry Forward	\$26,362.60	Maximum Allowable (30% of Item #5)
10	Actual Carry Forward	\$0.00	Limited by Para 365.173(2)(d). Florida Statutes. Assure amount is equal (=) to or less than (<) Item #9
11	Excess Carry Forward Recovery	\$0.00	
Item No.	Contact Information		
12	Preparer's Name	Dakota Cruce	
13	Preparer's Title / Position	911 coordinator	
14	Telephone Number	850-838-1104	
15	Preparer's Email	dakota.cruce@taylorsheriff.org	
16	Date	11-30-22	
In accordance with Paragraph 365.173(2)(d) and 365.172(6)(a)3., Florida Statutes			
County E911 Fiscal Information		Incorporated by reference in Fla Admin. Code Rule 60FF1-5.006 Requirements for County Carry Forward Funds & Excess Funding 04/2020	

Budget Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). If there is insufficient space, please include details in an attachment. Budget costs should match requested vendor quote

County: Taylor

Project Name: Taylor County 2023 Fall Rural Grant

Budget Categories

Deliverables	Unit Price (\$)	Quantity	Total Amount (\$)
A. System (Hardware, Software, Equipment, & Labor)			
B. Services (Training, Maintenance, and Warranty Items)			
Eaton UPS support	\$5,438.59	1	\$5,438.59
Indigital annual support for MEVO Anywhere Kit for disaster recovery	\$3,055.68	1	\$3,055.68
Overall Project Total			\$8,494.27
Carry Forward Funds Applied			\$0.00
Grant Request Total Less Carry Forward Applied			\$8,494.27

Notes:


 Signature, 911 County Coordinator

EXHIBIT D

SOLE SOURCE CERTIFICATION

VENDOR NAME: Eaton

COMMODITY: (General Description) UPS Maintenance back up for 911 system,

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

SOLE SOURCE CERTIFICATION:

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

COMMENTS/EXPLANATION: (Use reverse side if necessary.)

Maintenance to UPS can only be completed by a certified EATON tech or it will void any warranty

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

Signed: [Signature]
Department Head Signature

Department: 911 Coordinator

Approved: _____
County Coordinator

Date: 8/14/23



Powering Business Worldwide

Eaton UPS Service Contract Renewal 41172
Quote Date: 08/07/2023

Doug McAllister, Eaton Authorized Representative
Florida Critical Power, LLC
3016 Third Street, Suite 202
Jacksonville Beach, FL 32250
813-968-7013
Email: DougMcAllister@FloridaCriticalPower.com

Prepared For:

Billing Contact: Dakota Cruce, 911 Coordinator/TAC
Billing Company: Taylor County - Board of County
Commissioners (BOCC)
PO Box 620
Perry, FL 32348
850-672-1976
Email: dakota.cruce@taylorsheriff.org

For Covered Equipment at Site:

Site Contact: Dakota Cruce, 911 Coordinator/TAC
Site Company: Taylor Co. Sheriff's Office - Emergency Mgt.
591 E Highway 27
Perry, FL 32347
850-672-1976
Email: dakota.cruce@taylorsheriff.org

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation.

Quantity 1, Eaton 9390-IT (40), UPS Service Contract Renewal

Coverage Start Date: 3/15/2024 Coverage End Date: 3/14/2025

Flex: 8 Hr Rsp, 7x24 Cvg Only

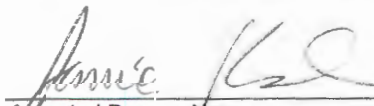
- After Hours (7x24) w/ Parts&Labor
- 8 HR Response Time
- 1x per term: UPS Preventive Maintenance, After Hours (7x24)
- 1x per term: Sealed Battery Preventive Maintenance, Any Time
- EOSL Status Active

Supporting Documents: T-0, X-1, R-2, R-5, R-30, R-10

Site Location	Model	Serial Number	Quantity
Taylor County 911 Center	9390-IT (40)	EF342CAB03	1
Subtotal:			1

Grand Total Price: \$5,438.59

- Contract Payment Terms: Net 30 days, Billing Cycle: Payment Upfront
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below. If including a PO, please make to **EATON CORPORATION**
- Please return to DOUGMCALLISTER@FLORIDACRITICALPOWER.COM for processing.

Accepted By:  Chairman 8/22/23
Print Name: _____ Title: _____ Date: _____
Purchase Order Number: _____

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSServices

EATON CORPORATION
UPS SERVICES – TERMS AND CONDITIONS (T-0)

TERMS AND CONDITIONS: These terms and conditions, the quotation and Scope(s) of Work (the "Agreement"), are the final expression of the contract for the sale of UPS services by Eaton Corporation and its affiliates and wholly owned subsidiaries ("Contractor"), and supersede all prior terms, quotations, statements(s) of work, purchase orders, correspondence or communications whether written or oral between Eaton Corporation and the customer. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER (THE "CUSTOMER"), ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY CONTRACTOR.

1. DEFINITIONS: The terms listed below shall have the following meanings:

- "Battery" is the electric storage portion of a UPS.
- "Covered Equipment" is the equipment as listed on the quote.
- "CPM" is the Contracted Period of Maintenance or Hours of Service.
- "Drop Ship Items" are capacitors, fans, equipment upgrades (modifications), batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.
- "Emergency Service" is all services provided on an as needed basis that is not scheduled in advance.
- "PCS" is Pre-Contract Survey inspection.
- "Power Module" is the electronic portion of a UPS or other power quality device.
- "Scope of Work" is the services, procedures, methods, exclusions and coverage as purchased by the Customer
- "Service" is the installation, maintenance (including Preventive Maintenance as defined in Scope of Work Attachment R-2), repair, inspection, adjustment, and remote monitoring services (including the PredictPulse Service as defined in Scope of Work, Attachment R-32, R-36 or R-37) performed on the Covered Equipment by Contractor or otherwise provided by Contractor in connection with the Covered Equipment.
- "UPS" is an Uninterruptible Power Supply which is comprised of the Power Module and Batteries.

2. ELIGIBILITY: All Covered Equipment that has a lapse in Service or warranty coverage greater than ninety (90) days is subject to a PCS prior to eligibility for Service under this Agreement. Customer will be charged at Contractor's current Time and Material Service Rate Schedule (Exhibit 1-PCS and Attachment X-1). A list of the equipment requiring a PCS will be incorporated into this Agreement.

3. HOURS OF SERVICE: Contractor will provide scheduled and emergency services portal-to-portal 8:00AM to 5:00 PM Monday-Friday ("5X8 Service") excluding all observed holidays. The Customer may purchase extended hours of scheduled and Emergency Service coverage ("7x24 Service") including Emergency Service being provided on public holidays (5 U.S.C. 6103). Scheduled services are not available on observed holidays.

4. ON-SITE RESPONSE TIME: Upon Service request the Contractor will arrive at the location of the Covered Equipment the next business day. If purchased by Customer and the Covered Equipment is located within one hundred (100) miles of a Contractor service location, Contractor will arrive at location of Covered Equipment within eight (8), four (4) or two (2) CPM hours. Response time does not include battery replacement service.

5. LABOR AND MATERIAL RATES: Customer shall be billed at Contractor's current Time and Material Rate Schedule (Attachment X-1) for Service purchased outside the Scope(s) of Work. This excludes any flat-rate quoted by Contractor representative.

6. ENGINEERING CHANGES: All engineering changes deemed necessary by Contractor will be installed during scheduled Service visits during the CPM. Any engineering changes deemed optional by Contractor will be offered to Customer on an as-available, per charge basis.

7. CUSTOMER'S RESPONSIBILITY:

A. Communication and Scheduling: Customer shall contact Contractor's Customer Reliability Center (1-800-843-9433) to schedule all Service and other requests. Preventive Maintenance or Services is deemed fulfilled if (i) the Customer fails to schedule or (ii) does not permit Service to be completed within ninety (90) days of the scheduled service date.

B. Movement: If Covered Equipment is moved to another location within the United States, Service coverage will continue at Contractor's option if: (i) Customer notifies Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment and, (ii) Contractor supervises the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment and Customer will be charged at current Time and Material Service Rate Schedule.

C. Escort: During the provision of Service, Customer will have a representative present at Service site at no cost to the Contractor.

D. Access: Customer shall grant unobstructed access to the Covered Equipment to be serviced, as well as adequate working space in the immediate vicinity as may be required for the Contractor to perform Services. Prior to a site visit, the Customer and



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Contractor must agree on site access requirement costs. These costs will be invoiced by the Contractor following completion of Services.

8. TERM AND TERMINATION: The initial term of this Agreement shall be the service period defined on the applicable quote. Following the expiration of the initial term, this Agreement shall automatically renew for successive twelve (12) month periods. Contractor will provide notice of updated pricing prior to the expiration of the initial term or any subsequent renewal term. Customer or Contractor may terminate this Agreement at any time upon thirty (30) days written notice to the other, subject to Section 16.

9. BATTERIES AND DROP SHIP ITEMS: Prices stated in a quote do not include installation, freight, and handling charges unless these items are listed and priced in the quote. Prices stated in a quote are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to Customer shall pass to Customer upon delivery at the F.O.B. point.

Shipment estimates are after receipt of Customer's purchase order. If approval of drawings are required, then shipment estimates are after receipt of written approval. If the Customer cannot accept delivery of batteries, Customer will arrange for storage. Contractor is not be liable or responsible for any damages or loss for delay or default in delivery due to force majeure. Customer may not cancel its purchase order because of such delays.

Customer may cancel its purchase order with prior written notice to Contractor subject to cancellation charges for capacitors, fans, equipment upgrades (modifications), batteries and Drop Ship Items as follows: (i) between 0-30 days prior to shipment, 100% of the total invoice, and (ii) greater than 30 days prior to shipment, 50% of the total invoice. Charges made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. Customer is responsible for return freight charges related to cancellation.

10. END OF SERVICE LIFE ("EOSL"): Contractor may designate a Power Module as "End of Service Life" which means limited parts are available and Service will be provided on a best efforts basis. This designation will be indicated on the quote for Service renewal and will serve as Contractor's notice of limited service support and its recommendation to replace or decommission the Power Module. If Contractor cannot perform or complete a covered repair, Contractor may terminate coverage subject to Section 8. Customer may request a pro-rated refund for the terminated portion of this Agreement, subject to Section 16.

11. INSURANCE: During the term of this Agreement, Contractor, at its own cost and expense, shall maintain in full force and effect the following insurance with sound and reputable insurers: (i) worker's compensation insurance in accordance with the statutory requirements of the state where the Service is to be performed; (ii) automobile liability insurance on all motor vehicles licensed for highway use, both owned and non-owned; and (iii) commercial general liability insurance for bodily injury and property damage.

12. WARRANTY: Contractor shall perform all Service in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor and/or diagnosed by Contractor's personnel during the term of this Agreement. Contractor warrants its corrective maintenance per the scope of work and replacement parts to be free from defects in material and workmanship for the term of this Agreement or for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, whichever is longer. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this Warranty, Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to Customer. This Warranty shall not apply to any Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by Customer (or a third party) not authorized by Contractor in writing; or (iii) moved without thirty (30) days' notice to Contractor. Contractor reserves the right to supervise the move. THIS WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Parts or materials supplied, but not manufactured by Contractor, are warranted solely by the manufacturer. Contractor's obligation under this Warranty is conditioned upon receipt of all payments due from Customer.

13. ASSIGNMENT: Neither party shall assign this Agreement or any of its rights and interests without the prior written consent of the other party. Upon written notice to the other party, either party may assign this Agreement or any of its rights and interests to: (i) any parent, subsidiary, affiliated or successor corporation; or the purchaser of any of these entities; (ii) any corporation to which the party has sold all or substantially all of its assets (including the purchaser of any of the party's subsidiaries); or (iii) any corporation or legal entity with which the party may merge or consolidate.

14. INDEMNITY: Contractor shall defend, indemnify and hold harmless Customer, its officers, employees and agents (Indemnified Parties), from and against any and all claims, causes of action or suits brought against the Indemnified Parties to the extent they result directly from (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts or willful misconduct of Contractor, its agents or employees, and (2) any violation of federal or state law,



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regulation, order, rule or of any other governmental authority having jurisdiction by Contractor, its employees or agents, while Contractor is performing work on site. The Indemnified Party shall cooperate in a reasonable manner to provide information and access to personnel related to the defense of any indemnified claim.

15. LIABILITY: The remedies of the Customer set forth in this Agreement are exclusive and are its sole remedies for any failure of Contractor to comply with its obligations hereunder. IN NO EVENT SHALL CONTRACTOR OR CUSTOMER, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER FOR ANY AND ALL CLAIMS ARISING OUT OF (A) DAMAGE TO PROPERTY OR EQUIPMENT, OTHER THAN DIRECT DAMAGES TO EQUIPMENT SOLD OR SERVICED HEREUNDER, OR (B) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY DAMAGES, LOST PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OR LOST OPPORTUNITY THAT RESULT FROM OR IN CONNECTION WITH ANY CLAIM(S) OR CAUSE(S) OF ACTION, WHETHER BROUGHT IN CONTRACT OR IN TORT, EVEN IF CONTRACTOR OR CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF THIRD PARTY CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE DEATH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR ARISING FROM OR RELATED TO THIS AGREEMENT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

16. PAYMENT: All payments are due net thirty (30) days in full from the date of invoice, unless otherwise mutually agreed upon in writing. Customer shall be invoiced for, and shall pay for, all Service not expressly provided for by the terms, such as site calls involving no-fault found inspections where no corrective maintenance was required. Contractor reserves the right to refuse to provide any further Service until all due payments have been received. In the event of an early termination: i) Customer is liable for any Service performed prior to the effective date of termination; and (ii) Contractor, at its discretion, will provide a credit against any advance payments received as follows: a) for fixed-rate Agreements, a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or b) for any new work outside of the Services provided in this Agreement, an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by Contractor prior to the effective date of early termination, or c) for pre-paid multi-year contracts if Customer terminates the Agreement partway through the Agreement term, Customer will be entitled to a refund of the unused portion of the contract MINUS the applied discount for the pre-payment.

