

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, JUNE 3, 2013
5:30 P.M.

201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING 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.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

Prayer and Pledge of Allegiance

Welcome

1. APPROVAL OF AGENDA
2. APPROVAL OF CONSENT ITEMS A - F:

ITEMS ON THE CONSENT AGENDA ARE ROUTINE OR TECHNICAL IN NATURE, HAVE BEEN PREVIOUSLY DISCUSSED BY THE BOARD, RESOLUTIONS OF A ROUTINE NATURE, AUTHORIZATION TO ADVERTISE ORDINANCES, PUBLIC HEARINGS, AND BID SPECIFICATIONS, ITEMS THAT HAVE A UNANIMOUS RECOMMENDATION OF THE PLANNING BOARD AND STAFF FOR APPROVAL, AND OTHER ITEMS AS AUTHORIZED BY THE BOARD (TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS RULES OF PROCEDURE, SECTION II, 14:(2)(c))

2-A. APPROVAL OF MINUTES of May 6 and 13, 2013.
(COPIES PROVIDED BY E-MAIL)

2-B. EXAMINATION AND APPROVAL OF INVOICES.

- 2-C. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE AIRPORT FUND, AS SUBMITTED BY COUNTY FINANCE.
- 2-D. THE BOARD TO CONSIDER APPROVAL OF PROPOSED SHIP RECIPIENTS, AND THE INVITATION TO BID FOR THE REHABILITATION OF THREE (3) HOMES THROUGH THE SHIP PROGRAM, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
- 2-E. THE BOARD TO CONSIDER APPROVAL OF CONTRACTS WITH SOUTHERN PROPERTY PEST CONTROL FOR PEST CONTROL SERVICE FOR COUNTY OWNED BUILDINGS, AS AGENDAED BY DANNY GRINER, COUNTY BUILDING OFFICIAL.
- 2-F. THE BOARD TO CONSIDER APPROVAL TO ADVERTISE FOR PUBLIC HEARING, TO BE HELD ON MONDAY, JULY 1, 2013, AT 5:35 PM, TO CONSIDER A RIGHT-OF-WAY ABANDONMENT APPLICATION, AS SUBMITTED BY WALTER D. ROWELL, AND AGENDAED BY THE COUNTY BUILDING OFFICIAL.
3. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

WE VALUE THE IDEAS AND INSIGHTS OF THE PUBLIC. THEREFORE, IT IS THE POLICY OF THE BOARD TO ALLOW A PERIOD FOR THE PUBLIC TO ASK QUESTIONS, REQUEST OR GIVE INFORMATION, AND REQUEST ACTION ON ITEMS NOT ON THE AGENDA.

IN MOST CASES, YOU WILL NOT RECEIVE AN IMMEDIATE RESPONSE BECAUSE THE ITEM MAY NEED TO BE RESEARCHED AND PLACED ON THE AGENDA AT A FUTURE BOARD MEETING.

YOU ARE ALLOWED TO SPEAK FOR THREE (3) MINUTES.

GENERAL BUSINESS:

4. THE BOARD TO CONSIDER THE PROPOSED RENEWAL OF THE COUNTY HEALTHCARE PROGRAM PROVIDED BY UNITED HEALTHCARE.

COUNTY STAFF ITEMS:

5. THE BOARD TO CONSIDER APPROVAL OF PROPOSED BUDGET, OTHER REQUIRED DOCUMENTATION, AND ADOPTION OF AUTHORIZING RESOLUTION, FOR THE 2014-2015 FLORIDA DEPARTMENT OF STATE CULTURAL FACILITIES GRANT PROGRAM APPLICATION FOR THE REHABILITATION OF FOREST CAPITAL HALL, AS AGENDAED BY THE GRANTS COORDINATOR.
6. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT FOR FY 2013-2014, INFORMATION FORM, AND ADOPTION OF RESOLUTION, AS AGENDAED BY THE GRANTS COORDINATOR.
7. THE BOARD TO CONSIDER APPROVAL OF EMERGENCY SIREN ALERTING AND MAINTENANCE POLICY, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.

COUNTY ADMINISTRATOR ITEMS:

8. THE BOARD TO CONSIDER APPROVAL OF APPLICATION TO THE STATE OF FLORIDA PURCHASING CARD PROGRAM AND COUNTY PURCHASING CARD POLICY.
9. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
10. ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

WE VALUE THE IDEAS AND INSIGHTS OF THE PUBLIC. THEREFORE, IT IS THE POLICY OF THE BOARD TO ALLOW A PERIOD FOR THE PUBLIC TO ASK QUESTIONS, REQUEST OR GIVE INFORMATION, AND REQUEST ACTION ON ITEMS NOT ON THE AGENDA.

IN MOST CASES, YOU WILL NOT RECEIVE AN IMMEDIATE RESPONSE BECAUSE THE ITEM MAY NEED TO BE RESEARCHED AND PLACED ON THE AGENDA AT A FUTURE BOARD MEETING.

YOU ARE ALLOWED TO SPEAK FOR THREE (3) MINUTES.

11. BOARD INFORMATIONAL ITEMS:
12. MOTION TO ADJOURN.

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

2C

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2013.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$25,000	003-3344117	FDOT Grant/Entrance Gate
Expenditures:		
\$25,000	0541 -56300	Capital/Infrastructure

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 3rd day of June, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

← 518

(New Grant Awarded for 2012/2013 FY)

Taylor County Administrative Complex
201 East Green Street, Perry, Florida 32347

Melody Cox
Administrative Services

850-838-3553
850-838-3501 Fax

grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: May 15, 2013

TO: Tammy

FROM: Melody

RE: Budget Amendment Request – New Grant
FDOT Grant- ~~New Entrance Gate~~

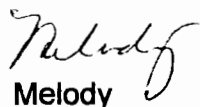
#054

Tammy, please prepare a budget amendment as soon as possible for the above indicated. I have attached a copy of the new grant contract. This is a 100% grant with the County providing no match.

Account 56300 Capital Outlay Infrastructure \$25,000 Purchase &
Installation of a
Entrance/Security
Gate

TOTAL ~~BUDGET~~ \$25,000

Please let me know if you have any questions. Tammy, thank you!


Melody

c.c. Dustin Hinkle

Reviewed acct: 003-3344117

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
06/11
Page 1 of 14

Financial Project Number(s): (item-segment-phase-sequence) 43395219413	Fund: SAFE Function: 637 Federal Number: N/A DUNS Number: 80-939-7102	FLAIR Category.: 088719 Object Code: 750004 Org. Code: 55022020228 Vendor No.: F 596 000 879 001 CSFA Number: 55004
Contract Number:		
CFDA Number: 20.106		

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS 201 East Green Street, Perry, Florida 32347 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before JUNE 30, 2015 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 332.006(6)(Aviation)

Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement: The purpose of this Agreement is

FOR THE DESIGN, PURCHASE AND INSTALLATION OF A NEW ENTRANCE GATE AND CARD READING SYSTEM AT THE PERRY-FOLEY AIRPORT.

THIS PROJECT IS BEING FUNDED UNDER THE RURAL ECONOMIC DEVELOPMENT INITIATIVE (REDI) PROGRAM AT 100% FUNDING BY THE DEPARTMENT.

PLEASE ENSURE YOU READ AND UNDERSTAND ALL CONDUCTIONS AND REQUIREMENTS LISTED IN EXHIBIT "A."

and as further described in Exhibit(s) A, B, C, & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

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

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ 20,000,000. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 25,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ☐ is ☒ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

2013-05-05

MALCOLM PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

JACK R. BROWN, 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

Upon motion of Commissioner Patterson with second by Commissioner Patterson and a vote of 5-0 the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

WHEREAS, The *Taylor County Board of Commissioners*, and the *State of Florida Department of Transportation (FDOT)* have determined it to be in their mutual interest to facilitate the development of the herein described project at the *Perry Foley Airport*, to wit:

FOR THE DESIGN, PURCHASE AND INSTALLATION OF A NEW ENTRANCE GATE AND CARD READING SYSTEM AT PERRY FOLEY AIRPORT.

Financial Project No: 43395219413

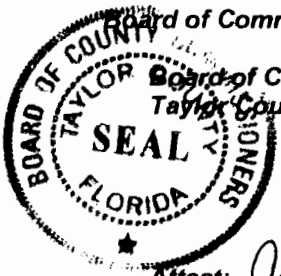
WHEREAS, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$25,000; FDOT will be funding 100% of the project at a maximum of \$25,000 related to eligible project costs, as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI); and;

WHEREAS, both parties now wish to formalize the arrangement in the form of a Joint Participation Agreement (JPA).

NOW THEREFORE, be it resolved, as follows:

1. The **TAYLOR COUNTY BOARD OF COMMISSIONERS** confirms its desire to enter into a Joint Participation Agreement with the **State of Florida Department of Transportation**;
2. *Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI)*;
3. The Chairwoman, Pam Feagle, or her authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairwoman, Pam Feagle, or her authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Joint Participation Agreement with the State of Florida Department of Transportation

WITNESSETH: Adopted the 6th day of May 2013 in Regular Session by the **Taylor County Board of Commissioners.**



Board of County Commissioners
Taylor County, Florida

By: Pam Feagle
Pam Feagle, Chairwoman

Attest: Annie Mae Murphy
Annie Mae Murphy, Clerk

2D

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve proposed SHIP recipients and the Invitation to Bid for the rehabilitation of three homes through the SHIP program.

MEETING DATE REQUESTED:

June 3, 2013

Statement of Issue: Board to approve the below listed individuals who are qualified and their homes are eligible to receive rehabilitation assistance through the SHIP Program.

Katie Monroe	607 Homer J. Smith Avenue
Betty Ellison	712 N. Wilder Street
Johnnie Bell Lauria	511 S. Warner Avenue

If approved, the bids will be accepted and opened at the July 1, 2013 Board meeting at 5:30 pm. Bids will be awarded at the July 16 meeting.

Recommended Action: Approve proposed SHIP recipients and Invitation to Bid.

Fiscal Impact: Not applicable. The projects are 100% funded through the SHIP Program.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The proposed recipients and their homes have been qualified for rehabilitation assistance through the SHIP Program. The proposed recipients have been on the SHIP rehabilitation waiting list since August 16, 2011. No new applications have been accepted since that time due to lack of funding. The State did not fund the SHIP Program FY 2011-2012.

Attachments: Invitation to Bid and proposed recipient Work Write-Up Bid Forms

PUBLIC NOTICE

INVITATION TO BID

Housing Rehabilitation State Housing Initiatives Partnership (SHIP) Program

Taylor County Board of County Commissioners invites interested residential contractors to submit bids for the Rehabilitation of three (3) single family homes in Taylor County.

SEALED Bids are to be submitted on or before July 1, 2013 at 4:00 PM to Annie Mae Murphy, Clerk of the Court (850) 838-3506. Bid envelopes are to be identified as SHIP ITB-001.

Hand Delivery: Annie Mae Murphy
Clerk of the Court
108 North Jefferson Street, Suite 102
Perry, FL. 32347

Mail Delivery: Annie Mae Murphy
Clerk of the Court
P.O. Box 620
Perry, FL. 32347-0620

A Public Opening of the Bids is scheduled for July 1, 2013 at 5:30 PM at 201 East Green Street, Perry, Florida, 32347. Bids will be opened during a regularly scheduled Board of County Commissioners meeting.

A **MANDATORY** meeting to provide contractor orientation materials and visit the scheduled project will be held on June 14, 2013 at 11:00am, located at 401 Industrial Drive, Perry, 32348. The meeting will take place in the airport terminal conference room. You must attend this meeting in order to receive the bid documents and attend the review of the projects. The visit to the projects will immediately follow the orientation meeting.

For contractors that have not been pre-approved, you may obtain a contractor application package by calling Meridian Community Services Group, Inc. at (866) 484-1975 (Toll Free). Please bring your completed application package to the mandatory meeting on June 14, 2013.

WBE/MBE/DBE Firms are encouraged to participate. Taylor County is an Equal Opportunity Employer.

The Taylor County Board of Commissioners reserves the right to accept or reject any and/or all bids in the best interest of Taylor County.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
Patricia Patterson, Chairman

**TAYLOR COUNTY
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Owner: Katie Monroe

Address: 607 Homer J. Smith Ave. – Perry

Mailing Address: Same

Phone #: 850-584-3335

Parcel # 04357-000

Date May 17, 2013

:

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Wood Siding and Trim	Replace all deteriorated wood siding and trim, repaint exterior.	All	
002	Roof	Replace shingles and low slope roof material, including all deteriorated roof decking and support members. Remove and discard gutters.	All	
003	Range Hood	Replace vented range hood.	Kitchen	
004	Windows	Replace 4 windows (3 in east bedroom and 1 in south bedroom).	Various	
005	Door	Replace rear sliding glass door.	Rear	
006	Cabinets	Replace kitchen cabinets with same footage including new countertops. Re-use existing kitchen sink, but replace fixtures.	Kitchen	
007	Steps and Deck	Replace front and rear steps; replace side deck including support members and foundation. Use at least 3 stringers placed on concrete foundation for new PT wood steps.	Front and Rear	
008	Flooring	Replace vinyl flooring in kitchen.	Kitchen	

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

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

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be X occupied; _____ vacant for 60 days.

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

Company Name _____
Contractor's Name (Print Name) _____
Contractor's Signature _____
Contractor's Address _____
Contractors License # _____
Contractor's Phone Number _____

OFFICIAL USE ONLY

DATE SUBMITTED _____	DATE ACCEPTED _____
BID OPENED BY _____	WITNESSED BY _____
DATE OPENED _____	TIME _____
WORK WRITE-UP PREPARED BY Jay Moseley	Date 5/17/2013

Owner Signature _____
Co-Owner Signature _____
Contractor's Signature _____

**TAYLOR COUNTY
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Owner: Betty Ellison

Address: 712 N. Wilder St. – Perry

Mailing Address: Same

Phone #: 850-584-2017

Parcel # 03426-000

Date May 17, 2013

:

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Flooring	Replace deteriorated floor decking, joists and sills in living room and storage room. Level floor as much as possible without damaging walls, ceilings, windows, doors and roof.	Living room, Storage room	
002	Electrical and Appliances	Replace 2 light fixtures in kitchen and 1 in bathroom, with new wall switches for both kitchen light fixtures. Install new circuit and switch in bathroom for vent fan so that fan and light work separately. Install 3 GFIC protected receptacles in kitchen and 3 on exterior. If refrigerator receptacle cannot be separated from GFIC control, install dedicated circuit and receptacle for refrigerator. Replace refrigerator with new Energy Star rated 18 cu. ft. refrigerator with icemaker. Connect existing water supply line to new refrigerator.	Various	
003	Windows	Replace all windows.	All	
004	Steps	Install new PT wood steps for front and rear entrances. Use minimum 3 stringers based on concrete foundation. Use existing concrete if	Front and Rear	

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

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

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be X occupied; vacant for 60 days.