17. TAX: Contractor's price is exclusive of any applicable tax. All orders will be subject to applicable sales tax unless a current tax exemption certificate is on file with Contractor covering the state where Covered Equipment under this Agreement is located.

18. PARTS: Unless otherwise agreed to by the parties in writing, all parts removed for replacement shall be Contractor's property. Parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.

19. FORCE MAJEURE: Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

20. CHOICE OF LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, or in the jurisdiction where the Service has been performed.

21. MODIFICATION OR WAIVER: The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties and waiver by Contractor or Customer of any provision in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision.

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Time and Material Service Rate Schedule Attachment X-1

The following rate schedule applies to all services rendered on non-contracted and non-warranty equipment and to all services performed on contracted equipment where the service performed is outside the scope of the contracted coverage. Labor rates are based on the actual time of delivery. Specific contract customers may be eligible for discounts on time and material charges.

Portal to Portal Labor per Hour (On-site and Travel Time)

Mon. – Fri., Business Hours (8AM – 5PM):	\$330
Mon. – Fri., After Business Hours (5PM – 8AM):	\$424
Weekends and Holidays (Saturday 12:01AM – Sunday Midnight):	\$526
WA State Electrician Adder Per Hour for On-Site Work Done in State of Washington	\$180

Minimum Labor Billing (minimum value range equal to above rates x hourly min.)

Equipment below 200kVA, Five day or less response (4 hour min.):	\$1,311 to \$2,098
Equipment 200kVA and above or Multi Module, Five day or less response (6 hour min.):	\$1,967 to \$3,148
Equipment 200kVA and above or Multi Module, Two day or less response (8 hour min.):	\$2,622 to \$4,197

Travel & Living Expenses

Transportation:	Automobile mileage included in labor rates
All others (air fare, car rental, tolls, etc.):	Actual
Lodging & Meals:	Actual

Calculation of Labor and Mileage Charges:

Portal to Portal (travel labor and mileage)

Materials/Spare Parts:

Minimum billing:	Current List Price \$180 Domestic, \$418 International
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Parts Expedite Fees

Mon. – Fri., Business Hours (8AM – 5PM):	\$180
Mon. – Fri., After Business Hours (5PM – 8AM):	\$393
Weekends and Holidays:	\$625

Freight Expense

Freight – FOB Factory:	\$119 Minimum
Same Day Delivery:	\$299 plus freight

Depot Repair Labor:

Minimum Billing:	\$180 per hour \$180
Expediting Fee:	\$149

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Customers should be advised that offshore and marine T&M requests may incur a minimum 18-hour daily labor charge when CSE's are unable to return due to customer restrictions (i.e., remote offshore locations with no commercial travel, or onboard a ship that has left port, etc.).

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Attachment X-1 Time and Material Rate Schedule

Time and Material Service Rate Schedule

Attachment X-1



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The following rate schedule applies to all services rendered on non-contracted and non-warranty equipment and to all services performed on contracted equipment where the service performed is outside the scope of the contracted coverage. Labor rates are based on the actual time of delivery. Specific contract customers may be eligible for discounts on time and material charges.

Portal to Portal Labor per Hour (On-site and Travel Time)

Mon. – Fri., Business Hours (8AM – 5PM)	\$350
Mon. – Fri., After Business Hours (5PM – 8AM)	\$449
Weekends and Holidays (Saturday 12:01AM – Sunday Midnight)	\$558
WA State Electrician Adder Per Hour for On-Site Work Done in State of Washington	\$191

Minimum Labor Billing

* minimum value range equal to above rates x hourly minimum

Equipment below 200kVA, Five day or less response (4 hour min.)	\$1,390 to \$2,224
Equipment 200kVA and above or Multi Module, Five day or less response (6 hour min.)	\$2,085 to \$3,337
Equipment 200kVA and above or Multi Module, Two day or less response (8 hour min.)	\$2,779 to \$4,449

Travel & Living Expenses

Transportation	Mileage included in labor rates
All others (air fare, car rental, tolls, etc.)	Actual
Lodging & Meals	Actual

Calculation of Labor and Mileage Charges: Portal to Portal (travel labor and mileage)

Materials/Spare Parts:

Materials/Spare Parts	Current List Price
Minimum billing	\$191 Domestic, \$443 International

Parts Expedite Fees

Mon. – Fri., Business Hours (8AM – 5PM)	\$191
Mon. – Fri., After Business Hours (5PM – 8AM)	\$417
Weekends and Holidays	\$663

Freight Expense

Freight – FOB Factory	\$126 Minimum
Same Day Delivery	\$317 plus freight

Depot Repair Labor

Depot Repair Labor	\$191 per hour
Minimum Billing	\$191
Expediting Fee	\$158

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Customers should be advised that offshore and marine T&M requests may incur a minimum 18-hour daily labor charge when CSE's are unable to return due to customer restrictions (i.e., remote offshore locations with no commercial travel, or onboard a ship that has left port, etc.).



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Electronics (UPS Power Module, DC, PDU, Flywheel) Preventive Maintenance

Scope of Work

Attachment R-2

This scope of work is shared by the following power quality equipment types: **Eaton UPS, Eaton PDU/PDR/RPP/STS, Eaton DC, Vycon Flywheel and Non-Eaton equipment (MVS)**. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required.

The following is an outline of general checks performed during an Eaton® Preventive Maintenance of the Eaton UPS Power Module normally performed by Eaton field service personnel. All checks are designed to be performed during off line operation, in the bypass mode. All checks or processes may not be applicable to all equipment types or models.

1. Visual Inspection

- a. Inspect all printed circuit board connections for cleanliness, swab contacts if necessary.
- b. Inspect all power connections for signs of overheating
- c. Inspect all subassemblies, bridges and legs for signs of component defects or stress
- d. Inspect all DC capacitors for signs of leakage
- e. Inspect all AC capacitors for signs of leakage
- f. Inspect and inventory all customer-owned spare parts
- g. Inspect for, and perform as required, any open engineering changes
- h. If work is completed under a PowerTrust™ Ultra contract, inspect battery monitoring system

2. Internal Operating Parameters

- a. DC Ground Detection Offset (if applicable)
- b. Inverter leg current average balance (if applicable)
- c. Output filter current average phase balance
- d. Rectifier bridge current average leg balance
- e. AC Protection settings are checked
- f. DC Protection settings are checked
- g. Input and Output Frequency and Voltage Bandwidth settings are checked
- h. Verify DC filter capacitance
- i. Verify AC tank and trap filter capacitance
- j. Power Supply voltages and waveforms
- k. Update firmware as necessary with customer approval (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
- l. Evaluate Field Service Bulletins (FSBs) for potential updates (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)

3. External Operating Parameters

- a. System Input Voltages (all phases)
- b. System Input Currents (all phases)
- c. DC Charging Voltages (float and equalize), record settings, adjust to nominal
- d. Rectifier phase on and walk up
- e. Inverter phase on and walk up



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- f. Adjust all panel meters to measured values
- g. System Bypass Voltages (all phases)
- h. Manual and UV Transfer Testing, verify uninterrupted transfer waveform (if applicable)
- i. Outage simulation, and battery capability testing, and verify charger current limit
- j. Generator operation and interface verification (if applicable)

4. Environmental Parameters

- a. UPS area ambient temperature and condition of ventilating equipment
- b. General Cleanliness of UPS Power Module
- c. General Cleanliness of UPS area
- d. Replace air filters as applicable and necessary (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
- e. Clean outside of UPS including control panel/CRT screen
- f. Flywheel only: Drain oil and change oil and filters **NOTE: One (1) oil and filter change per year.**

5. Battery Cabinet Checks

- a. General appearance of Battery System (all types)
- b. General cleanliness of Battery System area (all types)
- c. Inspect cells for physical abnormalities
- d. Inspect all DC connections for abnormalities
- e. Battery System area ambient temperature and condition of ventilating equipment
- f. For internal batteries only measure and record:
 - i. Overall battery float voltage
 - ii. Charger output current and voltage
 - iii. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier
 - iv. Momentary load testing of cells < 100 watts (e.g. 9E, 9x55, not 9330)

6. Monitoring System Parameters

- a. Alarm archive review and printing
- b. Alarm lamp test-local and remote (if applicable)
- c. Replace all open monitor bulbs
- d. If work is completed under a PowerTrust Ultra contract, inspect battery monitoring system
- e. Review Battery Test in history (if applicable)

7. General

- a. Customer Consultation
- b. Verbal Recommendations
- c. General Observations

Following the Preventive Maintenance inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

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Eaton Valve Regulated (Sealed) Battery System Preventive Maintenance Scope of Work Attachment R-5

Battery Maintenance of Battery Equipment includes, and is expressly limited to, those tasks set forth below based on IEEE 1188. Due to the size and type of battery, testing and work procedures vary between battery jars above and below 100 watts per battery; work procedures may vary by UPS and battery type and may be limited by safety requirements. All additional work will be billable at the applicable rates per Attachment X-1.

Performed During Each Preventive Maintenance Visit¹:		Below 100W/Jar	100W+/Jar
A. Measure and Record the following:			
1. Individual cell/battery float voltages and overall float voltage		Yes	Yes
2. Charger output current and voltage		Yes	Yes
3. AC ripple current and voltage imposed on the battery		Yes	Yes
4. Internal ohmic values of each cell/battery or perform a continuity test of each cell/battery		No	Yes
5. Connection Resistance of 100% of the inter cell/battery connection		No	Yes
6. Ambient temperature and ventilation status		Yes	Yes
7. Negative terminal temperature of all cells/batteries		No	Yes
B. Visually inspect conditions and appearance of the following:			
1. Connection terminals inter cell/battery connectors, cables and associated hardware		Yes	Yes
2. Cell/battery covers, containers, and post seals		Yes	Yes
3. Battery racks or cabinets and associated components and hardware for structural integrity		Yes	Yes
4. Inspect cleanliness / corrosion of batteries, cabinet, rack and area		Yes	Yes
5. Battery monitoring equipment (if present)		Yes	Yes
6. Cell/battery jar or cover, noting any excessive distortion		Yes	Yes
C. Perform cleaning of all accessible surfaces as required		Yes	Yes
D. Performed Once Per Calendar Year:			
The yearly maintenance procedure should include all of the above with the addition of the following:			
1. Measure and record the connection resistance of 100% of the inter cell/battery connections.		No	Yes
2. Refurbish and re-torque any connection where the resistance is above 20% of the average.		No	Yes
E. Reporting Each Preventive Maintenance Visit:			
1. The technician(s) will issue the customer a verbal report summarizing the condition of the battery and identifying any critical issues before leaving the customer's site.		Yes	Yes
2. A detailed report containing all readings and observations will be sent to the customer within five business days.		No	Yes

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Eaton UPS Flex Onsite Service Parts and Labor Coverage Scope of Work Attachment R-30

This scope of work is shared by the power quality equipment types listed in the below table. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required. All checks or processes may not be applicable to all equipment types or models.

Equipment Type	Electronics Corrective Maintenance Coverage	Battery Corrective Maintenance Coverage	Tech Support
Eaton 3 Phase UPS	Yes	No	Yes
Eaton 1 Phase UPS	Yes	Yes	Yes
Eaton DC	Yes	No	Yes
Eaton PDU/PDR/RPP/STS	Yes	No	Yes
Flywheel	Yes	No	Yes
Non Eaton equipment (MVS)	Yes	No	Yes

If optionally purchased by Customer within the first three (3) years of a Eaton® 3 Phase UPS installation date (first startup) OR,

If optionally purchased by Customer in conjunction with one or more annual on-site UPS Power Module Preventive Maintenance SOW R-2 of the same duration, Contractor will provide:

Electronics Corrective Maintenance Coverage: Inspection and repair of the electronic portion of the UPS (or other equipment type), or "Power Module" shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Power Module, travel expenses, all necessary parts replacement, adjustments and repairs. If the Purchaser maintains Eaton spare parts at the maintenance site, Contractor may, at its option, use those spare parts in the performance of Corrective Maintenance and shall replace the spare parts, which it so uses, at no cost to the Purchaser. **Exclusions:** certain wear parts are excluded from electronics corrective coverage including batteries and full capacitor and full fan replacements. All Corrective Maintenance to Battery System, if any, will be in accordance with battery manufacturers' warranty or separate agreement, if any. For Flywheel coverage: any failure due to lack of recommended bearing replacement, vacuum pump replacement (or "major maintenance" per manufacturer recommendation) will not be included under corrective maintenance coverage and will be billable at current time and material rates. Eaton 9390 and 9395 UPS models have a special policy on capacitor replacements: DC link electrolytic capacitors are eligible for inspection and repair at no extra charge (excludes AC input/output oil filled and DC oil filled battery capacitors). In the 9390 and 9395 models, only the AC input/output oil filled and DC oil filled battery capacitors will be recommended for replacement cycles (expected useful life of (7) years).