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

Company Name _____
Contractor's Name (Print Name) _____
Contractor's Signature _____
Contractor's Address _____
Contractors License # _____
Contractor's Phone Number _____

OFFICIAL USE ONLY

DATE SUBMITTED	_____	DATE ACCEPTED	_____
BID OPENED BY	_____	WITNESSED BY	_____
DATE OPENED	_____	TIME	_____
WORK WRITE-UP PREPARED BY	Jay Moseley	Date	5/17/2013

Owner Signature _____
Co-Owner Signature _____
Contractor's Signature _____

**TAYLOR COUNTY
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Owner: Johnnie Bell Lauria

Address: 511 S. Warner Ave. – Perry

Mailing Address: 509 S. Warner Ave. – Perry, FL 32341

Phone #: 850-584-7426 Code 6363

Parcel # 05242-000

Date May 17, 2013

:

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Foundation	Replace all piers with new piers, repair or sister replacement materials for all deteriorated sills, joists and other support members while leveling floor as much as possible without damaging walls, ceilings, windows, doors and roof. Replace deteriorated floor decking in kitchen area.	All	
002	Steps	Replace front steps with new PT wood steps with minimum 3 stringers based on concrete foundation. Install handrails on both sides of steps.	Front	
003	Cabinets	Replace kitchen cabinets with same footage including new countertops.	Kitchen	
004	Plumbing	Replace kitchen sink.	Kitchen	
005	Flooring	Replace vinyl flooring in kitchen.	Kitchen	

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

Page 2 of 3

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

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Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be X occupied; vacant for 60 days.

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Company Name _____
Contractor's Name (Print Name) _____
Contractor's Signature _____
Contractor's Address _____
Contractors License # _____
Contractor's Phone Number _____

OFFICIAL USE ONLY

DATE SUBMITTED	_____	DATE ACCEPTED	_____
BID OPENED BY	_____	WITNESSED BY	_____
DATE OPENED	_____	TIME	_____
WORK WRITE-UP PREPARED BY	Jay Moseley	Date	5/17/2013

Owner Signature _____
Co-Owner Signature _____
Contractor's Signature _____

2E

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Request for approval of Board Chairperson signature on contracts with Southern Property Pest Control for service on four county owned buildings.

MEETING DATE REQUESTED:

June 3, 2013

Statement of Issue: Request for Board Chairperson signature on contracts with Southern Property Pest Control for service on four county owned buildings.

Recommendation: Approve chairperson signature.

Fiscal Impact: Base cost of \$ 1,473 per year

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: County staff prepared quote request sheets for pest control services to the Courthouse, Driver's License Office, Steinhatchee Community Center, and Historical Society Building. The quote sheets were mailed to The Roach Coach Inc., Terminix International, Live Oak Pest Control, Southern Property, Orkin Pest Control and Florida Pest Control, with a submittal deadline of May 17, 2013. Staff received four responses to the quote requests. The responses were submitted by Terminix, Southern Property, Orkin Pest Control and Live Oak Pest Control. The quote amounts were as follows:

	COURTHOUSE	HISTORICAL		STEINHATCHEE		DRIVER'S LICENSE	
	GENERAL	GENERAL	TERMITE INSPECT	GENERAL	TERMITE INSPECT	GENERAL	TERMITE INSPECT
TERMINIX:	\$576	\$576	\$0	\$576	\$0	\$576	\$0
SOUTHERN PROP:	\$700	\$210	\$50	\$260	\$70	\$210	\$50
ORKIN:	\$588	\$408	\$0	\$468	\$0	\$348	\$0
LIVE OAK PEST:	\$720	\$240	\$85	\$240	\$170	\$240	\$85

TOTALS	GENERAL	TERMITE INSPECTION	GRAND TOTAL
TERMINIX:	\$2,304	\$0	\$2,304
SOUTHERN PROP:	\$1,380	\$170	\$1,473
ORKIN:	\$1,812	\$0	\$1,812
LIVE OAK PEST:	\$1,440	\$340	\$1,780

The lowest quoted price for both general pest control and total cost including termite inspection was Southern Property. Southern Property was also the only local vendor; therefore, it was not necessary to calculate a local vendor preference.

County staff prepared individual three year contracts for each of the four locations and respectfully requests Board approval for Chairperson Signature on the contracts.

Options:

1. Approve Chairperson Signature.
2. Deny Chairperson Signature.

Attachments

1. Copies of contracts.

CONTRACT FORM

This contract made the 7th day of June, 2013 between **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and **SOUTHERN PROPERTY HOME INSPECTION**, 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 perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the **TAX COLLECTOR / DRIVER'S LICENSE OFFICE PEST CONTROL TREATMENT**. The Contractor agrees to provide all materials in association with the Pest Control Treatment in accordance with the quote submitted by Southern Property Home Inspection for the project and clean up and legally dispose of all associated trash and debris. The following is a general description of the project elements:

Provide monthly treatment for all rooms in the Tax Collector's / Driver's License Office Building, located at 2277 North US 19, Perry, Florida 32347, for General Household Pests; such as ants, roaches, mice, silverfish, etc., treat problem areas as needed and provide annual Termite inspection. Contractor shall employ sufficient staff to complete task and will ensure that such employees are easily identified by readily recognizable means, such as uniforms designating a corporate logo and the employee's name or picture bearing the signature of a corporate principle. Contractor will provide all equipment, pesticides, and other supplies necessary to correctly perform the contract work according to industry standards. Contractor shall comply with any and all state and federal laws and regulations relating to exterminating services.

Staff: the Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.)

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of \$ **210.00** per year for general pest control and \$ **50.00** per year for termite inspection. Termite treatment, when deemed necessary, shall require a separate Purchase Order based on an amount agreed upon by the contractor and Taylor County. General household Pest problem areas requiring treatment in addition to the normal thirty (30) day interval shall be provided at no additional charge.

3. **DURATION OF CONTRACT.** The Contract shall take effect upon final execution and terminate 3 (three) years from that date. This contract shall not be extended for more than six (6) months, unless otherwise agreed in writing.

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

5. **TERMINATION OF CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented. Work performed payment will be based on bid item prices, which include or should have included profit and overhead. No profit or overhead will be allowed for work not performed.

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

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

6. DEFAULT OF CONTRACT. If the Contractor fails to begin the work detailed under the Contract, 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 discontinues the prosecution of 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. **PRESERVATION OF PROPERTY.** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

8. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or 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 maintain general liability insurance of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence, **and list the County as additionally insured under the contractor's coverage.**

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

10. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation Insurance 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. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

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

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

13. **COMPONENT 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 Contractors proposal

(b) 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 list enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

14. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: Taylor County Facilities Maintenance

Department, 201 East Green Street, Perry, Florida 32347, telephone number (850) 838-3500,

Ext. 1.

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

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____, 2013.

WITNESSES:

TAYLOR COUNTY

Pam Feagle
Chairperson

ATTEST: _____
ANNIE MAE MURPHY

WITNESSES:

CONTRACTOR

Southern Property Home Inspection

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, _____, who is personally known to me and who did not take an oath.

NOTARY PUBLIC

My Commission Expires: _____

CONTRACT FORM

This contract made the 7th day of June, 2013 between **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and **SOUTHERN PROPERTY HOME INSPECTION**, 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 perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the **TAYLOR COUNTY HISTORICAL SOCIETY PEST CONTROL TREATMENT**. The Contractor agrees to provide all materials in association with the Pest Control Treatment in accordance with the quote submitted by Southern Property Home Inspection for the project and clean up and legally dispose of all associated trash and debris. The following is a general description of the project elements:

Provide monthly treatment for all floors, rooms and offices in the Taylor County Historical Society building, located at 118 East Main Street, Perry, Florida 32347, for General Household Pests; such as ants, roaches, mice, silverfish, etc., treat problem areas as needed and provide annual termite inspection. Contractor to employ sufficient staff to complete task and will ensure that such employees are easily identified by readily recognizable means, such as uniforms designating a corporate logo and the employee's name or picture bearing the signature of a corporate principle. Contractor will provide all equipment, pesticides, and other supplies necessary to correctly perform the contract work according to industry standards. Contractor shall comply with any and all state and federal laws and regulations relating to exterminating services.

Staff: the Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.)

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of \$ **210.00** per year for general pest control and **\$50.00** per year for termite inspection. Termite treatment, when deemed necessary, shall require a separate Purchase Order based on an amount agreed upon between the contractor and Taylor County. General household Pest problem areas requiring treatment in addition to the normal thirty (30) day interval shall be provided at no additional charge.

3. **DURATION OF CONTRACT.** The Contract shall take effect upon final execution and terminate 3 (three) years from that date. This contract shall not be extended for more than six (6) months, unless otherwise agreed in writing.

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

5. **TERMINATION OF CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented. Work performed payment will be based on bid item prices, which include or should have included profit and overhead. No profit or overhead will be allowed for work not performed.

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

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

6. DEFAULT OF CONTRACT. If the Contractor fails to begin the work detailed under the Contract, 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 discontinues the prosecution of 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. **PRESERVATION OF PROPERTY.** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

8. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or 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 maintain general liability insurance of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence, **and list the County as additionally insured under the contractor's coverage.**

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

10. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation Insurance 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. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

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

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

13. COMPONENT 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 Contractors proposal

(b) 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 list enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

14. AUTHORIZED PERSONNEL. The Contractor is to contact the following for any correspondence or questions regarding this project: Taylor County Facilities Maintenance

Department, 201 East Green Street, Perry, Florida 32347, telephone number (850) 838-3500,

Ext. 1.

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

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____, 2013.

WITNESSES:

TAYLOR COUNTY

Pam Feagle
Chairperson

ATTEST: _____
ANNIE MAE MURPHY

WITNESSES:

CONTRACTOR

Southern Property Home Inspection

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, _____, who is personally known to me and who did not take an oath.

NOTARY PUBLIC
My Commission Expires: _____

CONTRACT FORM

This contract made the 7th day of June, 2013 between **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and **SOUTHERN PROPERTY HOME INSPECTION**, 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 perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the **COURTHOUSE PEST CONTROL TREATMENT**. The Contractor agrees to provide all materials in association with the Pest Control Treatment in accordance with the quote submitted by Southern Property Home Inspection for the project and clean up and legally dispose of all associated trash and debris. The following is a general description of the project elements:

Provide monthly treatment for all floors and offices in the County Courthouse located at 108 N. Jefferson street, Perry, Florida 32347, for General Household Pests; such as ants, roaches, mice, silverfish, etc. and treat problem areas as needed. Contractor will provide all equipment, pesticides, and other supplies necessary to correctly perform the contract work according to industry standards. Contractor shall comply with any and all state and federal laws and regulations relating to exterminating services.

Staff: the Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.)

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of \$ 700.00 per year to be paid on a monthly basis. Problem areas requiring treatment in addition to the normal thirty (30) day interval shall be provided at no additional charge.

3. **DURATION OF CONTRACT.** The Contract shall take effect upon final execution and terminate 3 (three) years from that date. This contract shall not be extended for more than six (6) months, unless otherwise agreed in writing.

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

5. **TERMINATION OF CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented. Work performed payment will be based on bid item prices, which include or should have included profit and overhead. No profit or overhead will be allowed for work not performed.

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

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

6. DEFAULT OF CONTRACT. If the Contractor fails to begin the work detailed under the Contract, 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 discontinues the prosecution of 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. PRESERVATION OF PROPERTY. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

8. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or 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 maintain general liability insurance of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence, and list the County as additionally insured under the contractor's coverage.

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

10. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation Insurance 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. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

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

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

13. **COMPONENT 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 Contractors proposal

(b) 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 list enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

14. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: Taylor County Facilities Maintenance Department, 201 East Green Street, Perry, Florida 32347, telephone number (850) 838-3500, Ext. 1.

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

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day
of _____, 2013.

WITNESSES:

TAYLOR COUNTY

Pam Feagle
Chairperson

ATTEST: _____
ANNIE MAE MURPHY

WITNESSES:

CONTRACTOR

Southern Property Home Inspection

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____,
2013, _____, who is personally known to me and
who did not take an oath.

NOTARY PUBLIC
My Commission Expires: _____

CONTRACT FORM

This contract made the 7th day of June, 2013 between **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and **SOUTHERN PROPERTY HOME INSPECTION**, 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 perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the **STEINHATCHEE COMMUNITY CENTER PEST CONTROL TREATMENT**. The Contractor agrees to provide all materials in association with the Pest Control Treatment in accordance with the quote submitted by Southern Property Home Inspection for the project and clean up and legally dispose of all associated trash and debris. The following is a general description of the project elements:

Provide monthly treatment for all rooms in the Steinhatchee Community Center, located at 1013 Riverside Drive SE, Steinhatchee, Florida 32359, and the small library structure located on the same site, for General Household Pests; such as ants, roaches, mice, silverfish, etc., treat problem areas as needed and provide annual Termite inspection. Contractor to employ sufficient staff to complete task and will ensure that such employees are easily identified by readily recognizable means, such as uniforms designating a corporate logo and the employee's name or picture bearing the signature of a corporate principle. Contractor will provide all equipment, pesticides, and other supplies necessary to correctly perform the contract work according to industry standards.

Contractor shall comply with any and all state and federal laws and regulations relating to exterminating services

Staff: the Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.)

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of \$ 260.00 per year for general pest control and \$70.00 per year for termite inspection. Termite treatment, when deemed necessary, shall require a separate Purchase Order based on an amount agreed upon between the contractor and Taylor County. General household Pest problem areas requiring treatment in addition to the normal thirty (30) day interval shall be provided at no additional charge.

3. **DURATION OF CONTRACT.** The Contract shall take effect upon final execution and terminate 3 (three) years from that date. This contract shall not be extended for more than six (6) months, unless otherwise agreed in writing.

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

5. **TERMINATION OF CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented. Work performed payment will be

based on bid item prices, which include or should have included profit and overhead. No profit or overhead will be allowed for work not performed.

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

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

6. DEFAULT OF CONTRACT. If the Contractor fails to begin the work detailed under the Contract, 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 discontinues the prosecution of 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. PRESERVATION OF PROPERTY. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

8. HOLD HARMLESS AND INSURANCE. To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or 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 maintain general liability insurance of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence, and list the County as additionally insured under the contractor's coverage.

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

10. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation Insurance 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. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

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

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

13. **COMPONENT 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 Contractors proposal

(b) 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 list enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

14. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: Taylor County Facilities Maintenance Department, 201 East Green Street, Perry, Florida 32347, telephone number (850) 838-3500, Ext. 1.

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

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____, 2013.