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1. **Battery Corrective Maintenance Coverage (Limited to 1 Phase UPS Models and BladeUPS):** Inspection and repair of the internal battery portion of the UPS (or other equipment type), or "Internal Battery" shall be performed as needed during the contracted period of maintenance at no extra charge to Purchaser. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Internal Battery, travel expenses, all necessary parts replacement, adjustments and repairs. External battery coverage, if applicable, must be purchased separately if external batteries or battery cabinets exist.
2. **7x24 Technical Support:** technical support via telephone or email to Contractor shall be available to answer product or support questions.

The Purchaser shall, from the commencement date of the Service Agreement, maintain the UPS Power Module in accordance with the published operating specifications for the Power Module at the time of purchase. The Purchaser shall, unless otherwise specified in the Service Agreement, maintain the Battery System in strict accordance with the Battery System manufacturer's recommended maintenance guidelines.

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

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IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

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

July 5, 2022

VIA E-MAIL AND REGULAR MAIL

Ms. Stacy Roberts
Market Manager/INdigital
1616 Directors Row
Fort Wayne, IN 46808
sroberts@indigital.net

Re: INdigital Contract

Dear Ms. Roberts:


Thank you for your e-mail of June 30, 2022, with the changes I requested in the above-mentioned Contract.

I am by copy of this advising our County Administrator and Clerk, Hon. Gary Knowles that the said Contract is ready to be brought before the Board.

If you have a question, please let me know.

Hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

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

ORIGINAL**9-1-1 SERVICES AND
SOFTWARE LICENSE AGREEMENT**

This 9-1-1 Services and Software License Agreement (this "**Agreement**"), together with any other documents incorporated into this Agreement by reference (including all Exhibits to this Agreement, including the General Terms and Conditions of Software License, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, attachments, and appendices.

Any capitalized terms used, but not defined, below will have the meanings ascribed to them in the General Terms and Conditions of Software License attached to this Agreement as Exhibit A and incorporated into this Agreement by reference in their entirety.

1. Purpose

Grant of a *non-exclusive, non-sub licensable and non-transferable*, limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer's emergency telephone system in the Territory.

Type of Agreement/Document

☒ Original Agreement

☐ Amendment

2. Parties/Notices:**INdigital:**

Communications Venture Corporation (d/b/a INdigital)
("INdigital")

1616 Directors Row
Fort Wayne, IN 46808
Fax: (260) 469-4329
E-mail: contracts@indigital.net
Attention: Contract Administration

Customer:

Taylor County ("**Customer**" and together with INdigital, the "**Parties**", and, each, individually, a "**Party**")

Address: 591 US Highway 27
Perry, FL 323

Phone: 850-838-1104
E-mail: katie.morrison@taylorsheriff.org
Contact Person: Katie Morrison

3. Effective Date

_____ ("**Effective Date**").

4. Software

Software listed and described in Exhibit C attached to, and incorporated by reference into, this Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.

5. Territory

Taylor County, Florida ("**Territory**").

6. Permitted Use

Use of the Software by Customer for the purpose of operating an emergency telephone system in the Territory ("**Permitted Use**").

ORIGINAL

7. Installation

INDigital will deliver and install one copy of the Software to Customer.

8. Maintenance Releases

During the Term, INDigital will provide Customer with all Maintenance Releases that INDigital may make generally available to its licensees at no additional charge.

9. License Fee

Fee: See Exhibit D attached to, and incorporated by reference into, this Agreement. If the Term is renewed, Customer will pay the then-current standard license fees that INDigital charges for the Software.

10. Additional Charges

See Exhibit D attached to, and incorporated by reference into, this Agreement for a exhibit of additional charges, if any, for installation, training, and acceptance testing services. Customer will also reimburse INDigital for out-of-pocket expenses incurred by it in connection with performing such additional services.

11. Term

Initial Term: From Effective Date until five (5)-year anniversary of such date unless terminated earlier pursuant to any of the Agreement's express provisions.

Renewal Terms: This Agreement will automatically renew for additional successive 12-month terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

12. Exhibits

- ☒ **Exhibit A – General Terms and Conditions of Software License** (attached to, made part of, and incorporated in its entirety by reference into, this Agreement).
- ☒ **Exhibit B – Designated Sites**
- ☒ **Exhibit C – Software/Services Description**
- ☒ **Exhibit D – Payment and Fees**

13. Other Agreements between Parties

- ☐ **Equipment Purchase and Sale Agreement**
- ☐ **Support and Maintenance Agreement**

14. Representative

Name: Stacy Roberts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Taylor County
CUSTOMER:

Thomas Dempsey

Thomas Dempsey

Name: Chair

Title:

Date: 7.11.2022

INDIGITAL:

COMMUNICATION VENTURE CORPORATION (D/B/A
INDIGITAL)

DocuSigned by:

Jeff Humbarger

Name: Jeff Humbarger

Title: CFO

Date:

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

These General Terms and Conditions for INdigital's 9-1-1 Services and Software License Agreement (the "Terms") supplement the related specific 9-1-1 Services and Software License Agreement (together with these Terms, the "Agreement") between you ("you" or "Customer") and Communications Venture Corporation (d/b/a INdigital), an Indiana corporation ("INdigital"), for the grant by INdigital to you of a license to certain software specified in the Agreement. These Terms will be deemed to be a part of and are hereby incorporated by reference into the Agreement.

These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services, software license, equipment or other products or goods to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

INdigital and you may each individually be referred to as a "Party" and collectively as the "Parties".

1. DEFINITIONS. Capitalized terms used in the Agreement (including these Terms) have the meanings set forth or referred to in this Section 1:

- 1.1. "Acceptance Testing" has the meaning set forth in Section 4 of these Terms.
- 1.2. "Action" has the meaning set forth in Section 8.2(d) of these Terms.
- 1.3. "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including these Terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- 1.4. "Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Fort Wayne, Indiana are authorized or required by Law to be closed for business.
- 1.5. "Confidential Information" has the meaning set forth in Section 5.1 of these Terms.
- 1.6. "Controlled Technology" means any software, documentation, technology or other technical data, or any products that

include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited or requires an export license or other governmental approval, under any Law, including the US Export Administration Act and its associated regulations.

- 1.7. "Customer" has the meaning set forth in the preamble to these Terms.
- 1.8. "Designated Sites" means any of Customer's facilities set forth in Exhibit B attached to, and incorporated by reference into, the Agreement.
- 1.9. "Disclosing Party" has the meaning set forth in Section 5.1 of these Terms.
- 1.10. "Documentation" means any and all manuals, instructions and other documents and materials that INdigital and/or any third-party provides or makes available to Customer in any form or medium which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.
- 1.11. "Effective Date" has the meaning set forth in Section 3 of the Agreement.
- 1.12. "Force Majeure Event" has the meaning set forth in Section 14.1 of these Terms.
- 1.13. "Indemnatee" has the meaning set forth in Section 11.3 of these Terms.
- 1.14. "Indemnitor" has the meaning set forth in Section 11.3 of these Terms.
- 1.15. "INdigital" has the meaning set forth in the preamble to these Terms.
- 1.16. "INdigital Indemnatee" has the meaning set forth in Section 11.2 of these Terms.
- 1.17. "Initial Term" has the meaning set forth in Section 9.1 of these Terms.
- 1.18. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database

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- protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.19. "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.
- 1.20. "Loss" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers.
- 1.21. "Maintenance Release" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that INdigital and/or any third party may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.
- 1.22. "New Version" means any new version of the Software may from time to time be introduced and marketed generally as a distinct licensed product (as may be indicated by INdigital's and/or a third party's designation of a new version number), and which INdigital and/or a third party may make available to Customer at an additional cost under a separate written agreement.
- 1.23. "Parties" has the meaning set forth in the preamble to these Terms.
- 1.24. "Party" has the meaning set forth in the preamble to these Terms.
- 1.25. "Payment Failure" has the meaning set forth in Section 9.3(a) of these Terms.
- 1.26. "Permitted Use" has the meaning set forth in Section 6 of the Agreement.
- 1.27. "Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.
- 1.28. "Receiving Party" has the meaning set forth in Section 5.1 of these Terms.
- 1.29. "Renewal Term" has the meaning set forth in Section 9.2 of these Terms.
- 1.30. "Representatives" means, with respect to a Party, that Party's employees, officers, directors, consultants, agents, independent contractors, service providers, sub licensees, subcontractors and legal advisors.
- 1.31. "Software" means the software listed in Exhibit C attached to, and incorporated by reference into, the Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.
- 1.32. "Term" has the meaning set forth in Section 9.2 of these Terms.
- 1.33. "Territory" has the meaning set forth in Section 5 of the Agreement.
- 1.34. "Third-Party Materials" means materials and information, in any form or medium, that are not proprietary to INdigital, including any third-party: (a) documents, data, content or specifications; (b) software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.
- 1.35. "Warranty Period" has the meaning set forth in Section 10.2 of these Terms.
- 2. LICENSE.**
- 2.1. License Grant.** Subject to the terms and conditions of the Agreement (including these Terms) and INdigital's rights under any third-party agreements relating to the Software, and conditioned on Customer's and its Affiliates' and Representatives' compliance therewith, INdigital hereby grants to Customer a non-exclusive, non-sub licensable and non-transferable, limited license and sublicense (to the extent allowed by any third-party agreements) to use the Software and Documentation solely for the

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Permitted Use in the Territory during the Term.

2.2. Scope of Licensed Access and Use. Customer may use and run one copy of the Software on Customer's network at any of the Designated Site(s). The total number of Designated Site(s) shall not exceed the number set forth under the Agreement (including these Terms), except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable under the Agreement.

3. **USE RESTRICTIONS.** Except as the Agreement (including these Terms) expressly permits, Customer shall not, and shall not permit any other Person to:

- (a) copy the Software, in whole or in part;
- (b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (d) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
- (e) bypass or breach any security device or protection used for or contained in the Software or Documentation;
- (f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software or Documentation;
- (g) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law;
- (h) use the Software for purposes of:
 - (i) benchmarking or competitive analysis of the Software;
 - (ii) developing, using or providing a competing software product or service; or
 - (iii) any other purpose that is to INdigital's detriment or commercial disadvantage;
- (i) use the Software in or in connection with

the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage; or

- (j) use the Software or Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by the Agreement (including these Terms).

4. **DELIVERY AND INSTALLATION.** INdigital shall deliver and install one copy of the Software to Customer. Risk of loss of any tangible media on which the Software is delivered shall pass to Customer on delivery.

4.1. Acceptance. Customer will test whether the Software operates in accordance with the Documentation ("Acceptance Testing") pursuant to the terms of this Section 4. Upon completion of the Software installation, Customer shall have fourteen (14) days to test the Software and notify INdigital in writing of any defect or deficiency. If the initial Acceptance Testing fails, INdigital shall, within fifteen (15) days of the Acceptance Testing and at its cost, correct the errors so disclosed and Customer may repeat the Acceptance Testing. If the subsequent Acceptance Testing fails, and such failure does not arise from or relate to any failure or defect of Customer's or any third-party's product, service, hardware, software, system or network, INdigital shall, within fifteen (15) days of the subsequent Acceptance Testing, at its cost, correct the errors so disclosed and Customer may again repeat the Acceptance Testing. If the subsequent Acceptance Testing fails two (2) or more times, Customer may terminate the Agreement (including these Terms) on written notice to INdigital. On termination, INdigital shall refund all license fees paid by Customer under the Agreement (including these Terms) within thirty (30) days of receipt of such notice, and such refund shall be Customer's sole and exclusive remedy for any unresolved Acceptance Testing failures. In any event, Customer shall be deemed to have accepted the Software if: (a) the Acceptance Testing is certified by Customer to be successful; or (b) Customer commences operational use of the Software.

1.1. MAINTENANCE AND SUPPORT. During the Term, INdigital: (i) will use commercially reasonable efforts to resolve any Incidents reported by Customer; (ii) may provide training services to Customer on Customer's request, at INdigital's standard hourly

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rates then in effect, and the terms and conditions of the Agreement (including these Terms) will govern the provision of any training services delivered by INdigital to Customer; and (iii) will provide Customer with all Maintenance Releases under the terms and conditions set forth in the Software License Agreement. INdigital has the sole right to determine, in its discretion: (a) what constitutes an Incident; and (b) when an Incident is deemed to be resolved. An "Incident", as used herein and throughout these Terms, means a support request that begins when Customer contacts INdigital to report a specific Error and ends when INdigital either: (a) resolves the Error; or (b) determines in its sole and absolute discretion that the Error cannot be resolved. INdigital will use commercially reasonable efforts to resolve an Incident, but does not guarantee that any Incident will be resolved.

As set forth above, during the Term, INdigital will provide Customer with all Maintenance Releases (including updated Documentation) that INdigital may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, being provided by INdigital to Customer under the Agreement, are deemed Software subject to all applicable terms and conditions in the Agreement (including these Terms). As part of the support and maintenance to be provided by INdigital to Customer, Customer will install all Maintenance Releases as soon as practicable after receipt. Customer does not have any right under the Agreement to receive any New Versions of the Software that INdigital or any third-party software provider may, in its sole discretion, release from time to time. Customer may license any New Version at INdigital's then-current list price and subject to a separate license agreement, provided that Customer is in compliance with the terms and conditions of the Agreement (including these Terms).

5. CONFIDENTIALITY.

5.1. Confidential Information. In connection with the Agreement each Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") Confidential Information. Subject to Section 5.2 of these Terms, "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise

identified as "confidential". Without limiting the foregoing: (a) the Software and Documentation are the Confidential Information of INdigital; and (b) the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital.

5.2. Exclusions and Exceptions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

5.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);
- (b) except as may be permitted under the terms and conditions of Section 6.4 of these Terms, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;
- (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event

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less than a reasonable degree of care;

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 5.

Notwithstanding any other provisions of the Agreement (including these Terms), the Receiving Party's obligations under this Section 5 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

5.4. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.3 of these Terms; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

5.5. Return; Destruction. Confidential Information will remain the property of the Disclosing Party and will, at the Disclosing Party's request and after it is no longer needed for the purposes of the Agreement (including these Terms) or upon expiration or termination of the Agreement (including these Terms) for any reason, whichever occurs first, promptly be returned to the Disclosing Party or be destroyed, together with all copies made by the Receiving Party

and by anyone to whom such Confidential Information has been made available by the Receiving Party in accordance with the provisions of this section.

6. FEES AND PAYMENT.

6.1. License Fees. In consideration of the rights granted to Customer under the Agreement (including these Terms), Customer shall pay to INdigital the license fees set forth in Exhibit D (attached to, and incorporated by reference into, the Agreement) in accordance with that exhibit and the terms of this Section 7. If the Term is renewed for any Renewal Term(s) pursuant to Section 9.2 of these Terms, Customer shall pay the then-current standard license fees that INdigital charges for the Software during the applicable Renewal Term.

6.2. Additional Fees and Expenses. In consideration of INdigital providing installation, support and maintenance, training, and other ancillary services under the Agreement (including these Terms), Customer shall pay to INdigital the fees set forth in Exhibit D attached to, and incorporated by reference into, the Agreement, and shall reimburse INdigital for out-of-pocket expenses incurred by INdigital in connection with performing these services, in accordance with that exhibit and the terms of this Section 6.

6.3. Taxes. All license fees and other amounts payable by Customer under the Agreement (including these Terms) are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on INdigital's income.

6.4. Payment. Customer shall pay all amounts due and owing under the Agreement (including these Terms) within thirty 30 days after the date of INdigital's invoice therefor. Customer shall make all payments under the Agreement in US dollars by wire transfer or check to the address or account specified in Exhibit D attached to, and incorporated by reference into, the Agreement or such other address or account as INdigital may specify in writing from time to time.

6.5. Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available to INdigital:

(a) Customer shall reimburse INdigital for all reasonable costs incurred by INdigital in collecting any late payment of amounts due, including attorneys' fees, court costs and

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collection agency fees; and

(b) if such failure continues for fifteen (15) days following written notice thereof, INdigital may: (i) disable Customer's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license and/or sublicense under the Agreement; and/or (iii) terminate the Agreement (including these Terms) under Section 9.3(a) or Section 9.3(b) of these Terms, as applicable.

6.6. No Deductions or Setoffs. All amounts payable to INdigital under the Agreement (including these Terms) shall be paid by Customer to INdigital in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

7. **SECURITY MEASURES.** The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Customer acknowledges and agrees that: (a) INdigital may use these and other lawful measures to verify Customer's compliance with the terms of the Agreement (including these Terms) and enforce INdigital's rights, including all Intellectual Property Rights, in and to the Software; (b) INdigital may deny any individual access to and/or use of the Software if INdigital, in its sole reasonable discretion, believes that Person's use of the Software would violate any provision of the Agreement (including these Terms); and (c) INdigital and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Customer's computers, systems and software, that INdigital may gather periodically to improve the performance of the Software or develop Maintenance Releases. This information will be treated in accordance with INdigital's privacy policy, as amended from time to time.

8. **INTELLECTUAL PROPERTY RIGHTS.**

8.1. **Intellectual Property Ownership.** Customer acknowledges and agrees that:

(a) the Software and Documentation are licensed or sublicensed and not sold to Customer by INdigital and Customer does not and will not have or acquire under or in connection with the Agreement (including these Terms) any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights;

(b) INdigital and its licensor(s) are and will

remain the sole and exclusive owners of all right, title and interest in and to the Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the limited license granted to Customer under the Agreement; and

(c) Customer hereby unconditionally and irrevocably assigns to INdigital or INdigital's designee, Customer's entire right, title and interest in and to any Intellectual Property Rights that Customer may now or hereafter have in or relating to the Software or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

8.2. **Customer Cooperation and Notice of Infringement.** Customer shall, during the Term:

(a) take all reasonable measures to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;

(b) at INdigital's expense, take all such steps as INdigital may reasonably require to assist INdigital in maintaining the validity, enforceability and INdigital's ownership of the Intellectual Property Rights in the Software and Documentation;

(c) promptly notify INdigital in writing if Customer becomes aware of:

(i). any actual or suspected infringement, misappropriation or other violation of INdigital's Intellectual Property Rights in or relating to the Software or Documentation; or

(ii). any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and

(d) fully cooperate with and assist INdigital in all reasonable ways in the conduct of any claim, suit, action or proceeding (each, an "Action") by INdigital to prevent or abate any actual or threatened infringement, misappropriation or violation of INdigital's rights in, and to attempt to resolve any claims relating to, the Software or Documentation.

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8.3. No Implied Rights. Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement (including these Terms) grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Software or Documentation.

9. TERM AND TERMINATION.

9.1. Initial Term. The initial term of the Agreement commences as of the Effective Date and will continue in effect until such time as specified in Section 10 of the Agreement, unless terminated earlier pursuant to any of the Agreement's express provisions (the "Initial Term").

9.2. Renewal Term. The Agreement will automatically renew for additional successive terms specified in Section 10 of the Agreement unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each, a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

9.3. Termination. The Agreement may be terminated at any time:

- (a) by INdigital, effective on written notice to Customer, if Customer fails to pay any amount when due under the Agreement (including these Terms), where such failure continues more than fifteen (15) days after INdigital's delivery of written notice thereof ("Payment Failure");
- (b) by INdigital, immediately on written notice to Customer if any two or more Payment Failures occur in any 12-month period;
- (c) by either Party, effective on written notice to the other Party, if the other Party materially breaches the Agreement (including these Terms) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach (except in the case of a Payment Failure, which shall be governed by Section 9.3(a) of these Terms);
- (d) by INdigital, effective immediately, if the Customer: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or

foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property;

- (e) by INdigital, upon notice to Customer, if Customer is in breach of any other agreement between the Parties and such breach is not cured pursuant to the terms of such agreement.

9.4. Effect of Termination or Expiration. On the expiration or earlier termination of the Agreement:

- (a) all rights, licenses and authorizations granted to Customer under the Agreement will immediately terminate and Customer shall:

- (i). immediately cease all use of and other activities with respect to the Software and Documentation other than those described in Section 9.4(a)(ii) of these Terms;

- (ii). within sixty (60) days deliver to INdigital, or at INdigital's written request destroy, and permanently erase from all devices and systems Customer directly or indirectly controls, the Software, the Documentation and INdigital's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials;

- (iii). certify to INdigital in a signed written instrument that it has complied with the requirements of this Section 9.4; and

- (b) all amounts payable by Customer to INdigital of any kind under the Agreement (including these Terms) are immediately payable and due no later than thirty (30) days after the effective date of the expiration or INdigital's termination of the Agreement.

9.5. Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these Terms) that, by its nature, should survive termination or expiration of the Agreement (including these Terms), will survive any expiration or termination of the Agreement: this Section 9.5 of these Terms, Section 1 of these Terms (Definitions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights), Section 10 of these Terms (Representations and Warranties), for

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clarity, including Section 10.7 of these Terms (Disclaimer), Section 11 of these Terms (Indemnification), Section 12 of these Terms (Limitations of Liability), and Section 15 of these Terms (Miscellaneous).

10. REPRESENTATIONS AND WARRANTIES.

10.1. Mutual Representations and Warranties. Each Party represents, warrants and covenants to the other Party that:

- (a) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under the Agreement (including these Terms);
- (b) the execution of the Agreement by its representative whose signature is set forth at the end of the Agreement has been duly authorized by all necessary action of such Party; and
- (c) when executed and delivered by both Parties, the Agreement (including these Terms) will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2. Limited Warranty. Subject to the limitations and conditions set forth in Section 10.3 of these Terms and Section 10.4 of these Terms, INdigital warrants to Customer that for a period of 90 days from the **Effective Date** (the "**Warranty Period**"), the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with the Agreement (including these Terms).

10.3. Customer Requirements. The limited warranty set forth in Section 10.2 of these Terms applies only if Customer: (a) notifies INdigital in writing of the warranty breach before the expiration of the Warranty Period; (b) has promptly installed all Maintenance Releases to the Software that INdigital previously made available to Customer; and (c) as of the date of notification, is in compliance with all terms and conditions of the Agreement (including these Terms) (including the payment of all license fees then due and owing).

10.4. Exceptions. Notwithstanding any provisions to the contrary in the Agreement (including these Terms), the limited warranty set forth in Section 10.2 of these Terms does not apply to problems arising out of or relating to:

- (a) Software, or the media on which it is

provided, that is modified or damaged by Customer or its Representatives;

- (b) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;

- (c) Customer's or any third party's negligence, abuse, misapplication or misuse of the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by INdigital in writing;

- (d) Customer's failure to promptly install all Maintenance Releases that INdigital has previously made available to Customer;

- (e) the operation of, or access to, Customer's or a third party's system or network;

- (f) any beta software, software that INdigital makes available for testing or demonstration purposes, temporary software modules or software for which INdigital does not receive a license fee;

- (g) Customer's material breach of any provision of the Agreement (including these Terms);

- (h) any other circumstances or causes outside of the reasonable control of INdigital (including abnormal physical or electrical stress); or

- (i) any failure or interruption of any electrical power, or any accident or cause external to the Software, including, but not limited to, problems or malfunctions related to Customer's network, database, third party software products, workstation configurations, Customer's hardware, operator error, or Customer's negligence or willful misconduct.

10.5. Remedial Efforts. If INdigital breaches, or is alleged to have breached, the limited warranty set forth in Section 10.2 of these Terms, INdigital may, at its sole option and expense, take any of the following steps to remedy such breach:

- (a) replace any damaged or defective media on which INdigital supplied the Software;
- (b) amend, supplement or replace any

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incomplete or inaccurate Documentation;

- (c) repair the Software;
- (d) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software); and/or
- (e) terminate the Agreement and, provided that Customer fully complies with all of its post-termination obligations as set forth in Section 9.4 of these Terms, promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

10.6. Sole Remedy. If INdigital does not cure a warranty breach or terminate the Agreement as provided in Section 10.5 of these Terms within a reasonable period of time after INdigital's receipt of written notice of such breach, Customer shall have the right to terminate the Agreement as provided in Section 9.3(c) of these Terms. Provided that Customer fully complies with its post-termination obligations as set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

10.7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 10.2 OF THESE TERMS, ALL SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY INDIGITAL ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY OTHER INDIGITAL OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT

INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-THIRD-PARTY MATERIALS.

11. INDEMNIFICATION.

11.1. INDigital Indemnification. INdigital shall indemnify, defend and hold harmless Customer from and against any and all Losses incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate) to the extent that such Losses arise from any allegation in such Action that the Software, or any use of the Software, in the Territory in accordance with the Agreement (including these Terms) (including the Documentation) infringes any U.S. Intellectual Property Right in the U.S. The foregoing obligation does not apply to the extent that such Action or Losses arise from any allegation of or relating to any:

- (a) Third-Party Materials;
- (b) patent issued on a patent application published after the Effective Date;
- (c) incorporation by the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by INdigital or specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;
- (d) modification of the Software other than:
 - (i) by INdigital or its authorized contractor in connection with the Agreement (including these Terms); or
 - (ii) with INdigital's express written authorization and in strict accordance with INdigital's written directions and specifications;
- (e) failure to timely implement any Maintenance Release, modification, update or replacement of the Software made available to Customer by INdigital;
- (f) use of the Software after INdigital's notice to Customer of such activity's alleged or

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actual infringement, misappropriation or other violation of a third party's rights;

(g) negligence, abuse, misapplication or misuse of the Software or Documentation by or on behalf of Customer, Customer's Representatives or a third party;

(h) use of the Software or Documentation by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or in any manner contrary to INdigital's instructions;

(i) events or circumstances outside of INdigital's commercially reasonable control (including any third-party hardware, software or system bugs, defects or malfunctions); or

(j) Action or Losses for which Customer is obligated to indemnify INdigital pursuant to Section 11.2 of these Terms.

11.2. Customer Indemnification. Customer shall indemnify, defend and hold harmless INdigital and its Affiliates, officers, directors, employees, agents, subcontractors, successors and assigns (each, including INdigital, an "INdigital Indemnitee") from and against any and all Losses incurred by the INdigital Indemnitee in connection with any Action by a third party (other than an Affiliate of a INdigital Indemnitee) to the extent that such Losses arise out of or relate to any allegation:

(a) that any Intellectual Property Right or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any:

(i). use or combination of the Software by or on behalf of Customer or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by INdigital nor authorized by INdigital in the Agreement (including these Terms) and the Documentation or otherwise in writing; and

(ii). information, materials or technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used with, as part of, or in connection with the Software or Documentation;

(b) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant or obligation

under the Agreement (including these Terms);

(c) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customer or any of its Representatives with respect to the Software or Documentation or otherwise in connection with the Agreement (including these Terms); or

(d) of or relating to use of the Software or Documentation by or on behalf of Customer or any of its Representatives that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or the Documentation, or in any manner contrary to INdigital's instructions.