WITNESSES:

TAYLOR COUNTY

Pam Feagle
Chairperson

ATTEST: _____
ANNIE MAE MURPHY

WITNESSES:

CONTRACTOR

Southern Property Home Inspection

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, _____, who is personally known to me and who did not take an oath.

NOTARY PUBLIC
My Commission Expires: _____

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

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III
STEPHEN F. "BUDDY" MURPHY

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

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

May 28, 2013

VIA E-MAIL AND REGULAR MAIL

Mr. Jack Brown
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Three (3) Contracts for Pest Control (Steinhatchee Center, Taylor County Courthouse,
Driver's License Office)

Dear Jack:

I have reviewed the three Contracts that were e-mailed to me on 5/20/13.

They look okay to me.

Note: I didn't receive one on the Historical Society.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mac Murphy

2F

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve holding a public hearing to consider a Right-of-Way abandonment application submitted by Walter D. Rowell.

MEETING DATE REQUESTED:

June 3, 2013

Statement of Issue: Approve a public hearing to consider a request to abandon a portion of McLean Street and Live Oak Street in the Hendry Addition, Town of Shady Grove.

Recommendation: Approve holding public hearing.

Fiscal Impact:

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Walter D. Rowell submitted a Right-of-Way abandonment application to the Planning Department on May 17, 2013. The application consists of a request to close a portion of Mclean Street and Live Oak Street in the Hendry Addition, Town of Shady Grove Subdivision. The portions of the streets contained in the request are adjacent to Block 11 of the subdivision and Mr. Rowell owns all abutting parcels.

Staff respectfully requests the Board approve holding a public hearing at 5:35 p.m., on July 1, 2013, to consider the application.

Options:

1. Approve public hearing request.
2. Deny public hearing request.

Attachments:

1. Copy of application.
2. Location map.
3. Draft public notice.
4. Draft resolution notice.
5. Draft resolution.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

RIGHT OF WAY ABANDONMENT PETITION

FEE: \$250.00 DATE: 5/15/2013 RECEIPT #: 1091

ROAD NAME: McLean Street & Live Oak Street (part)

PHYSICAL LOCATION: Hendry Addition in Town of Shady Grove, Taylor County, Florida

APPLICANT: Walter D. Rowell

ADDRESS: County Rd 178

PHONE #: (850) 584-4516

ADJOINING PROPERTY OWNER(S)

NAME: None SIGNATURE: N/A

ADDRESS: N/A PHONE: N/A

NAME: _____ SIGNATURE: _____

ADDRESS: _____ PHONE: _____

NAME: _____ SIGNATURE: _____

ADDRESS: _____ PHONE: _____

NAME: _____ SIGNATURE: _____

ADDRESS: _____ PHONE: _____

PETITION TYPE

Plat: _____ Portion of plat: X Right-of-way: X Public easement: _____

Public interest in private right-of-way: _____

ATTACH COMPLETE LEGAL DESCRIPTION OF PORTION OF ROAD TO BE CLOSED.

ATTACH LEGAL DESCRIPTION OF EACH PORTION OF ROAD THAT WILL GO TO EACH ADJOINING PROPERTY OWNER.

ATTACH MINIMUM 8" X 11" OR 11" X 17" DRAWING CLEARLY SHOWING THE LOCATION OF THE PETITION SITE IN RELATION TO THE NEAREST PUBLIC RIGHT-OF-WAY AND AFFECTED PROPERTIES.

ATTACH A STATEMENT DETAILING THE RELEVANT REASONS IN SUPPORT OF THE REQUEST AND GRANTING OF THE PETITION.

STATEMENT

To the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other property in the area or subdivision:

SIGNATURE: Walter D. Rowell

NOTE

ACCESS TO WATER: no right-of-way, road, street or public accessway giving access to any publicly accessible waters in the County shall be closed, vacated or abandoned, except in those instances wherein the:

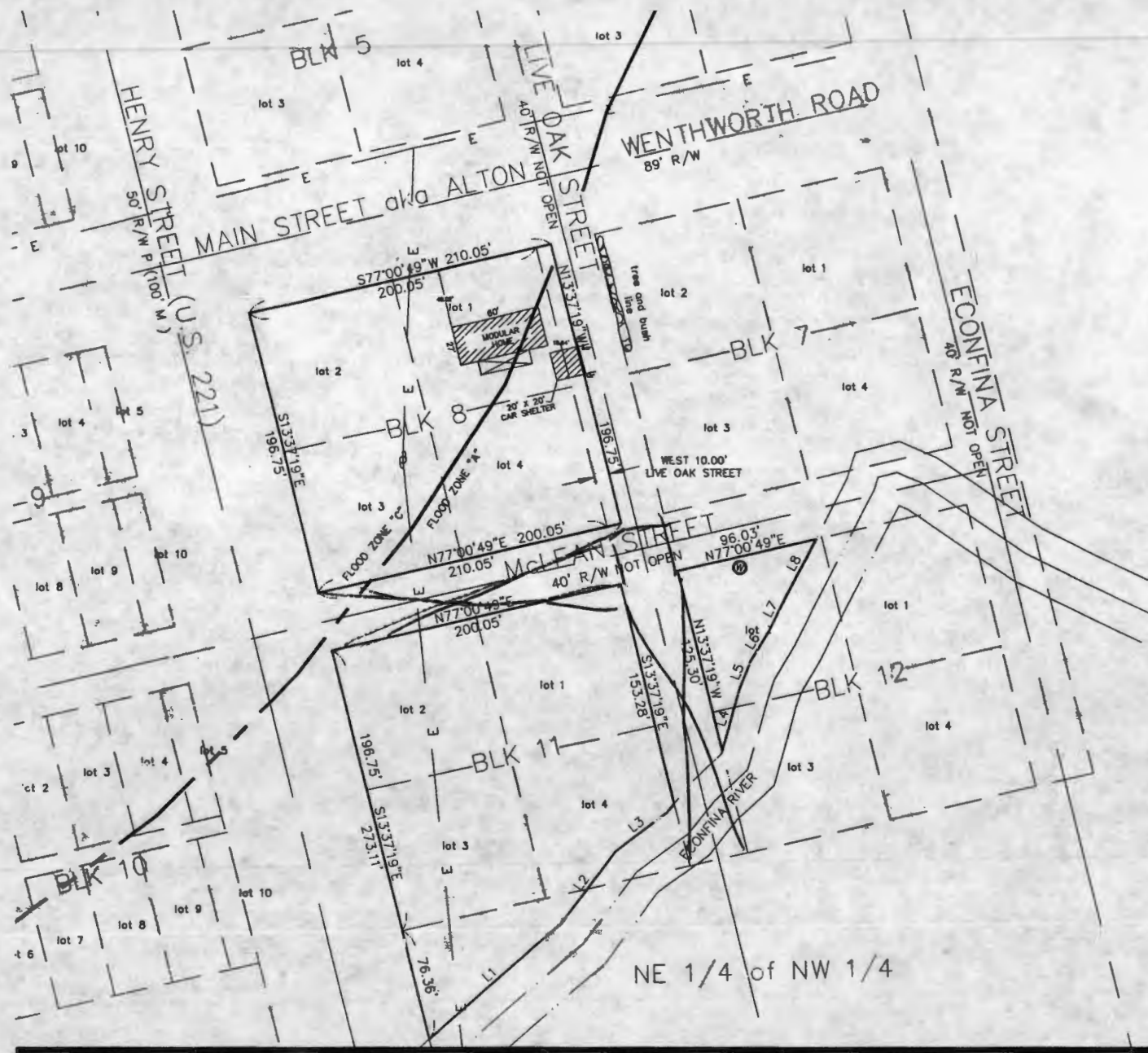
1. Right-of-way does not benefit the public and/or there is no adequate parking to facilitate the use of the right-of-way and it is not a burden upon the county; or
2. Petitioner offers to trade or give to the County comparable land for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the direction of the Board of County Commissioners.

SUBMITTED BY: Walter D. Rowell
Print Name

SIGNATURE: Walter D. Rowell

MCLEAN STREET FROM US 221 TO LIVE OAK STREET, BETWEEN BLOCK 8 AND BLOCK 11, AND LIVE OAK STREET FROM MCLEAN STREET TO THE SOUTH END OF BLOCK 11. ALL STREETS AROUND BLOCK 11 EXCEPT US 221 IN THE HENDRY ADDITION OF THE TOWN OF SHADY GROVE IN TAYLOR COUNTY FLORIDA.

THERE IS NO PARKING IN THE AREA AT OR AROUND THE END OF LIVEOAK STREET.





NOTICE OF PROCEDURES FOR THE CLOSING OF STREETS, THOROUGHFARES AND ALLEYS

TO WHOM IT MAY CONCERN:

You will take notice that the Board of County Commissioners of Taylor County, Florida, upon the petition of certain of the adjacent landowners to hereinafter described property, will at **5:35 p.m.** on the **1st** day of **July**, 2013 at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, 32347, consider and determine whether the County will vacate, abandon, close and will renounce and disclaim any and all right of the County and public in and to all street, thoroughfares and alleys which run over, upon or through the following described lots, blocks, pieces or parcels of land, lying and being in Taylor County, Florida, and described as follows:

DESCRIPTION:

A part of McLean Street and Live Oak Street, as shown on the plat of Hendry Addition, Town of Shady Grove Subdivision, being more particularly described as follows:

MCLEAN STREET FROM US 221 TO LIVE OAK STREET, BETWEEN BLOCK 8 AND BLOCK 11, AND LIVE OAK STREET FROM MCLEAN STREET TO THE SOUTH END OF BLOCK 11. ALL STREETS AROUND BLOCK 11 EXCEPT US 221 IN THE HENDRY ADDITION OF THE TOWN OF SHADY GROVE IN TAYLOR COUNTY, FLORIDA.

A copy of the petition is available to the public at the Planning Department of Taylor County during regular business hours.

Notice is also given pursuant to Florida Statute 286.105, that any persons deciding to appeal any matter considered at this public hearing will need a record of the meeting 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.

This hearing may be continued from time to time as may be necessary.

This Notice shall be mailed to property owners within 500 feet of the property directly affected and whose address is known by reference to the latest approved ad valorem tax roll.

NOTICE

NOTICE is hereby given that the Board of County Commissioners, Taylor County, Florida, did at their regular meeting held on Monday, July 1, 2013, after due and proper Notice of Public Hearing, close and abandon that certain portion of or part of the street, alley, or road, located in Taylor County Florida, on behalf of Walter D. Rowell, whose address is 12530 Morris Steen Rd, Greenville, Florida 32331, as evidenced by the below Resolution in compliance with Chapter 336.10 Florida Statutes:

RESOLUTION

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

1. That, pursuant to the Notice of Proceedings for Closing of a Street duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 5:35 o'clock p.m. on the 1st day of July, A.D. 2013, to consider and determine whether or not the County would vacate, abandon, discontinue, and close that certain road in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing that certain road herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.

2. That, the certain road herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in that certain road in Taylor County, Florida, more particularly described as:

MCLEAN STREET FROM US 221 TO LIVE OAK STREET, BETWEEN BLOCK 8 AND BLOCK 11, AND LIVE OAK STREET FROM MCLEAN STREET TO THE SOUTH END OF BLOCK 11. ALL STREETS AROUND BLOCK 11 EXCEPT US 221 IN THE HENDRY ADDITION OF THE TOWN OF SHADY GROVE IN TAYLOR COUNTY, FLORIDA.

3. This resolution shall take effect when the original hereof, together with a copy of the proof of publication of the adopted Resolution has been filed with the Clerk of the Circuit Court for recording in the Public Records of Taylor County, Florida.

DULY ADOPTED in regular session, this 1st day of July, A.D., 2013

RESOLUTION

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

1. That, pursuant to the Notice of Proceedings for Closing of a Street duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 5:35 o'clock p.m. on the 1st day of July, A.D. 2013, to consider and determine whether or not the County would vacate, abandon, discontinue, and close that certain road in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing that certain road herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.

2. That, the certain road herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in that certain road in Taylor County, Florida, more particularly described as:

MCLEAN STREET FROM US 221 TO LIVE OAK STREET, BETWEEN BLOCK 8 AND BLOCK 11, AND LIVE OAK STREET FROM MCLEAN STREET TO THE SOUTH END OF BLOCK 11. ALL STREETS AROUND BLOCK 11 EXCEPT US 221 IN THE HENDRY ADDITION OF THE TOWN OF SHADY GROVE IN TAYLOR COUNTY, FLORIDA.

3. This resolution shall take effect when the original hereof, together with a copy of the proof of publication of the adopted Resolution, has been filed with the Clerk of the Circuit Court for recording in the Public Records of Taylor County, Florida.

DULY ADOPTED in regular session, this 1st day of July, A.D., 2013.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

(Seal)

By: _____

Pam Feagle, Chairperson

ATTEST:

Annie Mae Murphy, Clerk

APPROVED AS TO FORM

County Attorney

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER THE PROPOSED RENEWAL OF THE COUNTY HEALTHCARE PROGRAM PROVIDED BY UNITED HEALTHCARE

MEETING DATE REQUESTED:

JUNE 3, 2013

Statement of Issue:

THE BOARD TO DISCUSS AND CONSIDER ACTION REGARDING THE RENEWAL OF THE COUNTY'S HEALTH INSURANCE PROGRAM

Recommended Action:

Fiscal Impact:

\$1,306,271 (PROPOSED)

Budgeted Expense:

YES

Submitted By:

JACK BROWN, COUNTY ADMINISTRATOR

Contact:

838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE COUNTY MUST RENEW IS HEALTH INSURANCE CONTRACT AND RATES EACH YEAR. THIS YEAR UNITED HEALTHCARE HAS PROPOSED A 14% RATE INCREASE TO RENEW. THE 14% INCREASE EQUATES TO A \$40,000 REDUCTION IN PREMIUMS PAID BY THE BOARD IN FY 2012 AND A \$150,000 REDUCTION IN PREMIUMS HAD THE BOARD CONTINUED COVERAGE WITH PUBLIC RISK MANAGEMENT.