11.3. Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2 of these Terms. The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 11 will not relieve the Indemnitor of its obligations under this Section 11 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11.4. Mitigation. If the Software, or any part of the Software, is, or in INdigital's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Software is enjoined or threatened to be enjoined, INdigital may, at its option and sole cost and expense:

(a) obtain the right for Customer to continue to use the Software materially as contemplated by the Agreement (including these Terms);

(b) modify or replace the Software, in whole or in part, to seek to make the Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Software under the Agreement (including these Terms); or

(c) if none of the remedies set forth in the

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above Section 11.4(a) or Section 11.4(b) of these Terms is reasonably available to INdigital, terminate the Agreement, in its entirety or with respect to the affected part or feature of the Software, effective immediately on written notice to Customer, in which event:

(i). Customer shall cease all use of the Software and Documentation immediately on receipt of Customer's notice; and

(ii). provided that Customer fully complies with its post-termination obligations set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

12. **EXPORT REGULATION.** Customer shall not itself, or permit any other Person to, export, re-export or release, directly or indirectly any Controlled Technology to any country, jurisdiction or Person to which the export, re-export or release of Controlled Technology (a) is prohibited by applicable Law or (b) without first completing all required undertakings (including obtaining any necessary export license).

13. **FORCE MAJEURE.**

13.1. **No Breach or Default.** In no event will INdigital be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the extent such failure or delay is caused by any circumstances beyond INdigital's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 90 days or more.

13.2. **Obligations.** In the event of any failure

or delay caused by a Force Majeure Event, INdigital shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

14. **MISCELLANEOUS.**

14.1. **Further Assurances.** On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to the Agreement.

14.2. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement (including these Terms) shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

14.3. **Notices.** Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 14.3 will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

14.4. **Interpretation.** For purposes of the Agreement (including these Terms): (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, exhibits, attachments and appendices mean

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the exhibits, exhibits, attachments and appendices attached to, the Agreement (including these Terms); (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, exhibits, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.

14.5. Headings. The headings in the Agreement (including these Terms) are for reference only and do not affect the interpretation of the Agreement (including these Terms).

14.6. Entire Agreement. The Agreement, together with these Terms and any other documents incorporated by reference into the Agreement (and, if applicable, together with the Software Support and Maintenance Agreement), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

14.7. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement (including these Terms) without INdigital's prior written consent. Any purported assignment, delegation or transfer in violation of this Section 14.7 is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

14.8. No Third-Party Beneficiaries. The Agreement (including these Terms) are for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement (including these Terms).

14.9. Amendment and Modification; Waiver. No amendment to, modification of, or

rescission, termination or discharge of the Agreement (including these Terms) is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of the Agreement (including these Terms) and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions of the Agreement (including these Terms) shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement (including these Terms), no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement (including these Terms) shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under the Agreement (including these Terms) preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14.10. Severability. If any provision of the Agreement (including these Terms) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement (including these Terms) or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement (including these Terms) be consummated as originally contemplated to the greatest extent possible.

14.11. Governing Law; Submission to Jurisdiction. Venue of any litigation as a result of this agreement will exclusively be in the State Court (Florida) in and for Taylor County, Florida. The agreement will be governed by the laws of the State of Florida.

14.12. Equitable Remedies. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 3 of these Terms (Use Restrictions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights) or Section 11 of these Terms (Indemnification) would cause INdigital irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, INdigital will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to

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post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

14.13. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to the Agreement (including these Terms), the prevailing Party shall be entitled to recover its reasonable attorneys, expert witness and accountants' fees and court costs from the non-prevailing Party.

EXHIBIT B
Designated Sites

591 US Highway 27
Perry, FL 32347

EXHIBIT C

Software / Services Description

1. Database Services –

Location Database services for the PSAP, Repository for ALI. Legacy wireline records in the Taylor County service area will be processed by INdigital using industry standard record exchange and correction methods. i2 format ALi service (wireless, VoIP - using pANi) will be provided by INdigital,

2. Routing Services –

INdigital will design and deploy a NGCS configuration that conforms to standards and includes the necessary components to provide NG9-1-1 using industry standard Functional Elements. Redundant, diverse service aggregation points of presence will be established, and the proposed solution will conform to the current standards and accommodate future adjustments to the standards as they become available.

3. Network Services –

The proposal's objective is to establish a ESiNet (Emergency Services iP Network) to serve existing and new customers in Florida. This connectivity will be provided by diverse carriers when available. This service enables connectivity to the PSAP for delivery of voice and data for NG9-1-1.

4. MEVO Services –

A service continuity and disaster recovery platform (INdigital's MEVO system) will be deployed as a MEVO Anywhere Kit. The MEVO platform is an independent call processing system on the output (egress) side of the NGCS Routing Platform. This platform allows for 9-1-1 calls to be routed to a VOIP phone with E9-1-1 functionality.




1616 Directors Row
Fort Wayne, IN 46808
260-469-2010



Bill To
Taylor Co FL 911 106 S Jefferson St Suite 103 Perry, FL 32347

	Terms	Project
	Net 30	

Service Setup Costs - PSAP Conversion	1	1,583.69	1,583.69
FirstNET Hardware NRC	1	2,208.13	2,208.13
Indigital TIG Basic	1	6,400.00	6,400.00
Indigital MEVO Backup Service 1 YR - *	1	1,920.00	1,920.00
Subtotal - MEVO Anywhere Kit			16,626.69
* show the quote Annual support total Price combined break downs - Only for review (old document)			
Total			\$29,898.51

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF STATE AID TO LIBRARIES GRANT AGREEMENT FOR FISCAL YEAR 2023-2024.
	
MEETING DATE REQUESTED:	AUGUST 22, 2023

Statement of Issue: TO RECEIVE GRANT FUNDING FOR THE OPERATION AND MAINTENANCE OF THE TAYLOR COUNTY PUBLIC LIBRARY.

Recommended Action: APPROVE

Fiscal Impact: \$55,225

Budgeted Expense: Yes

Submitted By: Jo Ann Morgan/ Library Manager

Contact: 838-3512

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2023 through September 30, 2024.

- The Grantee shall:
- Have a single administrative head employed full time by the library's governing body.
 - Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge.
 - Provide access to materials, information, and services for all residents of the area served; and
 - Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

Options: APPROVE/NOT APPROVE

Attachments: AGREEMENT

3. Expenditure Report Page 2 of 22

The Expenditure Report provides details on library expenditures by funding source. The information assists both local library personnel and Division staff in verifying the accuracy of the funds a library reports as expenditures qualifying for match under Chapter 257, *Florida Statutes*. The total amount listed in the "Local" column is the amount used to calculate the State Aid grant amounts.

1. Expenditure Report -October 1, 2021 - September 30, 2022 *

Expenditure Report -October 1, 2021 - September 30, 2022

Expenditure Category	Local	State	Federal	Other	Total
10 Personnel Services					\$0
30 Operating Expenses					\$0
60 Capital Outlay (Non-Fixed)					\$0
Other					\$0
Total for the operation & maintenance of the library	\$0	\$0	\$0	\$0	\$0
60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)					\$0

If any amounts are in the other column, please specify.

If your total expenditures have changed more than 10% from last year please explain.

Total Local Expenditures Submitted for the Operation and Maintenance of the Library: \$0

Prior year's State Aid Certified Expenditure: \$197,219.00

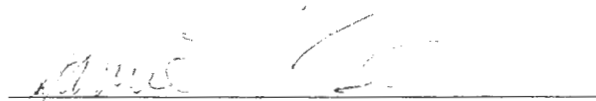
FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
STATE AID TO LIBRARIES GRANT APPLICATION

Certification of Hours, Free Library Service and Access to Materials

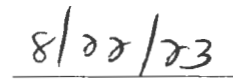
The Taylor County Board of County Commissioners, governing body for the Taylor County Public Library hereby certifies that the following statements are true for the time period October 1, 2021 through June 30, 2024:

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provides access to materials, information and services for all residents of the area served; and
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

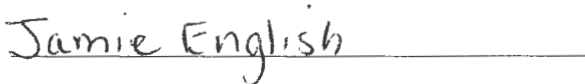
Signature



Chair, Library Governing Body



Date



Name (Typed)

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
FY 2024 STATE AID TO LIBRARIES GRANT APPLICATION
CERTIFICATION OF LOCAL OPERATING EXPENDITURES**

The Taylor County Board of County Commissioners governing body for Taylor County Public Library

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2021 and ending September 30, 2022 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2021 and September 30, 2022:

\$0

SIGNATURES

Library Finance Manager

Single Library Administrative Head

Typed Name

Typed Name

Date

Date

**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND**

**Taylor County Board of County Commissioners for and on behalf of Taylor County
Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Taylor County Board of County Commissioners for and on behalf of Taylor County Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2023-24 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2021 - September 30, 2022.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2021 through June 30, 2024. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2021 through June 30, 2024. The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2021 - September 30, 2022;
- o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2021 - September 30, 2022 only;
- o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- o Provide the Certification of Credentials for the Single Administrative Head; and
- o Provide a Certification of Hours, Free Library Service and Access to Materials.

- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2021 to June 30, 2024, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2021) and concludes with the end of the State of Florida's current fiscal year (June 30, 2024).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2021 – September 30, 2022) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Tom Peña, Grant Programs Supervisor
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: thomas.pena@dos.myflorida.com

For the Grantee:

Dale Collum

Taylor County Public Library
403 North Washington Street Perry Florida 32347-2791
Phone: 386-294-3858
Email: dcollum@3riverslibrary.com

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2023-24 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization Form (form number DFS-AI-26E, rev 3/2022), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/docs-st/accounting-and-auditing-libraries/vendors/vendor-relationships/section2-vendor-direct-deposit-orders.pdf?sfvrsn=cf1728cf_10. The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit vendermyth.com. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.
9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State's Division of Library and Information Services."
10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of October 2022), incorporated by reference, which

are available online at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of October 2022) myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Thomas Peña, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at dosgrants.com.
15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida Statutes or rules, the terms of the grant agreement, Florida Department of

State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

- 19. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
- 20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

- 24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 25. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
- 26. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 27. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 28. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 29. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

- 30. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
- 31. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 32. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 35. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 36. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (42 USC 12101 (as of January 2020)), incorporated by reference).
- 37. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of

Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

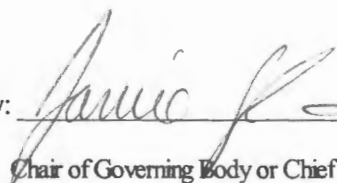
- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2023-24 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:

Department of State

By: _____


Chair of Governing Body or Chief Executive Officer

By: _____

Amy L. Johnson, Director
Division of Library and Information Services
Department of State, State of Florida

Typed name and title

Date

Date

Clerk or Chief Financial Officer

Witness

Date

Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

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

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 *CFR* §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 *CFR* 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 *CFR* 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 *CFR* 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 *CFR* 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.*; Rule Chapter 69I-5 *F.A.C.*, State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph I, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.*, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 *CFR* 200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 *CFR* 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.

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

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

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 *CFR* 200.512, section 215.97 *F.S.* and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 *CFR* 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;

CSFA Number. 45.030

Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <http://www.floridastate.gov>.

ATTACHMENT B
Fiscal Year 2023-24 State Aid to Libraries Final Grants

CONTRACT

This contract made the 22nd day of August, 2023 between, TAYLOR COUNTY, hereinafter called the COUNTY, and _____, hereinafter called the CONTRACTOR.

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

1. **SCOPE OF WORK.** The Contractor shall provide all equipment and materials in strict accordance with the specification of the County, to-wit: bid documents which are part of this Contract.

The 296± acres for the harvesting of saw palmetto berries in Taylor County, Florida. The Contractor leases the entire 296± acres. Please see attached General Bid information.

2. **THE CONTRACT PRICE.** The method of compensation and method of contract price shall be the price obtained on the date of sale of the berries. The Contractor will notify the County Administrator, Ms. Lawanda Pemberton on the date of sale and advise the amount of the sale (gross amount) and will forward 30% of the gross sale to the County by check instantan.

3. **CONTRACT TERM.** This contract shall be for a term of ninety (90) days from execution in addition the Contractor shall use the 296± acres for only the harvesting of saw palmetto berries.

- A. The Contractor is responsible for safe operation of its equipment and the work of any of its employees involved in ground preparation, ground maintenance and the harvesting of the saw palmetto berries.
- B. The Contractor is responsible for the property security related to the preparation and maintenance of the harvesting of the saw palmetto berries.
- C. The Contractor shall maintain a list of all personnel, addresses, phone numbers, social security numbers which shall be available to the County.

4. **PRESERVATION OF PROPERTY.** Attached is the legal description of the 296± or an area photograph of same.

The Contractor shall not damage the property, this includes but is not limited to, adjacent property and public and private utilities, in addition:

- A. The property will be left in the original condition during and after the harvesting of the palmetto berries.
- B. All adjoining and interior roads will be kept in good condition at all times.