Options:

**APPROVE RENEWAL WITH UNITED HEALTHCARE
INSTRUCT STAFF TO SOLICIT PROPOSALS**

Attachments:

TAYLOR COUNTY 2013 MEDICAL RENEWAL PROPOSAL

Taylor County 2013 Medical Renewal

Albritton Insurance Services, LLC

Baseline

2012 PRM	UHC	Variance
\$ 1,340,792.64	\$ 1,145,851.32	\$ 194,941.32 savings in 2012
2013 8.6% increase(historic)	34% (estimated)	
Projection \$ 1,456,100.81	\$ 1,535,440.77	\$ (79,339.96) above market of previous carrier

Maximum Rate Increase on Previous Market	Multiple 127.1%	27.1% 2013 rate increase before surpassing
2013 \$ 1,456,100.81	\$ 1,456,100.81	2013 projected previous carrier market
		UHC estimated 34%

2013

Data

loss ratio	111.70%	Before Risk Pooling Adjustment
Adj LR	87.30%	After Risk Pooling Adjustment
ACA target MLR	85.00%	ACA target Medical Loss Ratio
ACA additional costs	2.90%	3.8% annual but prorated because of 10/1 renewal
Trend (UHC)	12.00%	UHC for Taylor County
Trend (Nat)	7.50%	PWC - National Average (Not Florida)
Trend (Comp)	10.80%	Florida Blue in Dixie County

UHC Justified Increase	17.20%	Adj LR above ACA MRL + ACA costs + Trend
UHC Final Offer	14.00%	3.2% below justified increase and 13.1% below previous carrier trend

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve proposed budget for the 2014-2015 Florida Department of State Cultural Facilities Grant Program application requesting funding assistance for the rehabilitation of Forest Capital Hall and the following documents required to be submitted: Submission/Support Letter, Unrestricted Use Letter, Rural Economic Development Initiative (REDI) Waiver Request, and Resolution of Match.

MEETING DATE REQUESTED:

June 3, 2013

Statement of Issue: Board to review and approve proposed budget for the rehabilitation of Forest Capital Hall and documents required with the submission of the 2014-2015 Cultural Facilities Grant Program application.

Recommended Action: Approve budget and application documents.

Fiscal Impact: The grant requires a 2:1 match, however the Board of Commissioners is requesting a waiver of the match to a 1:1 match through the Rural Economic Development Initiative (REDI). The proposed budget is \$442,272 however the Perry/Taylor County Chamber of Commerce has already expended \$11,172 on stage improvements which can be used as an "In Kind" match. The proposed budget balance is \$431,100. Taylor County is requesting funding assistance in the amount of \$215,550 and will be required to provide a match of \$215,550. Bed tax funds can be used for the match as previously discussed at the April 1 and April 16, 2013 Board meetings. Match funds will not be needed until after July 1, 2014 if the County is awarded a grant through the Cultural Facilities Program. The County will not know if the program is funded until after the Legislature and Governor approves the FY 2014-2015 budget in May 2014.

Budgeted Expense: Y/N See Above

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Public Hearings were held at the April 1 and April 16, 2013 Board meetings to discuss the 2014-2015 Cultural Facilities Grant Program. The Board approved moving forward with submitting grant application for the

rehabilitation of Forest Capital Hall. The grant application will be requesting funding assistance for the following: Sanitary Sewer Lift Station and Forcemain, installation of multi-use tear resistant flooring in the auditorium, rehabilitation of restroom facilities, installation of sprinkler system, rehabilitation of stage area including electrical and audio improvements, and installation of lift at stage offering handicap accessibility.

Attachments: Proposed Budget, REDI Waiver Request, Submission/Support Letter, Resolution of Match, Unrestricted Use Letter documenting the Board of Commissioners own, manage, and maintain Forest Capital Hall. Also attached are letters of support obtained for the project and application budget information.

Forest Capital Hall Project Budget

Installation of Sprinkler System	\$65,000.00
Installation of Auditorium Flooring	\$65,000.00
General Design, Engineering, and Permitting	\$19,000.00
Rehabilitation of Restrooms	\$126,000.00
Sewer Service Installations, including survey work	\$83,100.00
Stage Improvements, which include stage expansion, lighting and electrical upgrades, audio upgrades, replace stage curtains, and handicap accessibility lift	\$84,172.00
Total Project Cost:	\$442,272.00
"In Kind" Match provided by Chamber of Commerce, replacing stage curtains	\$11,172.00
REMAINING PROJECT BUDGET	\$431,100.00

Grant Request \$215,550.00

Match Required \$215,550.00



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

JACK R. BROWN, 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

Upon motion of Commissioner _____ with second by Commissioner _____ and a vote of _____ the Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

WHEREAS, Florida Department of State, Florida Division of Cultural Affairs established the Cultural Facilities Grant Program, and

WHEREAS, The Board of County Commissioners, Taylor County, Florida is eligible to receive a grant awarded under this program to improve the County's cultural facilities for its citizens and the many visitors and tourists to the area, and

WHEREAS, The Board authorizes Pam Feagle, Chairperson or Jack Brown, County Administrator to file and execute any contracts or documents and apply for and administer a grant on behalf of the applicant, requesting funding assistance for the rehabilitation of Forest Capital Hall.

WHEREAS, The Board of County Commissioners of Taylor County certifies that the Forest Capital Hall rehabilitation project is included on the Capital Improvements Plan of the Taylor County Comprehensive Plan, and a match of \$215,550 will be available for the project upon execution of a grant contract with the Florida Division of Cultural Affairs.

THEREFORE BE IT RESOLVED,

1. The Taylor County Board of County Commissioners is eligible to submit grant application for funding assistance to the Florida Department of Cultural Affairs, Cultural Facilities Program for improvements to and the rehabilitation of Forest Capital Hall.
2. The Taylor County Board of County Commissioners support grant application to the Cultural Facilities Grant Program for improvements to and the rehabilitation of Forest Capital Hall and will provide a 1:1 Cash Match upon execution of a grant contract.

Done and Ordered In regular session at Perry, Florida this 3rd day June of 2013, A.D.

**Board of County Commissioners
Taylor County, Florida**

Attest: _____
Annie Mae Murphy, Clerk

By: _____
Pam Feagle, Chairperson



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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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

May 22, 2013

Florida Division of Cultural Affairs
RA Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Attn: Elsie Rogers
Grant Specialist V

Re: Forest Capital Hall

Dear Ms. Rogers:

Taylor County Board of Commissioners respectfully submits grant application to the Department of Cultural Affairs, Cultural Facilities Grant Program. We are requesting funding assistance for the rehabilitation of Forest Capital Hall.

Forest Capital Hall is the only public facility in Taylor County which has a multi-use auditorium hosting events ranging from concerts, pageants, theatrical performances, art shows, floral design, to numerous children's programs. The improvements and upgrades to the facility are desperately needed. As you will note from the letters of support included in the grant application attachments, there is a great deal of support for the project.

If we can provide any additional information or documentation of support for the project, please contact Melody Cox, our Grants Director at 850-838-3553. Miss Cox will provide any additional information needed immediately. Thank you for your consideration of our request for funding assistance.

Respectfully,

Pam Feagle
Chairman



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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Post Office Box 620
Perry, Florida 32348
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Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

May 22, 2013

Florida Division of Cultural Affairs
RA Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Attn: Elsie Rogers
Grant Specialist V

Re: Forest Capital Hall

Dear Ms. Rogers:

Taylor County Board of County Commissioners owns, manages, and maintains Forest Capital Hall located in Perry, Florida. With this, the Board of Commissioners has unrestricted use of the property and the building. Documentation of ownership is attached.

Forest Capital Hall is open and accessible to all members of the public regardless of sex, race, color, national origin, religion, disability, age, or marital status. A priority of the rehabilitation project is to make improvements to the facility to ensure the facility is readily accessible to those with disabilities.

Thank you for your consideration of our grant application requesting funding assistance for Forest Capital Hall.

Sincerely,

Pam Feagle
Chairman



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(850) 584-2433 Fax

May 22, 2013

Florida Division of Cultural Affairs
RA Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Attn: Elsie Rogers
Grant Specialist V

Re: REDI Waiver Request

Dear Ms. Rogers:

Taylor County Board of County Commissioners respectfully requests a reduction of the 2:1 grant match to a match of 1:1. Taylor County is eligible for the waiver as a designated Rural Economic Development Initiative (REDI) county. Documentation of the designation is an attachment to this waiver request.

If you should need any additional information in reference to our request, please contact our Grants Director, Melody Cox at 850-838-3553. Ms. Cox will be pleased to provide any information you may need. Thank you for your consideration of our waiver request.

Respectfully,

Pam Feagle
Chairman



428 N. Jefferson St.
P.O. Box 1062
Perry, Florida 32348

Phone (850) 584-8733
Fax (850) 584-8732

May 14, 2013

**Taylor County BOCC
201 East Green Street
Perry, Florida 32347**

RE: Forest Capital Hall

Dear Board of County Commissioners:

The Florida Forest Festival will soon be celebrating 60 years in existence in Taylor County. Our board was excited to hear that the County Grant Coordinator would be applying for a grant to rehabilitate Forest Capital Hall and on behalf of our board; I'd like to extend our full support.

This facility has been a focal point and has been at the center of this event for many years. Our event has an estimated economic impact of over \$500,000.00 to the local economy and the rehabilitation of this facility would help us grow and expand our event.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Olcott", is written over a horizontal line.

**Rick Olcott
Chairman of the Board**



ONE BUCKEYE DRIVE
PERRY, FLORIDA 32348-7702

May 20, 2013

Taylor County Board of Commissioners
201 East Green Street
Perry, Florida 32347

Re: Forest Capital Hall grant application

Dear Board of Commissioners:

Thank you for taking the initiative to rehabilitate and enhance Forest Capital Hall.

This facility plays an important role in community life in Taylor County. For over 40 years, Forest Capital Hall has hosted the Florida Forest Festival, concerts, theatrical presentations, children's activities, town hall meetings, and educational programs.

As the largest public meeting space in the county, Forest Capital Hall is an economic development resource. The proposed modernization of the restrooms, and planned improvements to the flooring and stage, will make the hall more useable for residents and visitors alike – and create a more powerful tourism development tool.

Buckeye supports the Commission's decision to apply for funding from the Florida Cultural Facilities Grant Program.

Again, thank you for your work to improve Forest Capital Hall for the benefit of our community.

Sincerely,

A handwritten signature in black ink that reads "Robert L. Cate". The signature is stylized, with the first name "Robert" written in a cursive-like script, followed by a large "L" and the last name "Cate" in a similar script.

Robert L. Cate
Plant Technology Manager



224 South Jefferson Street, Perry, FL. 32347-3235

850-584-7161

May 16, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. The site is host to numerous events which have a huge economic impact on the community. Events held there have helped boost the local economy. During these tough economic times, a small county like Taylor County depends on these types of events to increase our overall tax base for our area.

For over 40 years, Forest Capital Hall has been the pride of this community and the only facility we have which can be used for events ranging from concerts, festivals, theatrical presentations, to children's activities. Rehabilitation of the stage, restroom facilities, and flooring upgrades will open up additional opportunities for community events as well as tourism and economic development.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Brown", is written over the "Sincerely," text.

Bob Brown, City Manager

DOCTORS' MEMORIAL HOSPITAL

May 15, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. The site is host to numerous events which have a huge economic impact on the community. Events held there have helped boost the local economy. During these tough economic times, a small county like Taylor County depends on these types of events to increase our overall tax base for our area.

For over 40 years, Forest Capital Hall has been the pride of this community and the only facility we have which can be used for events ranging from concerts, festivals, theatrical presentations, to children's activities. Rehabilitation of the stage, restroom facilities, and flooring upgrades will open up additional opportunities for community events as well as tourism and economic development.

Sincerely,



Geri Forbes
Chief Executive Officer
Doctors' Memorial Hospital

Foley Timber and Land Company

1700 FOLEY LANE • PERRY, FLORIDA 32347 • (850) 838-2200

May 20, 2013

Taylor County Board of County Commissioners
201 E. Green Street
Perry, FL 32347

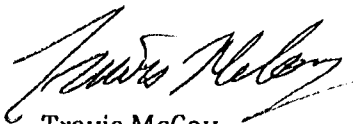
Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. Foley supports economic development and efforts aimed to improve the local economy.

For over 40 years, Forest Capital Hall has been a valuable asset to the community available for a wide range of events including the Florida Forest Festival. Businesses like Foley participate in direct support of these events to help make them available for the community. Rehabilitation of the stage, restroom facilities, and flooring upgrades will facilitate continuation of these events and additional opportunities for community events as well as tourism and economic development. These activities are important to the local economy and the community.

Sincerely,

A handwritten signature in black ink, appearing to read "Travis McCoy", written over a horizontal line.

Travis McCoy
SVP/Woodlands Manager



115 West Drew Street
PO Box 1120
Perry, FL 32347
Main: 801 772 7288
www.fairpoint.com

May 21, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. The site is host to numerous events which have a huge economic impact on the community. Events held there have helped boost the local economy. During these tough economic times, a small county like Taylor County depends on these types of events to increase our overall tax base for our area.

For over 40 years, Forest Capital Hall has been the pride of this community and the only facility we have which can be used for events ranging from concerts, festivals, theatrical presentations, to children's activities. Rehabilitation of the stage, restroom facilities, and flooring upgrades will open up additional opportunities for community events as well as tourism and economic development.

Sincerely,

Randy Newman
Operations Manager

3427 Puckett Road
Perry, Florida 32348

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Phone 850-584-3824
Fax 850-584-4217
woodswater@gtcom.net
www.woodswater.net

Since 1978

Patricia O. Pillow, Publisher
Aaron Portwood, Managing Editor

Declan Pillow, Editor
Claudette Cruse, Advertising Director

May 20, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. As you are aware, this site hosts numerous community events which have a huge economic impact on the local economy.

In addition to the annual Florida Forest Festival, Forest Capital Hall is or has served as the host facility for numerous local and statewide pageants and performances, the annual Pickin' in the Pines Bluegrass events, Blues & BBQ competition, Triple Crown BBQ event, Gold Wing Riders event, K-9 Dog Training Expo, Native American Pow-Wow and many more important events that boost the local economy.

During these tough economic times, a small county like Taylor County depends on these types of events to increase our overall tax base for our area.

For over 40 years, Forest Capital Hall has been the pride of this community and the only facility we have which can be used for events ranging from concerts, festivals, theatrical presentations, to children's activities. Rehabilitation of the stage, restroom facilities and flooring upgrades are vital to being able to continue to host these events, as well as opening up additional opportunities for tourism and economic development.

Sincerely,



Aaron Portwood
Managing Editor
Woods 'N Water Magazine
3427 Puckett Rd.
Perry, FL 32348
(850) 584-3824
aaron@woodswater.net
www.woodswater.net



May 15, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. The site is host to numerous events which have a huge economic impact on the community. Events held there have helped boost the local economy. During these tough economic times, a small county like Taylor County depends on these types of events to increase our overall tax base for our area.

For over 40 years, Forest Capital Hall has been the pride of this community and the only facility we have which can be used for events ranging from concerts, festivals, theatrical presentations, to children's activities. Rehabilitation of the stage, restroom facilities, and flooring upgrades will open up additional opportunities for community events as well as tourism and economic development.

Sincerely,

Marvin K. Brooks
Marvin K Brooks
Vice President

May 15, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

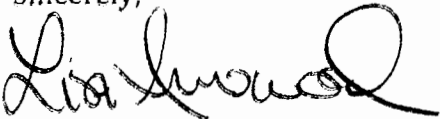
Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. The site is host to numerous events which have a huge economic impact on the community. Events held there have helped boost the local economy. During these tough economic times, a small county like Taylor County depends on these types of events to increase our overall tax base for our area. I have to go out of our County to a neighboring community to have our annual Dance recital due to the lack of facilities in Taylor County. I service many families in our County and we would love to have a facility in our own community to host such an event. I would love to keep the money I spend on this event in my own County.

For over 40 years, Forest Capital Hall has been the pride of this community and the only facility we have which can be used for events ranging from concerts, festivals, theatrical presentations, to children's activities. Rehabilitation of the stage, restroom facilities, and flooring upgrades will open up additional opportunities for community events as well as tourism and economic development.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Arrowood", with a large, stylized loop at the end.

Lisa Arrowood

Taylor Gymnastics Cheerleading and Dance



NORTH FLORIDA'S RISING STAR

May 20, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

On behalf of the TCDA board of directors please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. The site hosts numerous events that favorably impact our economy and thereby contributing to an increase of our overall tax base.

For over 40 years, Forest Capital Hall has played a major role in this community and is the only facility that can be utilized for multiple events. Rehabilitation of the; stage, restroom facilities, and flooring will create additional opportunities to host community events resulting in additional tourism and economic development activities.

With sincere regards,

Scott Frederick, Director
Taylor County Development Authority

TAYLOR COUNTY DEVELOPMENT AUTHORITY

103 E. Ellis St., Perry, FL 32348 | floridarisingstar.com | 850-584-5627



Southern Pines Blues & BBQ Festival

"The Blues BQ"

PO Box 892
Perry, Florida 32348
850-584-5366



May 14, 2013

BOCC - Taylor County
Attention: County Commission Chairperson
201 East Green Street
Perry, Florida 32347

RE: Support-Grant for Forest Capital Hall

Commissioner Feagle:

The Southern Pines Blues & BBQ Festival would like to offer our full support of the County Grant Coordinator applying for Florida Cultural Facilities Grant to restore Forest Capital Hall here in Perry. We have been fortunate to host one of the most prestigious BBQ Competitions in the entire State of Florida, the Triple Crown BBQ Competition Invitational. In addition, we have featured nationally recognized Blues performers at the event each year.

This event continues to grow each year. With the upgrades and renovation of the facility, the possibilities are endless. Thank you for this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Cline Moore".

Cline Moore
Event Committee Chair

The Perry-Taylor County
Chamber of Commerce

Dawn V. Taylor - President/Executive Director

428 N. Jefferson Street
Post Office Box 892
Perry, Florida 32348

Phone (850) 584-5366
Fax (850) 584-8030

E-mail: taylorchamber@gtcom.net
Web Page: www.taylorcountychamber.com



May 14, 2013

Taylor County BOCC
201 East Green Street
Perry, Florida 32347

RE: Grant Application – Forest Capital Hall

Dear Commission Chair Feagle:

On behalf of the Perry-Taylor County Chamber of Commerce, our board would like to offer our full support of the County Grant Coordinator applying for a grant to rehabilitate Forest Capital Hall. This site is host to many cultural events and festivals that the Chamber assists with each year. These events have a very positive economic impact on our County.

With the much needed improvements completed our organization could expand and enhance existing and new events in our area.

If you find that you are in need of additional information, please feel free to contact our office at any time. Thank you for your time and consideration.

Sincerely,

Dawn V. Taylor
President/Executive Director



May 14, 2013

Board of County Commissioners - Taylor County
201 East Green Street
Perry, Florida 32347

RE: Forest Capital Hall Renovations

To Whom It May Concern:

Since 2010, Moon Pie Incorporated has held the Moon Pie Princess Pageant at Forest Capital Hall each year. The Pageant Committee is in full support of Taylor County applying for a grant to renovate and rehabilitate Forest Capital Hall. Over the past few years, the County has made some minor improvements, but in order for us to grow this event, many improvements must be made to the facility.

On behalf of our event committee, we'd like to thank you for pursuing this opportunity for Taylor County and the many events held here. If you find that you are in need of additional information, please feel to contact our office at 850-584-5366.

Sincerely,

Lisa Williams
Coordinator



May 16, 2013

Taylor County Board of County Commissioners
Grant Coordinator Office
201 East Green Street
Perry, Florida 32347

RE: Grant – Forest Capital Hall Renovation

Dear Taylor County Commissioners:

The Florida State Bluegrass Festival would like to extend our full support to the Grants Coordinator and the Taylor County Board of County Commissioners in applying for a grant to renovate Forest Capital Hall.

The Florida State Bluegrass Festival has been holding events at the facility for many years now with the impact to the community in the millions. With renovations to the facility, our event would be able to expand the existing music competitions held here each year for adults and children in the areas of instrumentals in bluegrass. Regional competitions are held all around Florida throughout the year with the State finals being held here in Perry at Forest Capital Hall.

Thank you for your time and consideration, please feel free to contact my office for additional information.

Sincerely,

A handwritten signature in cursive script that reads "Dawn J. Taylor".

Dawn Taylor
Event Coordinator



May 15, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. The site is host to numerous events which have a huge economic impact on the community. Our Annual Florida State Bluegrass Festival alone has an economic impact of over \$1.5M on the community for each three day event it holds.

For over 40 years, Forest Capital Hall has been the pride of this community and the only facility we have which can be used for events ranging from concerts, festivals, theatrical presentations, to children's activities. Rehabilitation of the stage, restroom facilities, and flooring upgrades will open up additional opportunities for community events as well as tourism and economic development.

Sincerely,

A handwritten signature in black ink that reads "Dawn Taylor".

Dawn V. Taylor
TDC Director

"share the real Florida adventure"

Taylor County Tourism Development Council

P.O. Box 892 • Perry, Florida 32348

Office 850-584-5366 • Fax 850-584-8030 • For Tourist Information Call 1-800-257-8881



May 10, 2013

*Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347*

RE: Support-Grant for Forest Capital Hall

To Whom It May Concern:

The Pickin' In The Pines Bluegrass & Music Festival committee is in full support of the County applying for the Florida Cultural Facilities Grant to rehabilitate Forest Capital Hall here in Perry. This event, as well as the many other events in Taylor County, has shown a tremendous economic impact to the entire county by filling up motels, restaurants and retail stores during the weekend they are held.

Making the much needed changes and upgrades to the facility would enable our event to grow. This grant will offer us the opportunity to improve our music workshops offered to ticket holders each year and allow us to accommodate more interested individuals that are interested in learning how to play the fiddle, mandolin or banjo.

If you need more information, you may call our office at 850-584-5366. Thank you.

Sincerely,

*Dawn Taylor
Event Coordinator*



May 12, 2013

Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347

RE: Support-Cultural Facilities Grant for Forest Capital Hall

Board of County Commissioners:

The Taylor County Outreach Center is extending their support in the county applying for a grant to help with improvements to Forest Capital Hall here in Perry.

The SBDC Office & the Taylor County Small Business Outreach Center have assisted the Chamber in conducting studies on what kind of impact these special events held in Taylor County have on the local economy. It is evident that the business community benefits considerably from all the special events held here each year. If given the opportunity to grow existing events or start new ones, the impact would be very positive for this area.

Sincerely,

A handwritten signature in cursive script that reads "Dawn Taylor".

Dawn Taylor
Small Business Analyst





THE DISTRICT SCHOOL BOARD OF TAYLOR COUNTY

318 North Clark Street
Perry, Florida 32347
(850) 838-2500 – Telephone
(850) 838-2501 – Fax
Taylor.k12.fl.us
Paul Dyal, Superintendent

May 17, 2013

Taylor County Board of Commissioners

201 E. Green Street

Perry, Florida 32347

Re: Grant Application for the Refurbishing of Forest Capital Hall

Dear Board of Commissioners:

I would like to express my support for the grant application you are submitting to the Florida Cultural Facilities Grant Program for the refurbishing of our Forest Capital Hall. Over the years this facility has been the center piece of many activities and events for our community. When you consider the economic impact that these events have in our community, it is obvious it has a boost to our local economy.

The Forest Capital Hall has always been the pride of our community and serves many purposes ranging from community activities, concerts, festival, plays, and recreational activities for our children. It is unfortunate that it has fallen into the condition that it is in. We should want this to be a "showcase" facility as our community groups work to use it to increasing tourism and the economic development of our county.

Sincerely,

Paul Dyal, Superintendent of Schools, Taylor County

School Board Members

Danny Glover Jr.
Residence Area One

Brenda H. Carlton
Residence Area Two

Darrell Whiddon
Residence Area Three

Danny Lundy
Residence Area Four

Kenneth R. Dennis
Residence Area Five

Diane Schlick D.O.

May 15, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

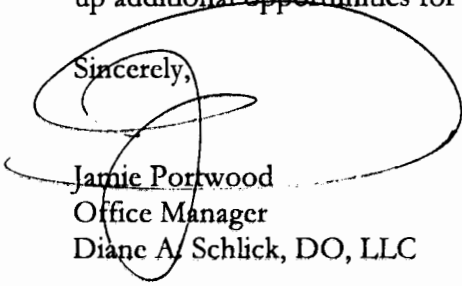
Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. The site is host to numerous events, which have a huge economic impact on the community. The economic impact of The Florida Forest Festival alone would warrant the rehabilitation of the Hall; however, Forest Capital Hall now hosts one of the country's premier bluegrass events – The Florida Bluegrass Festival. The Blues and Barbeque Festival continues to grow each year., and in the economic times in which we find ourselves, a small county like ours depends on events like these to increase the overall tax base for this area.

For over 40 years, Forest Capital Hall has been the pride of this community and the only facility we have that can be used for events ranging from concerts, festivals, and theatrical presentations to children's activities. Rehabilitation of the stage, restroom facilities, and flooring upgrades will open up additional opportunities for community events as well as tourism and economic development.

Sincerely,



Jamie Portwood
Office Manager
Diane A. Schlick, DO, LLC

616 South Jefferson Street Perry, Florida 32347
Phone (850) 584-5876 FAX (850) 584-5876

May 16, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

Re: Grant Application for the Rehabilitation of Forest Capital Hall

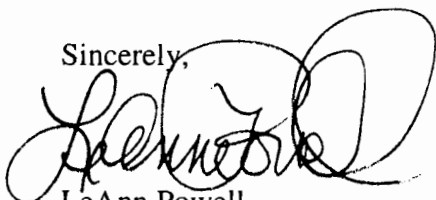
Dear Board of Commissioners:

Our company, askSam Systems, would like to offer our full support of the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. The site is host to numerous events which have a huge economic impact on the community. Events held there have helped boost the local economy. During these tough economic times, a small county like Taylor County depends on these types of events to increase our overall tax base for our area.

Forest Capital Hall has been the pride of this community and the only facility we have which can be used for events ranging from concerts, festivals, theatrical presentations, to children's activities. Rehabilitation of the stage, restroom facilities, and flooring upgrades will open up additional opportunities for community events as well as tourism and economic development.

Thank you for your time and consideration. If you find that you are in need of additional information, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'LeAnn Powell', written over a circular stamp or seal.

LeAnn Powell
Office Manager

Bennett's Auto Body, Inc.
1620 S. Byron Butler Pkwy.
Perry, FL 32348
850-584-5434

May 15, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. The site is host to numerous events which have a huge economic impact on the community. Events held there have helped boost the local economy. During these tough economic times, a small county like Taylor County depends on these types of events to increase our overall tax base for our area.

For over 40 years, Forest Capital Hall has been the pride of this community and the only facility we have which can be used for events ranging from concerts, festivals, theatrical presentations, to children's activities. Rehabilitation of the stage, restroom facilities, and flooring upgrades will open up additional opportunities for community events as well as tourism and economic development.

Sincerely,

A handwritten signature in black ink that reads "Dee Bennett". The signature is written in a cursive, flowing style.

Dee Bennett
Bennett's Auto Body, Inc.



Perry Hampton Inn

2399 South Byron Butler Parkway, Perry, FL 32348

tel: **850.223.3000**

fax: 850.223.2622

May 15, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. The site is host to numerous events which have a huge economic impact on the community. Events held there have helped boost the local economy. These events have driven hotel occupancy as well as provided many sold out nights. Forest Capital Hall is an extremely vital asset to this community and its preservation should be considered a top priority. Rehabilitating this building will encourage others to utilize this building for events which, in turn I strongly believe will bring people to our community. During these tough economic times, a small county like Taylor County depends on these types of events to increase our overall tax base for our area.

For over 40 years, Forest Capital Hall has been the pride of this community and the only facility we have which can be used for events ranging from concerts, festivals, theatrical presentations, to children's activities. Rehabilitation of the stage, restroom facilities, and flooring upgrades will open up additional opportunities for community events as well as tourism and economic development.

Sincerely,

Emily Crain

General Manager Hampton Inn Perry, FL





Providing the best sports experience for every child!

upward@perryfl.com ~ facebook.com/upwardperry
102 N. Center St. ~ Perry, FL 32347

May 22, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. We have used this site to host a local basketball and cheerleading league for 9 years. We have close to 200 kids, K-8th Grade, who participate each year. Our year-end events seat close to 500 people.

We believe this site is not only an asset to the children and families involved in our league but also to this community, our economy, events and more.

For us, rehabilitation of the stage, restroom facilities, and flooring upgrades will open up additional opportunities for us to serve our community better through this venue.

We greatly appreciate your consideration.

Sincerely,

Wade Goodman
Upward Sports Perry, FL

Big Bend Properties, Inc.
20845 Keaton Beach Drive
Perry, FL 32348

May 15, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

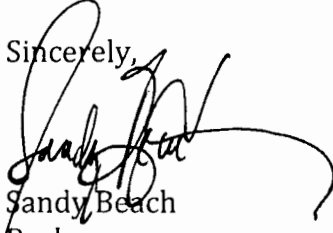
Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. The site is host to numerous events which have a huge economic impact on the community. Events held there have helped boost the local economy. During these tough economic times, a small county like Taylor County depends on these types of events to increase our overall tax base for our area.

For over 40 years, Forest Capital Hall has been the pride of this community and the only facility we have which can be used for events ranging from concerts, festivals, theatrical presentations, to children's activities. Rehabilitation of the stage, restroom facilities, and flooring upgrades will open up additional opportunities for community events as well as tourism and economic development.

Sincerely,



Sandy Beach
Broker

SMITH & SMITH

Attorneys at Law, P.A.

A Professional Association of Attorneys and Counselors at Law

Dedicated to Client Service

Michael S. Smith
Stephen A. Smith, P.A.

411 N. Washington Street
Post Office Drawer 579
Perry, Florida 32348

(850) 584-3812 Phone
(850) 584-7148 Fax
Toll Free 1-877-269-9839

May 15, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

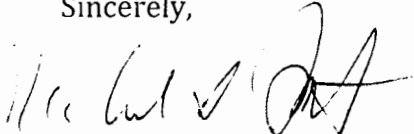
Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. The site is host to numerous events which have a huge economic impact on the community. Events held there have helped boost the local economy. During these tough economic times, a small county like Taylor County depends on these types of events to increase our overall tax base for our area.