- C. There will be no damage to trees.
- D. Wildlife will not be harmed or killed.
- E. No debris or garbage will be left on the property.
- F. The Contractor must provide at least one person fluent in English every day of the harvest.
- G. The Contractor is responsible to see that all individuals working for it are legal able to work in this country.
- H. The Contractor is responsible for any injuries incurred by wildlife, habitat or fencing of adjacent land owners.

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

6. **DEFAULT OF CONTRACT.** If the Contractor fails to begin the work under the Contract within the time heretofore specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or to perform a new or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

7. **ADDITIONAL PRESERVATION OF PROPERTY.** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor, which includes damage to fencing which must be repaired within 24 hours.

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

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

9. **GENERAL LIABILITY INSURANCE.** The Contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars (\$1,000,000.00), for services and work to be rendered in accordance with this contract, and listing the County as an additional insured.

Certificates of such insurance shall be filed with the county prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

10. **PERMITS, RULES & REGULATIONS.** It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities for parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations including, but not limited to the Florida Department of Environmental Regulation, Florida Department of Natural Resources, Environmental Protection Agency.

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

12. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide worker's compensation insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. The County will accept a Florida Worker's Compensation exemption certificate with an executed Hold Harmless Release and Indemnity Agreement. The exemption certificate must list all employees of the Contractor.

13. **APPLICABLE LAW AND VENUE:** This Contract shall be governed by the laws of the State of Florida, and venue of any litigation shall be exclusively in Taylor County, Florida.

14. **COMPONENTS PARTS OF THIS CONTRACT.** This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

- (a) The Advertisement for Bids
- (b) Instructions to Bidders
- (c) This instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

15. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: _____.

16. **LITIGATION, ATTORNEY'S FEES.** If any litigation arises out of this Contract, the prevailing party is entitled to attorney's fees and costs.

In Witness Whereof, the parties hereto have caused this instrument to be executed in _____ original counterparts this 22 day of Aug, 2023.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: [Signature]
JAMIE ENGLISH, Chairperson

BY: _____
CONTRACTOR

ATTESTED: [Signature]
GARY KNOWLES,
Clerk

WITNESS: _____
FOR THE CONTRACTOR

WITNESS: _____
FOR THE CONTRACTOR





TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

August 22, 2023

Department of Environmental Protection
Division of State Lands
Land and Recreation Grants Section
3900 Commonwealth Blvd, MS 585
Tallahassee, FL 32399-3000

RE: FY2024-2025 FRDAP Application
Taylor County Capital Improvement Plan

To whom it may concern,

The Taylor County 5 Year Capital Improvement Plan was officially adopted by the Board of County Commissioners on December 9, 2019. An updated schedule for the Capital Improvement Plan was officially approved on August 22, 2023.

Respectfully,

A handwritten signature in cursive script, appearing to read "Jamie English".

Jamie English
Chairman

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: The Board to consider approval of letter of support for the City of Perry



MEETING DATE REQUESTED: August 22, 2023

Statement of Issue: To provide a letter of support for the City of Perry in order to apply for funding for the purchase of a vacuum truck.

Recommended Action: Approve

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: John Hart, City Manager, is requesting a letter of support in order to apply for USDA grant funding for the City of Perry.

Options: Approve/Not Approve

Attachments: Draft Letter of Support
Email from John Hart, City Manager

LaWanda Pemberton

From: John Hart <jhart@cityofperry.net>
Sent: Monday, August 7, 2023 4:38 PM
To: LaWanda Pemberton
Subject: Fw: USDA Facilities Grant
Attachments: Atty Opinion - Public Body 5 2022.docx; Guide 06 Certification of Prior Indebtedness.doc; Perry - 4 - Community Support Letter.docx

LaWanda,

We are trying to apply for a USDA Grant to get some equipment for the Wastewater Department. For some reason, they need a letter of support from the county. Attached is a sample letter but it needs to be on your letterhead. Can you do that for me?

Thanks,

John Hart
City Manager
City of Perry, FL
850-843-2211
www.cityofperry.net



From: Andrew Greene <Andrew.Greene@frwa.net>
Sent: Monday, August 7, 2023 11:57 AM
To: John Hart <jhart@cityofperry.net>
Cc: Shawn O'Quinn <soquinn@cityofperry.net>
Subject: Re: USDA Facilities Grant

I will need a copy of the agenda and minutes from the meeting. Also the affidavit from the newspaper where the USDA app was advertised. I also need a quote for the vac truck.

Attached are 3 documents that need to be completed. The attorney opinion needs to be completed by the attorney and placed on their letterhead. Guide 6 can be filled out by the City but the attorney must also sign. There is also a sample community support letter attached. This needs to be completed by the County. They can use the sample or create their own.

Please let me know if you have any questions.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

August 22, 2023

Ms. Bruni Robles
USDA Rural Development

RE: City of Perry USDA Rural Development Grant Application for Purchase of Vacuum Truck

Dear Ms. Robles,

Please be advised that the Taylor County Board of County Commissioner strongly supports and concurs with the proposed project. It will greatly benefit the City of Perry.

Please advise if Taylor County may provide additional information in this matter. We look forward to hearing from you in the very near future.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jamie English".

Jamie English, Chairperson
Taylor County Board of County Commissioners

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, THAT THE TAYLOR COUNTY BOARD OF COMMISSIONERS WILL HOLD THE SECOND OF TWO PUBLIC HEARINGS, AUGUST 22, 2023 at 6:00 P.M. TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF PARKS AND RECREATION, FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) , FOR THE 2024-2025 GRANT CYCLE. AS PREVIOUSLY DISCUSSED BY THE BOARD, THE COUNTY IS CONSIDERING REQUESTING FUNDING ASSISTANCE FOR ADDITIONAL IMPROVEMENTS TO SOUTHSIDE PARK. THE FIRST PUBLIC HEARING WAS HELD AUGUST 7, 2023 AT 6:05 P. M. THE COUNTY WILL BE REQUIRED TO WORK WITHIN THE GUIDELINES SET FORTH BY THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM FOR ANY PROJECT WHICH MAY BE SELECTED FOR FUNDING ASSISTANCE.

ALL MEMBERS OF THE PUBLIC ARE WELCOME TO ATTEND. NOTICE IS FURTHER HEREBY GIVEN, PURSUANT TO FLORIDA STATUTE 286.0105, THAT ANY PERSON OR PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE HEARING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THE PUBLIC HEARING WILL BE HELD IN THE TAYLOR COUNTY ADMINISTRATIVE COMPLEX BOARD OF COMMISSIONERS MEETING ROOM LOCATED AT 201 E. GREEN STREET, PERRY, FLORIDA 32347 IN AN EFFORT TO PROTECT THE HEALTH OF THE PUBLIC AND THE BOARD OF COMMISSIONERS AND PROVIDE ACCESS TO ALL CITIZENS, A CONFERENCE LINE HAS BEEN SET UP TO ACCOMMODATE COMMUNITY ACCESS TO THE MEETING. THE CONFERENCE LINE : 1-917-900-1022 ACCESS CODE: 32347#. THIS IS NOT A TOLL FREE NUMBER. ALL PERSONS INTERESTED IN THIS MATTER SHOULD BE GOVERNED BY THIS PUBLIC NOTICE. PERSONS REQUIRING SPECIAL ACCOMODATIONS SHOULD CONTACT THE COUNTY ADMINISTRATOR'S OFFICE AT 850-838- 3500 EXT. 107 NO LATER THAN THREE (3) WORKING DAYS PRIOR TO THE MEETING. ADDITIONAL INFORMATION MAY BE OBTAINED FROM:MELODY COX , GRANTS WRITER AT melody.cox@taylorcountygov.com OR AT 850-371-0377.

DATED THIS 7TH DAY OF AUGUST 2023.
TAYLOR COUNTY BOARD OF COMMISSIONERS
TAYLOR COUNTY, FLORIDA

PERRY NEWS-HERALD/TACO TIMES

Published Weekly in the City of Perry
County of Taylor, State of Florida

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared
AARON PORTWOOD, who on oath says that he is the
PUBLISHER of the Perry News-Herald/ Taco Times, both
weekly newspapers published in Perry, Taylor County, Florida,
that the attached copy of advertisement in re

**Taylor County Board of County Commissioner's
Notice of Public Hearing
Southside Park
August 22, 2023**

was published in said newspaper in the issues of:

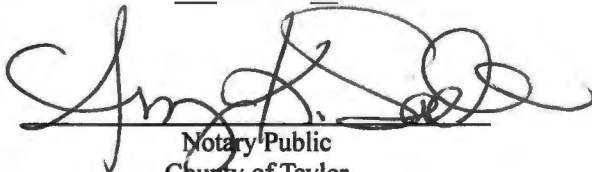
August 9, 2023

Affidavit says further that the said, newspapers published at
Perry in said Taylor County, Florida, each week; has been
entered as second class mail matter at the Post Office in Perry,
Florida, in said Taylor County, Florida for a period of one
year next proceeding the first publication of the attached copy
of notice to appear: and affiant further says that he has
neither paid nor promised any person, firm or corporation any
discount, rebate, commission or refund for the purpose of
securing this advertisement for publication in said newspaper.


Aaron Portwood, Publisher

Sworn to and subscribed
before me this

08/09/23


Notary Public
County of Taylor
State of Florida
Personally Known
Personally Appeared
before me



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RECORD OF THE PROCEEDINGS IS
MADE, WHICH RECORD INCLUDES
THE TESTIMONY AND EVIDENCE
UPON WHICH THE APPEAL IS TO BE
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THE PUBLIC HEARING WILL BE
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ADMINISTRATIVE COMPLEX BOARD
OF COMMISSIONERS MEETING
ROOM LOCATED AT 201 E. GREEN
STREET, PERRY, FLORIDA 32347.

IN AN EFFORT TO PROTECT THE
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BOARD OF COMMISSIONERS AND
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A CONFERENCE LINE HAS BEEN SET
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ACCESS TO THE MEETING. THE
CONFERENCE LINE:

1-917-900-1022 ACCESS CODE:
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PERSONS REQUIRING SPECIAL
ACCOMODATIONS SHOULD
CONTACT THE COUNTY
ADMINISTRATOR'S OFFICE AT
850-838- 3500 EXT. 107 NO
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GRANTS WRITER AT melody.cox@
taylorcountygov.com OR AT 850-
371-0377.

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DATED THIS 7TH DAY OF AUGUST, 2023.
TAYLOR COUNTY BOARD OF COMMISSIONERS
TAYLOR COUNTY, FLORIDA

PERRY NEWS-HERALD/TACO TIMES

Published Weekly in the City of Perry
County of Taylor, State of Florida
AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared
AARON PORTWOOD, who on oath says that he is the
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that the attached copy of advertisement in re

**Taylor County Board of County Commissioner's
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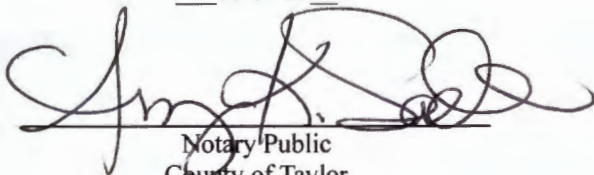
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neither paid nor promised any person, firm or corporation any
discount, rebate, commission or refund for the purpose of
securing this advertisement for publication in said newspaper.



Aaron Portwood, Publisher

Sworn to and subscribed
before me this

08/09/23



Notary Public
County of Taylor
State of Florida
Personally Known
Personally Appeared
before me



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371-0377.

23

Kenneth Dudley

From: Pierre-Louis, Robert <Robert.Pierre-Louis@dot.state.fl.us>
Sent: Thursday, July 27, 2023 11:23 AM
To: Kenneth Dudley
Cc: Webb, Paul
Subject: 445147-1 SR 55 Bridge Replacement over Woods Creek
Attachments: 445147-1 SR 55 Taylor Co. CMA 072723.pdf

Mr. Dudley,

Please find the attached Construction and Maintenance Agreement on the subject referenced project. Your assistance is requested to secure the execution of the agreement by Taylor County. In addition to executing the attached agreement, a resolution/ordinance must be adopted and certified copy attached with this agreement. Please note that the Department has moved to signing all of our agreements securely via DocuSign. If you should have any questions, please do not hesitate to get in contact with me.

Mailing Address:

Florida Department of Transportation
Attention: Robert Pierre-Louis
MS 2014
1109 South Marion Avenue
Lake City, FL 32025-5874

Thank you,

B. Robert Pierre-Louis, E.I.

Engineer II, Department
Florida Department of Transportation
District Two GEC - ATKINS
Office (D): 386-961-7872
Office (TF): 800-749-2967
Cell: 561-309-8741
robert.pierre-louis@dot.state.fl.us
bob.pierre-louis@atkinsglobal.com

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE A CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE WOODS CREEK BRIDGE NO. 380009

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Construction and Maintenance Agreement for the Woods Creek Bridge Replacement project, and

WHEREAS, the said above agreement is necessary to allow the Florida Department of Transportation to use Federal funding to replace Woods Creek Bridge No. 380009 as a portion of the project will impact Shiloh Cemetery Rd, a County owned Right-of-Way, and

WHEREAS, Once the Woods Creek Bridge Replacement Project is complete, the Transferred property and improvements will again become owned and an operation and maintenance responsibility of Taylor County, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute said Agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Woods Creek Bridge No. 380009 Replacement Construction and Maintenance Agreement.