For over 40 years, Forest Capital Hall has been the pride of this community and the only facility we have which can be used for events ranging from concerts, festivals, theatrical presentations, to children's activities. Rehabilitation of the stage, restroom facilities, and flooring upgrades will open up additional opportunities for community events as well as tourism and economic development.

Sincerely,



Michael S. Smith

May 15, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

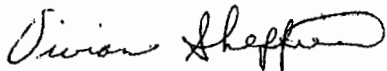
Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. The site is host to numerous events which have a huge economic impact on the community. Events held there have helped boost the local economy. During these tough economic times, a small county like Taylor County depends on these types of events to increase our overall tax base for our area.

For over 40 years, Forest Capital Hall has been the pride of this community and the only facility we have which can be used for events ranging from concerts, festivals, theatrical presentations, to children's activities. Rehabilitation of the stage, restroom facilities, and flooring upgrades will open up additional opportunities for community events as well as tourism and economic development.

Sincerely,

A handwritten signature in cursive script, appearing to read "Vivian Sheffield".

Vivian Sheffield, Broker
Sheffield & Sheffield Realty, Inc.
1407 W. Main St.
Perry, Fl 32347



May 15, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall. The site is host to numerous events which have a huge economic impact on the community. Events held there have helped boost the local economy. During these tough economic times, a small county like Taylor County depends on these types of events to increase our overall tax base for our area.

For over 40 years, Forest Capital Hall has been the pride of this community and the only facility we have which can be used for events ranging from concerts, festivals, theatrical presentations, to children's activities. Rehabilitation of the stage, restroom facilities, and flooring upgrades will open up additional opportunities for community events as well as tourism and economic development. The Boys & Girls Club of North Central Florida relies on the generosity of local businesses for support; therefore, the Boys & Girls Club emphatically supports economic development.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Ketring". The signature is fluid and cursive, with a large initial "E" and a long, sweeping underline.

Emily Ketring
Executive Director Boys & Girls Club of North Central Florida



May 16, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Board of Commissioners:

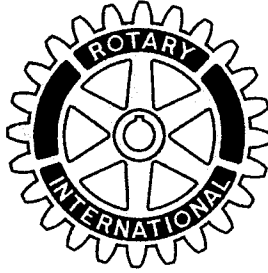
I would like to offer this letter of support for the rehabilitation grant application for Forest Capital Hall. This historic and scenic park is home to a myriad of annual, semi-annual and special events that help bring substantial income into our community. Forest Capital Hall provides a quant and picturesque backdrop for community fund-raisers and events that bring in much needed tax revenue, as well as increasing income for the numerous small businesses throughout Taylor County.

The residents of not only Taylor County, but the surrounding counties as well, have participated in events at Forest Capital Hall for over 40 years. It is an absolute necessity that monies be spent to enhance all the facilities of the park, preserving this integral part of both the history and future of Taylor County. The upgrading of park facilities will provide a substantial and consistent return on investment by both attracting more visitors, as well as increasing tourism and adding more events.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert E. Hilley III", is written over a series of horizontal lines.

Robert E. Hilley III
Director of Business Development and Marketing
Buckeye Community FCU



The Rotary Club of Perry

May 14, 2013

Taylor County Board of County Commissioners
Attention: County Commission Chairperson
201 East Green Street
Perry, Florida 32347

RE: Florida Cultural Facilities Grant for Forest Capital Hall

Commissioner Feagle:

The Rotary Club of Perry would like to offer our full support of the County Grant Coordinator applying for Florida Cultural Facilities Grant to restore Forest Capital Hall here in Perry. We have been fortunate that our county has been able to host so many special events in Taylor County and the rehabilitation of this facility would enable us to continue to do so.

Thank you for this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Viola'.

Mark Viola
Rotary Club President

**MORRIS G. STEEN, JR.
PO BOX 604
SHADY GROVE, FL 32357**

May 15, 2013

Taylor County Board of Commissioners
201 E. Green Street
Perry, FL 32347

Re: Grant Application for the Rehabilitation of Forest Capital Hall

Dear Commissioners:

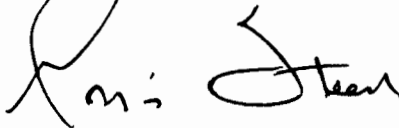
Through the years, I have enjoyed many wonderful events at the Forest Capital Hall and hope that we can receive the Florida Cultural Facilities Grant that will allow us to refurbish and renovate this jewel in our County. The site is host to numerous events which have a direct and significant economic impact in the community.

As our County moves forward and progresses along the lines identified in the award-winning Vision 2060 Study you approved several years ago, the Forest Capital Hall will become increasingly important in community activities and in imaging the community.

For over 40 years, Forest Capital Hall has been the pride of this community and the only facility we have which can be used for events ranging from concerts, festivals, theatrical presentations, to children's activities. Rehabilitation of the stage, restroom facilities, and flooring upgrades are desperately needed and will open up additional opportunities for community events as well as tourism and economic development.

Please accept this letter of support for the grant application being submitted to the Florida Cultural Facilities Grant Program for the rehabilitation of Forest Capital Hall.

Sincerely,

A handwritten signature in black ink, appearing to read "Morris G. Steen, Jr.", written in a cursive style.

Morris G. Steen, Jr.

1. Land Acquisition

Land Acquisition Subtotal

2. Building Acquisition

Building Acquisition Subtotal

3. Architectural Services

Architectural Services Subtotal

4. General Requirements

General Requirements Subtotal

5. Site Construction

Site Construction Subtotal

6. Concrete

Concrete Subtotal

7. Masonry

Masonry Subtotal

8. Metals

Metals Subtotal

9. Wood and Plastic

Wood and Plastic Subtotal

10. Thermal and Moisture Protection

Thermal and Moisture Protection Subtotal

11. Doors and Windows

Doors and Windows Subtotal

12. Finishes

Finishes Subtotal

13. Specialties

Specialties Subtotal

14. Equipment

Equipment Subtotal

15. Furnishings

Furnishings Subtotal

16. Special Construction

Special Construction Subtotal

17. Conveying Systems

	Request	Cash Match	In-Kind Match	Total
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Conveying Systems Subtotal				
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18. Mechanical				
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Mechanical Subtotal				
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19. Electrical				
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Electrical Subtotal				
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Total Proposal Expenses	0	0	0	\$0
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Proposal Budget Income Detail				
	Cash Match	In-Kind Match	Total	

1. Private Support				
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Private Support Subtotal				
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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve the Florida Commission For The Transportation Disadvantaged Planning Grant Agreement for FY 2013-2014, Information Form, and Resolution

MEETING DATE REQUESTED:

June 3, 2013

Statement of Issue: Board to approve the Transportation Disadvantaged Planning Grant Agreement for FY 2013-2014, Information Form, and Resolution.

Recommended Action: Approve Grant Agreement, Information Form, and Resolution

Budgeted Expense: The grant award is for \$19,241. This grant is to be used for the planning and over site of the local transportation disadvantaged program. No match is required. This grants funds a portion of the Grants Department salaries, benefits, and office supplies.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to receive a grant in the amount of \$19,241. This grant has been used for several years to fund a portion of Grants staff salaries, benefits and supplies. This grant is to be used for planning and administrative services only. The grant cannot be used to fund actual transportation costs. As per Exhibit "A" of the Planning Grant Agreement, the administration of the program has changed from prior years and reimbursement amounts now have weighted values. This does not have a negative impact on the local transportation disadvantaged programs. The County received \$17,491 FY 2012-2013 through this grant program.

**Attachments: Florida Commission For The Transportation Disadvantaged Planning
Grant Agreement, Information Form, and Resolution.**



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

JACK R. BROWN, 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

Upon motion of Commissioner _____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

AUTHORIZING RESOLUTION

A RESOLUTION of the **Taylor County Board of Commissioners**, hereinafter **BOARD**, hereby authorizes the execution of a Transportation Disadvantaged Trust Fund Grant Agreement with the Florida Commission for the Transportation Disadvantaged.

WHEREAS, this **BOARD** is eligible to receive a Transportation Disadvantaged Trust Fund Grant to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

WHEREAS, both parties now wish to formalize the arrangement in the form of a Joint Participation Agreement (JPA).

NOW. THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The **Board** has the authority to file this application.
2. The **Board** authorizes Pam Feagle, Chairperson and/or Jack Brown, County Administrator to file and execute the grant agreement on behalf of the Taylor County Board of Commissioners with the Florida Commission for the Transportation Disadvantaged.
3. The **Board** authorizes Pam Feagle, Chairperson and/or Jack Brown, County Administrator to sign any and all agreements or contracts which are required in connection with the grant agreement.
4. The **Board** authorizes Pam Feagle, Chairperson and/or Jack Brown, County Administrator to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents, which may be required in connection with the agreement or subsequent agreements.

DULY PASSED AND ADOPTED IN REGULAR SESSION THIS 4TH DAY OF JUNE 2013

**Board of County Commissioners
Taylor County, Florida**

By: _____
Pam Feagle, Chairperson

Attest: _____
Annie Mae Murphy, Clerk

Transportation Disadvantaged Planning Grant Information Form

GRANT RECIPIENT LEGAL NAME: Taylor County Board of Commissioners

FEDERAL IDENTIFICATION NUMBER: 59-6000879

REGISTERED ADDRESS: 201 E. Green Street

CITY AND STATE: Perry, FL ZIP CODE: 32347

CONTACT PERSON FOR THIS GRANT: Melody Cox

PHONE NUMBER: 850-838-3553 FAX NUMBER: 850-838-3563

(REQUIRED) E-MAIL ADDRESS: melody.cox@taylorcountygov.com

PROJECT LOCATION [County(ies)]: Taylor

PROPOSED PROJECT START DATE: 07/01/2013 ENDING DATE: 06/30/2014

PLANNING FUNDS TRANSFERRED TO TRIP & EQUIPMENT GRANT	GRANT AMOUNT REQUESTED FOR THIS CONTRACT PERIOD
\$	\$ 19,241.00

I Pam Feagle, as the authorized Grant Recipient Representative, hereby certify that the information contained in these forms is true and accurate and is submitted in accordance with the instructions.

Grant Recipient Representative (Signature)

Date

SAMAS Approp: 108846	Fund: TDTF	FM/Job No(s) 43202911401
SAMAS Obj.: 7750075	Function: 035	CSFA No. 55.002
Org Code: 55 12 00 00 952	Contract No.:	Vendor No.: 596-000-879-042

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348 hereinafter called the Grantee/Agency.

WITNESSETH:

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

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

1.00 Purpose of Agreement: The purpose of this Agreement is to:

Provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Program Manual for Transportation Disadvantaged Planning Related Services as revised on May 14, 2013; and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project:

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

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

2.30 Funds of the Agency: The Grantee will use its best efforts to enable the Grantee to

provide the necessary funds for the completion of the Project.

2.40 Submission of Proceedings, Contracts and Other Documents and Products:

The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement including those listed in Exhibit "C". Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Program Manual for Transportation Disadvantaged Planning Related Services, as revised on May 14, 2013.

3.00 Total Project Cost: The total estimated cost of the Project is \$ 19,241.00. This amount is based upon the budget summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Article 11.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of \$ 19,241.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B", whichever is less.

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

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

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Article 17.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
- d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.

4.30 Front End Funding: Front end funding is not applicable.

5.00 Retainage: Retainage is not applicable.

6.00 Project Budget and Disbursement Schedule:

6.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B", carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Article 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision which changes the fund participation requirements established in Article 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

6.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B". This schedule shall show disbursement of Commission funds for the entire term of the Project by month or quarter of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit "B" requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total up to any given month as indicated in the disbursement schedule in Exhibit "B".

7.00 Accounting Records, Audits and Insurance:

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

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

7.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account all

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

7.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project shall be supported by detailed supporting documentation evidencing in proper detail the nature and propriety of the charges.

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

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

7.60 Audits:

Part I: Federally Funded

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department 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 Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised 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).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II: State Funded

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates the state financial assistance awarded through the Department 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 Commission, 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. The Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), 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 \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient 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 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).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III: Other Audit Requirements

The Recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Commission, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Commission to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I above shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. Project Manager

Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS 49
Tallahassee, Florida 32399-0450

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

1. In the event that a copy of the reporting package for an audit required by Part I above and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Commission for reasons pursuant to section .320(e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320(e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Project Manager
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS 49
Tallahassee, Florida 32399-0450

In addition, pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at each of the following addresses:

Project Manager
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS 49
Tallahassee, Florida 32399-0450

Copies of financial reporting packages shall be submitted by or on behalf of the recipient directly to each of the following:

Project Manager
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS 49
Tallahassee, Florida 32399-0450

And

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Copies of reports or the management letter required by audit findings shall be submitted by or on behalf of the recipient directly to:

Project Manager
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS 49
Tallahassee, Florida 32399-0450

Part V: Record Retention

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

Commission.

Monitoring: In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised (see "Audits" above), monitoring procedures may include, but not be limited to, on-site visits by Commission staff. The grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission. In the event the

Commission determines that a limited scope audit of the grantee is appropriate, the grantee agrees to comply with any additional instructions provided by the Commission staff regarding such audit. The grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Transportation's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

8.00 Requisitions and Payments:

8.10 Preliminary Action by the Grantee: In order to obtain any Commission funds, the Grantee shall:

8.11 File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450 its requisition on form or forms prescribed by the Commission, and such other data pertaining to the Project Account and the Project (as listed in Exhibit "C" hereof) as the Commission may require, to justify and support the payment requisitions, invoices, and vouchers, as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.

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

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

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

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

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

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

8.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

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

8.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit "C".

8.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2, and 60A-1 Florida Administrative Code, and the Program Manual for Planning Related Services is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit "A."

8.60 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20 hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its

obligations under this Agreement.

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

9.30 Public Access to Records: The Commission reserves the right to unilaterally cancel this agreement for refusal by the agency or its contractors to allow public access to all documents, papers, letters, records, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

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

12.00 Contracts of the Grantee:

12.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including contracts or amendments thereto, with any third party with respect to the Project without being able to provide a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contacts will be executed in compliance with this section.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood

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

12.30 Competitive Procurement: Procurement of all services or other commodities shall comply with the provisions of section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

13.30 Prohibited Interests:

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

13.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials,

services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

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

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

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

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

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

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

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

13.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other

printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

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

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

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

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution:Not applicable.

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

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

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

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

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

15.00 Plans and Specifications: Not applicable.

16.00 Contractual Indemnity: To the extent permitted by law, the Grantee shall indemnify, defend, save, and hold harmless the Commission and all their officers, agents or employees from all suits, actions, claims, demands, and liability of any nature whatsoever arising out of, because of, or due to breach of the agreement by the Planning Agency or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the Grantee, its subcontractors, agents or employees. Neither the Grantee nor any of its agents will be liable under this article for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of their officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of section 768.28 Florida Statutes, or any similar provision of law. Notwithstanding the foregoing, pursuant to section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's or any subcontractor's or other entity's negligence.

17.00 Appropriation of Funds:

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

17.20 Multi-Year Commitment: Whereas the Commission is created in the Florida Department of Transportation (Department) and assigned to the Secretary of the Florida Department of Transportation for administrative and fiscal accountability purposes; in the

event this agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of section 339.135(7)(a), and section 287.058, Florida Statutes, are hereby incorporated:

"(a) 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 shall be 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 one 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 twenty-five thousand dollars and having a term for a period of more than one year."

In the event that this Agreement is for more than one year, this Agreement may be renewed on a yearly basis for a period of up to 2 years after the initial Agreement or for a period no longer than the term of the original Agreement, whichever period is longer, on the condition that renewals shall be contingent upon satisfactory performance evaluations by the Grantee and is subject to the availability of funds. The Commission's performance and obligation to pay under any multi-year Agreement is explicitly contingent upon an annual appropriation by the Legislature.

18.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2014. If the Grantee does not complete the Project within this time period, this agreement will expire unless an extension of the time period is granted to the Grantee in writing by the Chairperson of the Commission for the Transportation Disadvantaged or designee. Expiration of this agreement will be considered termination of the Project and the procedure established in Article 9.00 of this agreement shall be initiated. For the purpose of this Article, completion of project is defined as the latest date by which services may have been provided or equipment funds may have been expended or obligated under a purchase order, as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2014.

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

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

21.00 Vendors and Subcontractors Rights: Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and

hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a thirty-five (35) day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment.

The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516 or toll free (877) 693-5236.

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

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal

assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

22.00 Modification: This Agreement may not be changed or modified unless authorized in writing by the Commission.

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

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

GRANTEE: Taylor County BOCC

**COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED**

BY: _____

BY: _____

TITLE: _____

TITLE: Executive Director (Commission Designee)

FM/JOB No(s). 43202911401

CONTRACT NO.

AGREEMENT

DATE

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES:
PLANNING

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

I. PROJECT LOCATION: Taylor County

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the duties and responsibilities of the Metropolitan Planning Organization or Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Program Manual for Transportation Disadvantaged Planning Related Services as revised on May 14, 2013. The project period will begin on the date of this agreement and will end on the date indicated in Article 18.00 hereof. Specific required tasks are as follows:

I. PROJECT LOCATION:

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the duties and responsibilities of the Metropolitan Planning Organization or Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Program Manual for Transportation Disadvantaged Planning Related Services as revised on May 14, 2013. The project period will begin on the date of this agreement and will end on the date indicated in Article 18.00 hereof. Specific required tasks are as follows:

TASK 1:

Weighted value= 17%

Jointly develop and annually update the Transportation Disadvantaged Service Plan with the community transportation coordinator and the local coordinating board.

Deliverable: Complete Transportation Disadvantaged Service Plan or annual updates. Due prior to the end of grant agreement period (June 30) and pursuant to the Commission's latest instructions for the Memorandum of Agreement and the Transportation Disadvantaged Service Plan.

TASK 2:

Weighted value= 15%

A. When necessary and in cooperation with the local coordinating board, solicit and recommend a community transportation coordinator, in conformity with Chapters 287 and 427, Florida Statutes. Such recommendation shall be presented to the Commission by Planning Agency staff or their designee as needed

OR

B. Provide staff support to the local coordinating board in conducting an annual evaluation of the community transportation coordinator, including local developed standards as delineated in the adopted Transportation Disadvantaged Service Plan. Assist the Commission for the Transportation Disadvantaged in joint reviews of the community transportation coordinator.

Deliverable:

A. Planning Agency's CTC recommendation letter and signed resolution from the Planning Agency.

B. LCB and Planning Agency selected CTC evaluation worksheets pursuant to the most recent version of the Commission's CTC Evaluation Workbook (at a minimum, addressing Competition, Cost-Effectiveness and Efficiency, and Level of Coordination).

TASK 3:

Weighted value= 40%

Organize and provide staff support and related resources for at least four (4) local coordinating board meetings per year, holding one meeting during each quarter.

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

1. Agendas for local coordinating board meetings. Where applicable, operator payments should be addressed as a standard agenda item for each meeting.
2. Official minutes of local coordinating board meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.
3. A current full and active membership of voting and non-voting members to the local coordinating board. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of local coordinating board members.
4. A report of the LCB membership's attendance at the last 4 consecutive LCB meetings (not committee's).

Provide staff support for committees of the local coordinating board.

Provide public notice of local coordinating board meetings in accordance with the most recent Local Coordinating Board and Planning Agency Operating Guidelines.

Provide program orientation and training for newly appointed local coordinating board members.

Deliverable: LCB Meeting agendas; minutes; membership roster; attendance report; public notice of meetings; training announcement and agenda.

TASK 4:**Weighted value=4%**

Provide at least one public hearing annually by each local coordinating board, and assist the Commission, as requested, in co-sponsoring public hearings. This public hearing must be held separately from the local coordinating board meeting. It may, however, be held on the same day as the scheduled local coordinating board meeting (immediately following or prior to the local coordinating board meeting).

Deliverable: Public Hearing agenda and minutes of related hearing only. The agenda and minutes should be separate documents and should not be included in the local coordinating board meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

TASK 5:**Weighted value=4%**

Develop and annually update by-laws for local coordinating board approval.

Deliverable: Copy of LCB approved By-Laws with date of update noted on cover page.

TASK 6:**Weighted value=4%**

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

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

TASK 7:**Weighted value=4%**

Review and comment on the Annual Operating Report for submittal to the local coordinating board, and forward comments/concerns to the Commission for the Transportation Disadvantaged.

Deliverable: Cover Page of Annual Operating Report, signed by LCB Chair.

TASK 8:**Weighted value=4%**

Research and complete the Actual Expenditures Report for direct federal and local government transportation funds to the Commission for the Transportation Disadvantaged no later than September 15th. Complete the Actual Expenditure Report, using the Commission approved forms.

Deliverable: Complete Actual Expenditure Report in accordance with the most recent Commission's instructions.

TASK 9:**Weighted value=4%**

Develop and provide the local coordinating board with quarterly progress reports of transportation disadvantaged planning accomplishments and planning contract deliverables as outlined in the planning grant agreement and any other activities related to the transportation disadvantaged program, including but not limited to, consultant contracts, special studies, and marketing efforts.

Deliverable: Complete Quarterly Progress Reports submitted with invoices.

TASK 10:

Weighted value=4%

Attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings, the Commission's annual training workshop, or other sponsored training.

Deliverable: Documentation related to attendance at such event(s).

III. Special Considerations by Planning Agency:

Not Applicable

IV. Special Considerations by Commission:

Not Applicable

FM/JOB No(s).	<u>43202911401</u>
CONTRACT NO.	
AGREEMENT	
DATE	

EXHIBIT "B"
PROJECT BUDGET AND CASHFLOW

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

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Program Manual for Transportation Disadvantaged Planning Related Services as revised on May 14, 2013. For the required services, compensation shall be the total maximum limiting amount of \$ 19,241.00 for related planning services in Taylor County(ies)

Task 1	17%	\$3,270.97
Task 2	15%	\$2,886.15
Task 3	40%	\$7,696.40
Task 4	4%	\$769.64
Task 5	4%	\$769.64
Task 6	4%	\$769.64
Task 7	4%	\$769.64
Task 8	4%	\$769.64
Task 9	4%	\$769.64
Task 10	4%	\$769.64
<hr/> TOTAL:		\$19,241.00

II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged	
State Funds (100%)	<u>\$19,241.00</u>

Total Project Cost	<u>\$19,241.00</u>
---------------------------	---------------------------

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

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 13/14												

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

EXHIBIT "C"
PLANNING

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

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

1. Submit progress reports to the Commission quarterly. Finished products such as approved Coordinating Board minutes, by-laws, grievance procedure and actions taken, consolidated estimate of Federal and Local government transportation disadvantaged funds, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission as they are completed. The progress reports and finished products are required to accompany, or to precede, all reimbursement invoices. Reports shall be submitted to:

Florida Commission for the Transportation Disadvantaged
Attn: Project Manager
605 Suwannee Street, MS 49
Tallahassee, Florida 32399-0450

THIRD PARTY CONTRACTS: The Grantee must certify to all third party contracts pursuant to Section 12.10 except that written approval is hereby granted for:

1. Contracts furnishing contractual services or commodities from a valid State or inter-governmental contract as set forth in section 287.042(2), Florida Statutes.
2. Contracts furnishing contractual services or commodities for an amount less than Category II as set forth in section 287.107(1)(b), Florida Statutes.
3. Contracts for consultant services for an amount less than Category I as set forth in section 187.017(1)(a), Florida Statutes.

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

EXHIBIT "D"

STATE AGENCY: Florida Department of Transportation/Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

TITLE: Florida Commission for the Transportation Disadvantaged Planning Grant

AMOUNT: \$19,241.00

COMPLIANCE REQUIREMENTS:

ALLOWED ACTIVITIES:

Grant funds allocated from the Transportation Disadvantaged Trust Fund are for the specific purpose of accomplishing the duties and responsibilities of the Official Planning Agency as identified in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code including, but not limited to, local program management, service development, technical assistance, training and evaluation as needed. (Program Manual, and Grant Agreement Exhibit A)

ALLOWABLE COSTS:

This is a lump sum – percent complete grant. See Program Manual.

CASH MANAGEMENT:

The Grantee shall abide by the disbursement schedule contained in Exhibit B of the Grant Agreement. Any deviation from the approved schedule in Exhibit B requires advance submission of a supplemental schedule and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total up to any given month as indicated in the disbursement schedule in Exhibit B.

REPORTING:

Submit progress reports to the Commission quarterly. Finished products such as approved Coordinating Board minutes, by-laws, grievance procedure and actions taken, consolidated estimate of Federal and Local government transportation disadvantaged funds, and the Transportation Disadvantaged Service Plan, shall be submitted to the Commission as they are completed and approved. The progress reports and finished products are required to accompany, or to precede, all reimbursement invoices. (Grant Agreement, Exhibit C)

Submit copy of financial reporting packages of audits as required in Section 7.60 of this Agreement and the Program Manual,.

MATCHING:

There is no match requirement for this grant.

PERIOD OF AVAILABILITY:

Project expenditures eligible for State participation will be allowed only from the date of this Agreement. (Grant Agreement Provision 4.20)

SUBRECIPIENT MONITORING:

Third party contracts are contracts between a grantee and any subgrantee, or pass through funding recipient, consultants, or others in the private sector for work needed to carry out a project. Unless otherwise authorized in writing by the Commission, the Grantee may not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund money, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the project without being able to provide a written certification (upon the Commission's request) by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. The procurement, execution, audit and closing of third-party contracts are basic grantee responsibilities and must be carried out using the same guidelines and procedures as described in Chapter 287, Florida Statutes. Inter-agency agreements or contracts passing through grant funds to other public bodies (including public transit operators) or transportation operators as defined in Chapter 427, Florida Statutes, are not third-party contracts. However, the pass-through recipient must comply with Chapter 287, Florida Statutes, if it enters into any subsequent third-party contract using Transportation Disadvantaged Trust Funds. (Grant Agreement Provision 12.10; Program Manual,)

In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, as revised, monitoring procedures may include, but not be limited to, on-site visits by Commission staff. The Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission, the Florida Department of Transportation's Office of Inspector General (OIG) and Florida's Chief Financial Officer or Auditor General. (Program Manual,)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF EMERGENCY SIREN ALERTING AND MAINTENANCE POLICY, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR

MEETING DATE REQUESTED:

JUNE 3, 2013

Statement of Issue: THE BOARD TO CONSIDER A POLICY FOR ITS COASTAL SIRENS

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD HAS 4 COASTAL SIRENS (ONE IN DEKLE AND KEATON BEACH AND TWO IN STEINHATCHEE). THIS POLICY CLARIFIES ROLES, RESPONSIBILITIES, AND TRIGGERS FOR ALERTING THE COASTAL SIRENS FOR EMERGENCY AND MAINTENANCE PURPOSES.

Options: APPROVE/DENY/EDIT

Attachments: DRAFT EMERGENCY SIREN ALERTING AND MAINTENANCE POLICY



Taylor County

Board of County Commissioners'

Policy Manual

Policy #:	Title:	Effective Date:
0.000	Emergency Siren Alerting and Maintenance	00/00/00

PURPOSE

Chapter 252.38, Florida Statutes, recognizes that safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state. The statute mandates the creation of an emergency management office for the purpose of carrying out the emergency management functions required by law, policy, and plan necessary to safeguard life and property. Emergency notification of the general public is one of these critical functions. The purpose of this policy is to provide written guidelines for activating and maintaining the County's emergency siren system.

REFERENCE

Taylor County Comprehensive Emergency Management Plan; Taylor County Standard Operating Guideline: Emergency Notification and Warning; Chapter 252.38, Florida Statutes

POLICY

Siren Activation

To alleviate unnecessary and unsafe confusion, the County's sirens will only be activated should the hazard or event satisfy one of the listed criteria. Generally, the sirens must only be used to alert residents to seek immediate shelter indoors. The sirens should not be used for any other purpose.

1. A Tornado Warning is issued for the coastal areas of Taylor County.
2. Notification to the public during the onset of a tropical cyclone that sustained winds have exceeded tropical storm force (greater than 39 MPH).
3. During severe thunderstorms when the National Weather Service in Tallahassee has issued a Warning of sustained winds exceeding tropical storm force (greater

WARNING SIREN CANCEL PROCESS

1. Press WARNING TONES in MENU SELECTIONS of the E2010 Controller
2. Using UP/DOWN arrows in MENU SELECTIONS to select CANCEL
3. Using the SIREN ADDRESS box enter the siren address you want to CANCEL
4. Press ENTER in the MENU SELECTIONS box
5. Press SEND to CANCEL warning

SIREN SILENT TEST PROCEDURE

1. Press STATUS in MENU SELECTIONS of the E2010 Controller
2. Using UP/DOWN arrows in MENU SELECTIONS to select the SILENT TEST
3. Using the SIREN ADDRESS box enter the siren address you want to activate, or press ALL to activate all sirens
4. Press ENTER in the MENU SELECTIONS box
5. Press SEND to activate warning

Siren Maintenance

The Emergency Management Department shall be responsible for the maintenance of the siren system. The Emergency Management Department will:

1. Conduct one monthly live test of the system on the second Friday of each month. During this live test the sirens will be alerted for one -30 second - alert. The live test will only be conducted during good weather conditions. If thunderstorms or other weather hazards are in the vicinity during the live test, then the test will be canceled for that month. Prior to testing, Emergency Management will notify the County Warning Point and Taylor County Fire Rescue that a scheduled test is to be conducted. Approximately 30 seconds before the live test an announcement over the siren public address system will be made stating, "The following siren alarm is a test of the Taylor County Emergency Warning System. This is only a test." Upon completion of the siren test a public address will follow notifying the public again that "This was a test of the Taylor County Emergency Warning System. This was only a test."
2. Conduct weekly silent tests on or around every Friday at 1000.
3. Replace defective parts as needed to ensure optimum and reliable operation.