PASSED in regular session this 22 day of August, 2023.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY:

Jamie English
JAMIE ENGLISH, Chairperson

ATTEST:

Gary Knowles
GARY KNOWLES, Clerk

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the Taylor County, Florida ("Agency").

-RECITALS-

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, where certain portions are owned by the Agency and more particularly described as Shiloh Cemetery Road (Agency Property) as shown in green in the attached **Exhibit "A"** and other portions are owned by the Department and more particularly described as SR 55/US 221 ("Department Property") as shown in purple in the attached **Exhibit "A"**; and
2. The Department is constructing Financial Project Number 445147-1-52-01 ("Project") for the purpose of milling and resurfacing the Department Property, including shoulder pavement, installation of guardrails, installation of drainage pipes and structures, and signage and pavement markings; and
3. In order to harmonize and complete the Project, it is necessary that portions of the Project work be constructed on the Agency Property; and
4. For purposes of this Agreement, the term "Improvements" means and shall refer to those portions of the Project including, without limitation, signage and pavement markings and milling and resurfacing that are located on the Agency Property, as more particularly shown and highlighted in yellow on attached **Exhibit "B" Composite B-1**; and
5. The Improvements on the Agency Project shall be referred to as "Off System Improvements" and shown in yellow on **Exhibit "B" Composite B-1**, and
6. The Improvements on the Department Property shall be referred to as "On System Improvements" and shown in blue on **Exhibit "B" Composite B-1**, and
7. The Department shall fund construction of the Improvements, which is wholly contingent upon appropriation of funds to the Department; and
8. The Department shall construct the Improvements on the Property; and
9. A date for the commencement of construction of the Improvements has not been established; and
10. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
11. Upon complete of the construction, the Department shall continue to own and maintain and repair the Improvements located on the Department Property at its sole cost and expense; and
12. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvements located on the Property at its sole cost and expense; and
13. By Resolution _____ dated 01.12.2023, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "C"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvements and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvements, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvements, acquisition of right-of-way, construction of the Improvements, and any other activities to facilitate satisfactory completion of the Improvements. The Department shall commence construction of the Improvements at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvements.

9. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

10. OPERATION, MAINTENANCE & REPAIR (OFF-SYSTEM IMPROVEMENTS)

A. The Agency shall operate, maintain, and repair the Off-System Improvements at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Off-System Improvements. Should the Agency fail to operate, maintain, and repair the Off-System Improvements in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 CFR 1.27 and under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Off-System Improvements. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Off-System Improvements pursuant to Paragraph 3 above should the events described in Paragraph B occur.

11. OPERATION, MAINTENANCE & REPAIR (ON-SYSTEM IMPROVEMENTS)

The Department shall own, operate, maintain and repair the On-System Improvements at its sole cost and expense.

12. FEDERAL NON-PARTICIPATION/FUNDING

A. The parties agree that any Improvements constructed on the Property will be compensable by the Department only if such items are deemed to be federal participating as determined in accordance with the Federal Aid Policy Guide 23, CFR Section 635.120 ("CFR"). Examples of non-participating items may include, without limitation, the following: fishing piers; premium costs due to design or CEI errors/omissions; material or equipment called for in the plans but not used in construction of the Improvements.

B. The example items listed in paragraph A, above, are not intended to be an exhaustive list. A determination of an item as a federal non-participating cost, shall be made in the Department's sole discretion and, without limitation, in accordance with the CFR. Any item or Improvements deemed to be a federal non-participating item shall be funded at the sole expense of the Agency.

- a. Should the Department identify a federal non-participating item, the Agency shall provide a deposit for the amount of the federal non-participating item to the Department within fourteen (14) calendar days of the Department's determination and notification of the same to the Agency.
- b. The Department shall notify the Agency as soon as it is determined that a non-participating federal item exists; however, failure of the Department to so notify the Agency shall not relieve the Agency of its obligation to pay for the entire amount of all federal non-participating costs accrued during the construction of the Improvements and upon final accounting.
- c. In the event the Agency cannot provide the deposit within fourteen (14) calendar days, a letter, prior to expiration of that time, must be submitted to and approved by the Department's contract manager establishing a mutually agreeable date of deposit.
- d. The Agency understands the extension of time, if so approved, may delay construction of the Improvements, and additional federal non-participating costs may be incurred due to the delay.

C. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All federal non-participating fund cost records and accounts shall be subject to audit by a representative of the Agency for a period of three (3) years after final close out of the Project. The Agency will be notified of the final federal non-participating costs of the Project. Both

parties agree that in the event the final accounting of total federal non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the Agency. If the final accounting is not performed within three hundred and sixty (360) days, the Agency is not relieved of its obligation to pay. In the event the final accounting of total federal non-participating costs is greater than the total deposits to date, the Agency will pay the additional amount within forty (40) calendar days of the date of the invoice from the Department.

D. The payment of funds pursuant to this Agreement provision will be made directly to the Department for deposit.

13. WARRANTIES

After completion of construction of the Improvements and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Off-System Improvements to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

14. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

15. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

16. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

17. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time.

18. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department:	Florida Department of Transportation Attention: Janet Turner-Jones, Perry Maintenance Engineer 657 Plantation Road Perry, Florida 23248
Agency:	Taylor County Attention: Kenneth Dudley 201 East Greet Street Perry, Florida 32347

19. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

20. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

21. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

22. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

23. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

24. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

25. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

26. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

27. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

28. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

29. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

30. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

31. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

32. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

33. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

34. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

35. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvements is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

36. PUBLIC RECORDS

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

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

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

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

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

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

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

District 2
386-758-3727
D2prcustodian@dot.state.fl.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of eleven (11) pages.

Florida Department of Transportation

By: _____

Printed Name: Greg Evans

Title: District Two Secretary

Date: _____

Attest:

By: _____

Printed Name: Elizabeth Engle

Title: Office of the District Two Secretary

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

Taylor County

By: Jamie English

Printed Name: Jamie English

Title: Chairperson

Date: 8/22/23

Attest:

By: Gary Knowles

Printed Name: Gary Knowles

Title: Clerk

Date: 8/22/23

Legal Review:

By: _____

Legal Counsel for Agency

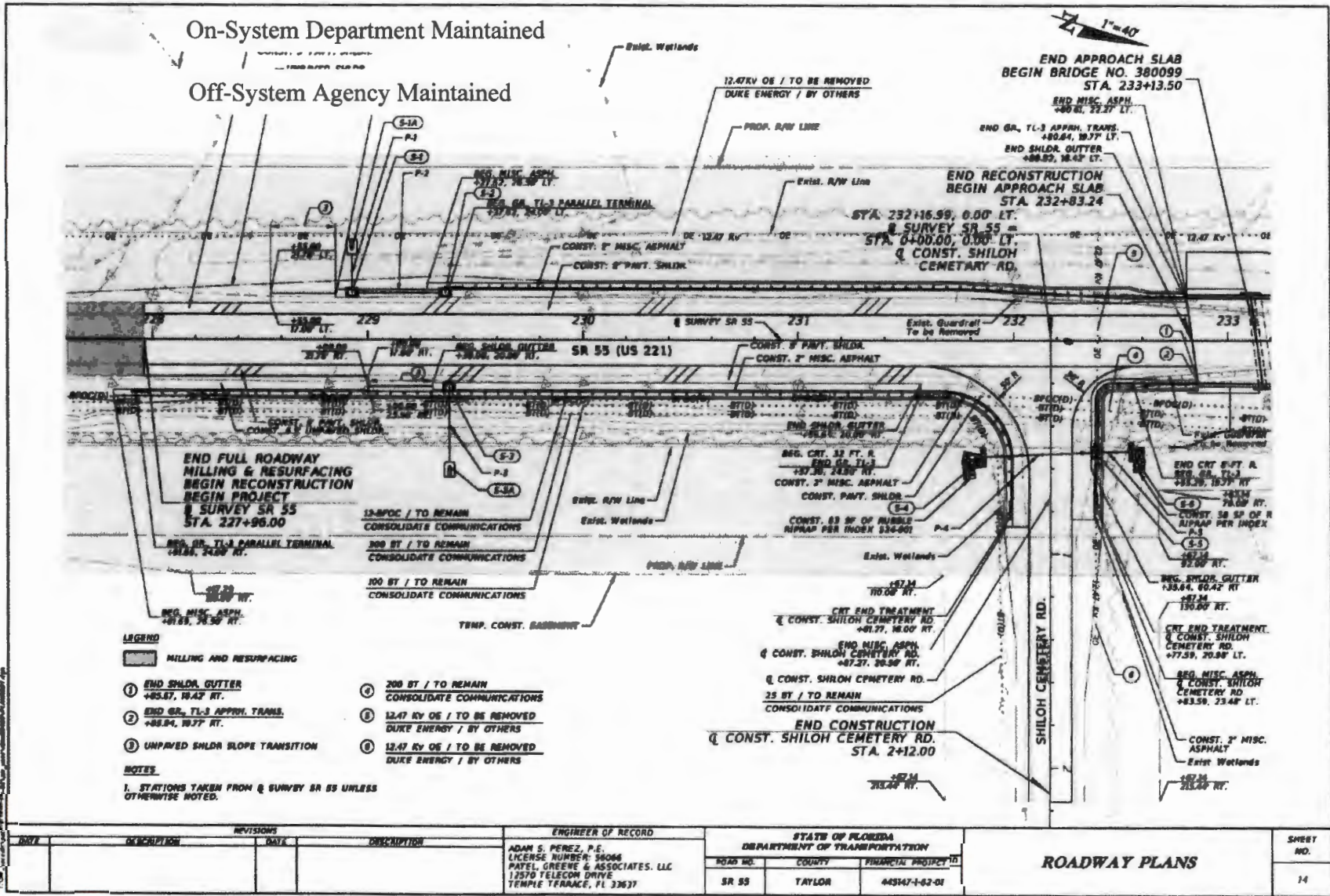


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EXHIBIT "A"
Location Aerial



EXHIBIT "B"
Composite B-1



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE ORIGINALLY SIGNED AND SEALED UNDER RULE 1015-23.004, F.A.C.

Financial Project Id. No.: 445147-1-52-01

Federal Id. No.: GFBR

Project Description: SR 55 (US 221) Bridge Replacement Woods Creek Bridge No. 380009
On/Off System Department Construct Agency Maintain

EXHIBIT "C"
(RESOLUTION)

23

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the Taylor County, Florida ("Agency").

-RECITALS-

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, where certain portions are owned by the Agency and more particularly described as Shiloh Cemetery Road (Agency Property) as shown in green in the attached **Exhibit "A"** and other portions are owned by the Department and more particularly described as SR 55/US 221 ("Department Property") as shown in purple in the attached **Exhibit "A"**; and
2. The Department is constructing Financial Project Number 445147-1-52-01 ("Project") for the purpose of milling and resurfacing the Department Property, including shoulder pavement, installation of guardrails, installation of drainage pipes and structures, and signage and pavement markings; and
3. In order to harmonize and complete the Project, it is necessary that portions of the Project work be constructed on the Agency Property; and
4. For purposes of this Agreement, the term "Improvements" means and shall refer to those portions of the Project including, without limitation, signage and pavement markings and milling and resurfacing that are located on the Agency Property, as more particularly shown and highlighted in yellow on attached **Exhibit "B" Composite B-1**; and
5. The Improvements on the Agency Project shall be referred to as "Off System Improvements" and shown in yellow on **Exhibit "B" Composite B-1**, and
6. The Improvements on the Department Property shall be referred to as "On System Improvements" and shown in blue on **Exhibit "B" Composite B-1**, and
7. The Department shall fund construction of the Improvements, which is wholly contingent upon appropriation of funds to the Department; and
8. The Department shall construct the Improvements on the Property; and
9. A date for the commencement of construction of the Improvements has not been established; and
10. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
11. Upon complete of the construction, the Department shall continue to own and maintain and repair the Improvements located on the Department Property at its sole cost and expense; and
12. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvements located on the Property at its sole cost and expense; and
13. By Resolution N/A dated 8/22/2023, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "C"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvements and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvements, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvements, acquisition of right-of-way, construction of the Improvements, and any other activities to facilitate satisfactory completion of the Improvements. The Department shall commence construction of the Improvements at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvements.

9. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

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A. The Agency shall operate, maintain, and repair the Off-System Improvements at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Off-System Improvements. Should the Agency fail to operate, maintain, and repair the Off-System Improvements in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 CFR 1.27 and under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Off-System Improvements. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Off-System Improvements pursuant to Paragraph 3 above should the events described in Paragraph B occur.

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B. The example items listed in paragraph A, above, are not intended to be an exhaustive list. A determination of an item as a federal non-participating cost, shall be made in the Department's sole discretion and, without limitation, in accordance with the CFR. Any item or Improvements deemed to be a federal non-participating item shall be funded at the sole expense of the Agency.

- a. Should the Department identify a federal non-participating item, the Agency shall provide a deposit for the amount of the federal non-participating item to the Department within fourteen (14) calendar days of the Department's determination and notification of the same to the Agency.
- b. The Department shall notify the Agency as soon as it is determined that a non-participating federal item exists; however, failure of the Department to so notify the Agency shall not relieve the Agency of its obligation to pay for the entire amount of all federal non-participating costs accrued during the construction of the Improvements and upon final accounting.
- c. In the event the Agency cannot provide the deposit within fourteen (14) calendar days, a letter, prior to expiration of that time, must be submitted to and approved by the Department's contract manager establishing a mutually agreeable date of deposit.
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C. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All federal non-participating fund cost records and accounts shall be subject to audit by a representative of the Agency for a period of three (3) years after final close out of the Project. The Agency will be notified of the final federal non-participating costs of the Project. Both

parties agree that in the event the final accounting of total federal non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the Agency. If the final accounting is not performed within three hundred and sixty (360) days, the Agency is not relieved of its obligation to pay. In the event the final accounting of total federal non-participating costs is greater than the total deposits to date, the Agency will pay the additional amount within forty (40) calendar days of the date of the invoice from the Department.

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16. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

17. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time.

18. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Janet Turner-Jones, Perry Maintenance Engineer
657 Plantation Road
Perry, Florida 23248

Agency: Taylor County
Attention: Kenneth Dudley
201 East Greet Street
Perry, Florida 32347

19. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

20. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

21. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

22. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

23. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

24. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

25. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

26. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

27. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

28. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

29. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

30. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

31. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

32. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

33. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

34. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

35. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvements is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

36. PUBLIC RECORDS

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

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

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

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

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

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

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

District 2
386-758-3727
D2prcustodian@dot.state.fl.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of eleven (11) pages.

Florida Department of Transportation

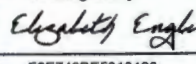
By: 
8A93B2A03EC34AA...

Printed Name: Greg Evans

Title: District Two Secretary

Date: 08/25/2023 | 11:52 AM EDT

Attest:

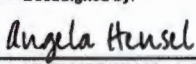
DocuSigned by:
By: 
F8E740BE5218498...

Printed Name: Elizabeth Engle

Title: Office of the District Two Secretary

Date: 08/25/2023 | 12:44 PM EDT

Legal Review:

DocuSigned by:
By: 
Office of the General Counsel
Florida Department of Transportation

Taylor County

By: 

Printed Name: Jamie English

Title: Chair Person

Date: 8/22/23

Attest:

By: 

Printed Name: Gary Knowles

Title: Clerk

Date: 8/22/23

Legal Review:

By: 
Legal Counsel for Agency



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Federal Id. No.: GFBR

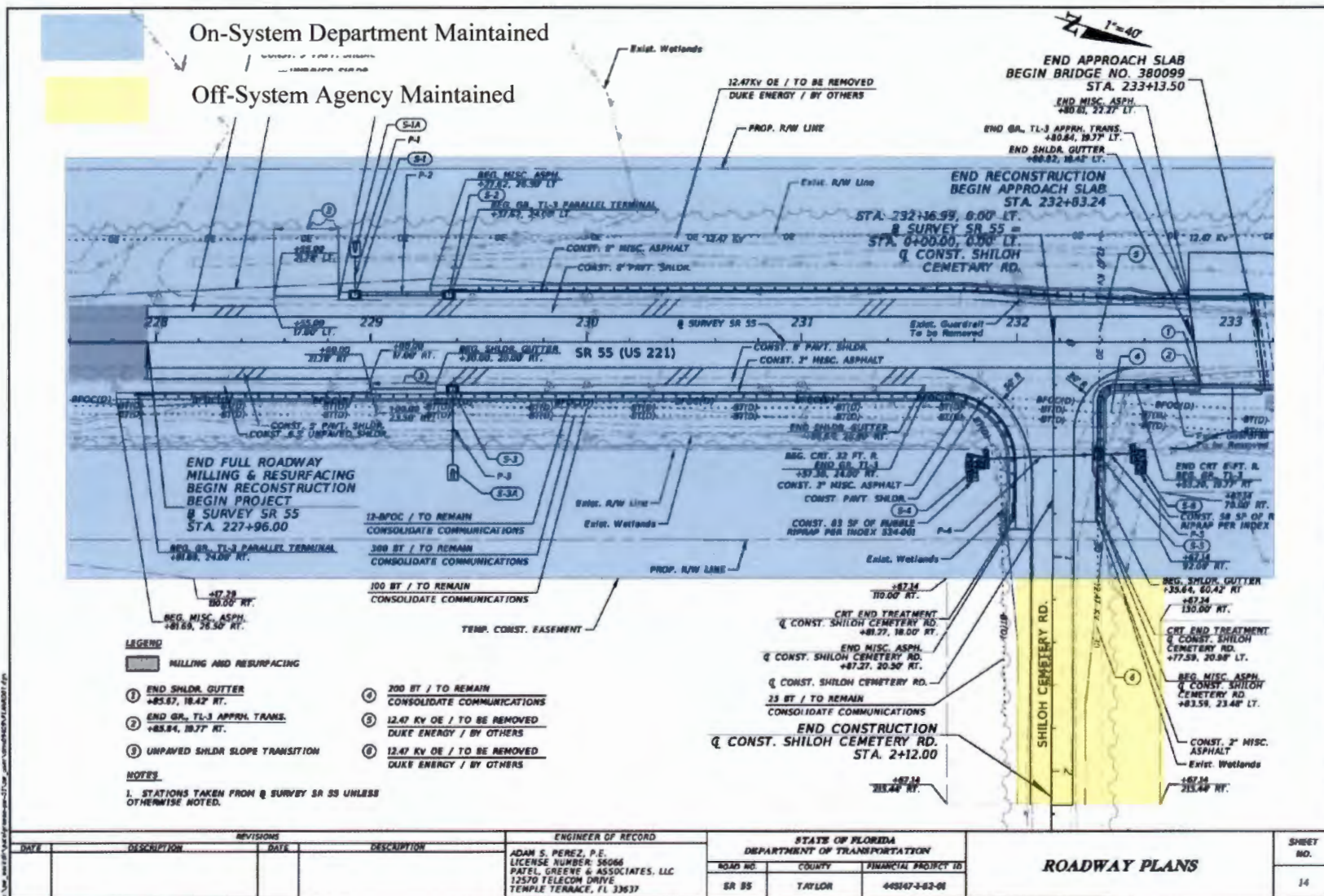
Project Description: SR 55 (US 221) Bridge Replacement Woods Creek Bridge No. 380009

On/Off System Department Construct Agency Maintain

EXHIBIT "A"
Location Aerial



EXHIBIT "B"
Composite B-1



Financial Project No. 445147-1-02-01

Federal Id. No.: GFBR

Project Description: SR 55 (US 221) Bridge Replacement Woods Creek Bridge No. 380009

On/Off System Department Construct Agency Maintain

EXHIBIT "C"
(RESOLUTION)

RESOLUTION NO. N/A

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE A CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE WOODS CREEK BRIDGE NO. 380009

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Construction and Maintenance Agreement for the Woods Creek Bridge Replacement project, and

WHEREAS, the said above agreement is necessary to allow the Florida Department of Transportation to use Federal funding to replace Woods Creek Bridge No. 380009 as a portion of the project will impact Shiloh Cemetery Rd, a County owned Right-of-Way, and

WHEREAS, Once the Woods Creek Bridge Replacement Project is complete, the Transferred property and improvements will again become owned and an operation and maintenance responsibility of Taylor County, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute said Agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Woods Creek Bridge No. 380009 Replacement Construction and Maintenance Agreement.

PASSED in regular session this 22 day of August, 2023.


BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY:

Jamie English
JAMIE ENGLISH, Chairperson

ATTEST:

Gary Knowles
GARY KNOWLES, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
 The seal of Taylor County, Georgia, featuring a plow, a sheaf of wheat, and a cotton plant, surrounded by the text "TAYLOR COUNTY" and "THE FOREST CAPITAL OF THE SOUTH".	SUBJECT/TITLE: THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ASSIGN AMBULANCE SERVICE WITH CENTURY AMBULANCE SERVICE, INC.
MEETING DATE REQUESTED:	AUGUST 22, 2023

Statement of Issue: TO CONTINUE EMERGENCY MEDICAL SERVICES TRANSPORTS IN TAYLOR COUNTY.

Recommended Action: APPROVE

Fiscal Impact: NONE

Budgeted Expense: YES

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: (850) 838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE COUNTY HAS BEEN NOTIFIED THAT CENTURY AMBULANCE SERVICE, INC. IS IN THE PROCESS OF BEING PURCHASED FROM COVALENT HEALTH, THE CURRENT PARENT COMPANY BY RG AMBULANCE SERVICE, INC. AND WILL CONTINUE TO DO BUSINESS AS CENTURY AMBULANCE SERVICE.

PER THE CONTRACTUAL AGREEMENT BETWEEN CENTURY AMBULANCE SERVICE, INC. THE COUNTY MAY APPROVE A CHANGE IN OWNERSHIP AS FOLLOWS:

1. Assignment

The Contractor shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and. at the option of the County shall not convey any rights to the assignee.

Any change in Contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The County shall not unreasonably withhold its approval of a requested change in ownership, so long as the transferee is of known financial and business integrity for the undertaking and can conclusively demonstrate the ability to perform all terms and conditions and obligations of this Ambulance Service Agreement.

ALTHOUGH RG AMBULANCE SERVICE, INC. HAS NOT DEMONSTRATED A HISTORY OF PERFORMING 911 TRANSPORTATION SERVICES, CENTURY AMBULANCE SERVICE HAS PERFORMED 911 TRANSPORTATION SERVICES FOR TAYLOR COUNTY AND OTHER ENTITIES. STAFF HAS NOT IDENTIFIED ANY CONCERNS WITH THE ABILITY FOR CENTURY AMBULANCE SERVICE, INC. TO CONTINUE TO PERFORM ALL CONTRACTUAL OBLIGATIONS AS OF THIS DATE.

THE BOARD OF COUNTY COMMISSIONERS APPROVED THE TRANSFER OF THE CERTIFICATE OF PUBIC CONVENIENCE AND NECESSITY TO RG AMBULANCE SERVICE, INC., DBA CENTURY AMBULANCE SERVICE, INC. ON AUGUST 7, 2023.

Options: APPROVE/DO NOT APPROVE

Attachments: ASSIGNMENT OF CONTRACT
COMPANY HISTORY DOCUMENTATION
LETTERS OF REFERENCE



Sent by e-mail and USPS Tracked

August 11, 2023

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

Re: Request to assign the Agreement for Ambulance and Emergency and Non-Emergency Services, dated December 31, 2020, by and between Taylor County, Florida, a political subdivision of the State of Florida, and Century Ambulance Service, Inc., (the "Agreement").

Dear LaWanda,

We are pleased to inform you that RG Ambulance Service, Inc. ("RG") expects to acquire substantially all of the assets of Century Ambulance Service, Inc. ("Century"), pursuant to an Asset Purchase Agreement (the "APA") by and among RG, Century, and the other parties thereto.

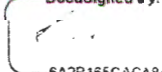
In connection with the transfer of the applicable assets of Century to RG (the "Transaction"), and in accordance with the terms of the APA, if the transactions contemplated by the APA are consummated, then as of the effective time of the closing of the Transaction (the "Closing"), RG will assume all of Century's rights under the Agreement, as well as its obligations under the Agreement that relate exclusively to the period following the Closing, and first arise after the Closing (the "Transfer"), while Century will remain responsible for all other obligations under the Agreement. In accordance with the Agreement, we are requesting that you provide your consent to the Transfer effective upon Closing.

The Closing is expected to occur on September 14, 2023. There will be no interruption of service as a result of the Transaction. The leadership team that you have depended upon at Century for so many years will remain in place.

Please complete, sign, and return the attached Approval for Assignment of Contract to us at your earliest convenience, but no later than **September 1, 2023**.

Should you have any questions concerning the Transaction, please do not hesitate to contact me or Karen Robeson, our Director of Business Development. Karen can be reached at karen.roberson@centuryamb.com or by mobile phone at (904) 545-3611.

Respectfully,
DocuSigned by:


6A2B165CAC84FB
Rick Fields

Senior VP Operations
General Manager, Century Ambulance Service, Inc.



R.Fields@covalent-health.com

Cc: Gary Knowles, Clerk of Court
Taylor County
PO Box 620
Perry, Florida 32347

Karen Robeson, Director of Business Development, Century Ambulance Service, Inc.
Kathleen Loya, Chief Administrative Office

**SEE NEXT PAGE FOR ASSIGNMENT FORM TO BE COMPLETED AND RETURNED BY
SEPTEMBER 1, 2023**



Approval for Assignment of Contract

Contract Name:

- Agreement for Ambulance and Emergency and Non-Emergency Services dated December 31, 2020, by and between Taylor County, Florida, a political subdivision of the State of Florida, and Century Ambulance Service, Inc., (the "Agreement").

Approval of Assignment of Contract:

Effective September 14, 2023, at the close of the sale of Century Ambulance Service, Inc., to RG Ambulance Service, Inc. d/b/a Century Ambulance Service.

Statement of Approving Party:

My signature below indicates my approval that this contract for Ambulance Transportation Services may be assigned to RG Ambulance Service, Inc., d/b/a Century Ambulance Service, effective September 14, 2023, when the sale to RG Ambulance Service, Inc. d/b/a Century Ambulance Service is final.

I am authorized to approve this Assignment. This Assignment shall be incorporated by reference into the existing contract and amendments.

Name of Authorized Signer (printed):

Jamie English

Jamie English

Title of Signer:

Chairperson

Company Name: _____

Signature: _____

Date Signed: *8/28/23*

Please complete and return this form to Century Ambulance Service, Inc. at your earliest convenience before **September 1, 2023**. Return to Karen.Robeson@CenturyAmb.com with a copy to Kathy@covalent-health.com.