RESPONSIBLE DEPARTMENT

Emergency Management

Sunset Date: 00/00/00 (Use this format)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

**THE BOARD TO REVIEW AND CONSIDER APPROVAL OF
APPLICATION TO THE STATE OF FLORIDA PURCHASING
CARD PROGRAM AND COUNTY PURCHASING CARD POLICY**



MEETING DATE REQUESTED:

JUNE 3, 2013

**Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF P-CARD
APPLICATION AND POLICY**

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: JACK BROWN, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues: THE COUNTY IS INCREASINGLY HAVING OCCURRENCES
WHERE BUSINESSES ARE REFUSING TO ACCEPT PURCHASE ORDERS OR
CHECKS. IN SOME CASES, COUNTY EMPLOYEES ARE REQUIRED TO SECURE
SERVICES USING PERSONAL CREDIT CARDS. THE BOARD HAD REQUESTED THIS
APPLICATION AND POLICY AT THE MAY 28 WORKSHOP.**

Options: APPROVE/DENY/EDIT

**Attachments: STATE OF FLORIDA BANK OF AMERICA PURCHASING
CARD APPLICATIONS
DRAFT PURCHASING CARD POLICY
STATE OF FLORIDA PURCHASING CARD SERVICES
CONTRACT**

State of Florida Bank of America Purchasing Card Application



Check the box which applies:

- ☐ Payments will be processed through the State of Florida's Department of Banking and Finance.
- ☒ Payments will be processed directly to Bank of America.

Bank of America.



STATE OF FLORIDA / BANK OF AMERICA VISA PURCHASING CARD APPLICATION

Does your Organization currently bank with Bank of America? YES, Location: _____

Entity Information *(Please type or print):*

Name of Entity (As it will appear on card): Limit 24 spaces.

T	A	Y	L	O	R		C	O	U	N	T	Y		B	C	C													
---	---	---	---	---	---	--	---	---	---	---	---	---	--	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--

Entity Legal Name Taylor County Board of County Commissioners

Street Address 108 N. Jefferson St., Suite 102 P.O. Box 620, Perry, FL 32348 (Mailing Address)

City/State/Zip Perry, FL 32347 Tax ID # 59-6000879

Business Phone 850-838-3506 No. of Employees 110

Type of Organization:

- ☐ State Agency ☐ Community College ☐ Special District (type) _____
- ☐ Municipality ☐ District School Board ☐ Other (specify) _____
- ☒ County ☐ County Constitutional Office (specify) _____

Program Administrator:

Name Jack Brown Title County Administrator

Business Address 201 E. Green Street

City Perry State FL Zip 32347 Business Phone 850-838-3500x106

E-mail address county.admin@taylorcountygov.com Fax Number 850-838-3501

Back-Up Program Administrator

Name Dustin Hinkel Title Assistant County Administrator

Business Address 201 E. Green Street

City Perry State FL Zip 32347 Business Phone 850-838-3500x107

E-mail address admin.assist@taylorcountygov.com Fax Number 850-838-3501

Program Information:

1. What is your projected annual dollar volume using the Purchasing Card? \$25,000
2. How many cards do you anticipate initially? 1 At full implementation? 1
3. How soon do you plan to implement a Purchasing Card program (target date)? July 1, 2013

TO ENSURE PROMPT PROCESSING:

- ☐ **Complete Application and Signature and Authorization:** Complete all sections including Signature(s), Authorization and Certificate of Authority.
 - ☐ **Financial Statements:** For Entities processing payments directly to Bank of America, **enclose your two most recent years audited financial statements.**
 - ☐ **Forward the completed application, along with all required documentation, to your Bank of America Account Representative.**
-

Electronic Transmission and Reporting:

- ☐ EDI
- ☐ Statement Billing File (ASCII)
- ☐ Info Span/CPA
- ☐ EAGLS

Payment Method:

- ☐ ACH Debit
 - ☐ ACH Credit
 - ☐ Wire Transfer
-

Signature and Authorization:

To be signed by person authorized to enter into the Agreement:

The entity named above the (the "Entity"), by the signature of its authorized officer or employee below, requests that a Visa Purchasing Card account be established by Bank of America, N.A. USA in the name of the Entity, and that Visa Purchasing Cards be issued to the representatives of the Entity as the Entity designates from time to time. The Entity agrees to be liable for transactions made on the account, and shall pay Bank of America, N.A. USA the account charges in accordance with the Bank of America Purchasing Card Program Agreement with the State of Florida dated February 4, 1997, as it may be amended from time to time (the "Agreement"). The Entity hereby acknowledges receipt of a copy of the Agreement. The Entity agrees that it shall be considered a participating Entity, as such term is defined in the Agreement and as such shall fulfill all Participant Entity obligations. If the Entity utilizes electronic data interchange (EDI) through the Florida Department of Management Services (DMS) for billing and information processing and to the extent that funding is not lawfully available to the Division of Purchasing of DMS to pay the EDI costs, then the Entity agrees to pay DMS its proportionate share of electronic data interchange costs (EDI), as determined at the sole discretion of DMS. The Entity understands that its participation in the Purchasing Card Program may be immediately terminated if it fails to make timely payments hereunder or otherwise as permitted in the Agreement. If the Entity process payments directly to Bank of America and the Agreement should terminate, Bank of America may, as its option, upon notice to the Entity, terminate Entity's account or issue new terms for the account. I hereby certify that I am authorized to sign this application for the Bank of America Purchasing Card Program and to contractually bind the Entity to all terms and conditions found herein, without limitation, for the duration of the said contract. The legal basis upon which this authorization exists is as follows:

Florida Law (please give citation): _____

Florida Administrative Code or ordinance (please give citation): _____

Other (please give reference or citation): _____

Name (print): _____ Title: _____

Signature: _____ Date: _____

Entity or Organization: _____

Certificate of Authority (to be signed by Counsel for Participating Entity./Organization):

This certifies that _____ is authorized, by the specific provisions of the Florida Statutes, Florida Administrative Code or other legal authority cited above, to sign the application for the Bank of America Purchasing Card Program on behalf of the named Entity/Organization in this application and by so signing binds the Entity/Organization to all terms and conditions found herein, without limitation, for the duration of the said contract.

Print Name: _____

Signature: _____

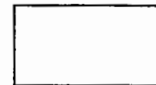
Florida Bar I.D. Number: _____



Taylor County

Board of County Commissioners'

Policy Manual



Policy #:

Title:

Effective Date:

Procurement of Personal Property and Services by Purchasing Card

PURPOSE

To establish purchasing policies and procedures for procuring commodities and services by purchasing card.

REFERENCE

Section 287.057, Florida Statutes
Section 125.01, Florida Statutes

POLICY

(1) The use of purchase card procurement can only be authorized by the Office of the County Administrator and is authorized on a case by case basis. A Purchasing Card may be used after a department has exhausted all options to procure the item or service through the County's routine procurement systems (Purchase Order, Vendor Prepay, contractual agreement) or the purchase meets the definition of an emergency purchase and procurement by purchasing card will improve the department's ability to alleviate the hazardous situation, or the County Administrator determines it is in the best interest of the County.

- (a) The least expensive item that meets the County's basic needs should be sought.
- (b) Card users must follow the County's administrative control of funds procedures to ensure that sufficient funds are available prior to making a purchase.
- (c) Use of the purchasing card is not intended to replace effective procurement planning which enables volume discounts. The P-Card is primarily the purchasing instrument used for commodities valued at less than \$1,000.00 per item and non-recurring services valued at less than \$3,000.00, which cannot be procured using routine procurement procedures.
- (d) The card user must ensure that sales tax is not charged at the time of procurement.

(e) Use of the purchasing card does not relieve the card user from complying with Federal, state and local laws, ordinances, regulations, policies and procedures.

(2) The Office of the County Administrator shall possess the purchasing card(s) and requesting departments shall submit a signed memorandum explaining the potential purchase and the department's failed attempts to use established procurement procedures. For emergency purchases, the requesting department must complete and submit the Emergency Certification Form. The County Administrator is authorized to approve the use of the purchasing card when, in review of the required forms, he/she is satisfied that the department has exhausted all routine county procurement systems and/or procurement by purchasing card is in the best interest of the County.

(a) Once approved, the department must encumber funds using the County's requisition system with the vendor name "Bank of America CC".

(b) The approved memo must be attached to the requisition.

(c) Upon receipt of a Purchase Order, the department shall have approval to move forward with using the Purchasing Card to initiate the purchase.

(d) Immediately following the purchase, the Purchasing Card is to be returned to directly to the Assistant County Administrator.

(3) Procurement by purchasing card is prohibited for the following commodities and/or services or situations.

(a) Back orders are not permitted. Items are not to be billed for until shipped.

(b) The Purchasing Card cannot be used to purchase like items totaling over \$10,000 per fiscal year or for goods available from the County warehouse.

(4) If a card is lost or stolen, the card user must immediately notify the Office of the County Administrator and the Director of Finance.

(5) Purchase Transaction Documentation. All purchase transactions fall into one of two categories; face to face (i.e., over the counter) or remote (i.e., telephone, internet or fax).

(a) Face To Face: The card user should get a receipt for any face-to-face transaction. The receipt serves to document the receipt of goods/supplies.

(b) Remote: The card user must document the order when it is placed. When the goods are received, the packing slip must be matched to the statement of invoice.

(6) All original transaction documentation must be turned into the Office of the County Administrator immediately upon receipt of the item/service. The documentation must be coded with the expenditure account the purchase is to be charged to, dated, and signed. The Department must also submit copies of the Purchase Order and approved memo requesting use of the purchasing card. Departments are encouraged to make copies for their own records.

(a) The Office of the County Administrator shall compile all transaction documentation for the billing month, identify the appropriate cost center for each charge on the billing statement, and submit all documentation to the Finance Department by (date).

(7) The Finance Department is responsible for receiving and processing the Purchasing Card invoice for payment. Finance personnel will audit submitted transaction documentation

for compliance with Purchasing and Finance Policies. Finance personnel shall issue payment from the department cost centers as coded on the transaction documentation.

(8) Any errors, sales tax issues or questionable purchases must be resolved before submitting to Finance. The Approving employee's signature on the purchase transaction documentation certifies all transactions as legitimate expenditures of County funds.

(9) Missing Documentation, Conflicts, and Questionable Purchases: The user Department is responsible for providing required documentation. If a receipt is lost, attempt to obtain a duplicate. If a duplicate cannot be obtained, prepare a statement that includes all the information normally found on the receipt and a brief explanation for the lost documentation. Any conflicts with the transaction documentation and the invoice or questionable purchases discovered by Finance personnel during processing will be forwarded to the Office of the County Administrator for immediate investigation. Abuse may result disciplinary action and loss of card privileges.

(10) Disputed Charges: If the Office of the County Administrator or the Finance Department questions a charge on the statement, the user Department shall contact the vendor directly and attempt to reach a resolution. If the user Department reaches an agreement with the vendor, there is no dispute. If the vendor refuses to acknowledge the error or will not issue a credit, the user Department must fill out the issuing bank's "Purchase Card Disputed Charge Form" and send a copy to the Office of the County Administrator and the Finance Department. The bank will then adjudicate the disputed charge.

RESPONSIBLE DEPARTMENT

Office of the County Administrator

DATE ISSUED/SUNSET DATE

Sunset Date:

Form Last Updated:

Purchasing Card Services Contract
Between
The Florida Department of Management Services
And
FIA Card Services, N.A.

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(The remainder of this page was intentionally left blank)

Contract

This contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and FIA Card Services, N.A., a Bank of America company, ("Contractor"), (collectively, "the Parties").

RECITALS

- I. Department entered into an agreement ("Prior Agreement") with Contractor's predecessor, Nations Bank, for the delivery of Purchase Card services, which, as amended, is captured in Attachments A and B and is scheduled to expire January 6, 2013;
- II. The Prior Agreement and this Contract encompass contractual services available only from a single source pursuant to Section 287.057(3)(c), Florida Statutes; and
- III. The Parties desire to continue the services delivered under the Prior Agreement without interruption through this Contract.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

The following definition applies in addition to the definitions in PUR 1000.

a) Confidential Information - Any portion of a Contractor's documents, data, or records disclosed to the Department that the Contractor claims is confidential and exempt from disclosure pursuant to Chapter 119, Florida statutes, the Florida Constitution, or controlling federal law and is clearly marked "Confidential."

2. Term

2.1 Initial Term.

The initial term of the Contract will be for 2 years. The initial contract term shall begin on January 7, 2013.

2.2 Renewal Term.

There is no renewal term for this Contract.

2.3 Termination

In addition to any other relevant termination provisions, should the Department successfully re-procure the contractual services provided in this Contract, the Department may terminate this agreement prior to the end of the Initial Term (see 2.1), however, the Department must advise the Contractor of such early termination at least 15 calendar days in advance thereof.

3. Payments

3.1 Pricing

Payments and pricing under this Contract is governed by Attachments A and B.

3.2 Price Adjustments

To the degree applicable, this topic is governed by Attachments A and B.

3.3 Detail of Bills

Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation.

3.4 Bills for Travel

This is not applicable to this Contract.

3.5 This paragraph number is reserved for use in future contracts

3.6 Return of Funds

The Contractor shall return to the Customer any overpayments made to the Contractor due to unearned funds or funds disallowed that were disbursed to the Contractor by the Customer and any interest attributable to such funds pursuant to the terms and conditions of this Contract. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay the overpayment immediately without notification from the Customer. In the event that the Customer first discovers an overpayment has been made, the Customer will notify the Contractor in writing of such findings. Should repayment not be made within 30 days, the Contractor will be charged interest at the lawful rate of interest on the outstanding balance after Customer notification or Contractor discovery.

3.7 This paragraph number is reserved for use in future contracts

4. Contract Document

4.1 Contract Documents & Hierarchy

This Contract sets forth the entire understanding of the parties and consists of this document named "Contract," including the recitals, which are true and correct and incorporated by reference herein, and the other documents listed below. In the event of any these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

-
- a. Contract.
 - b. Attachment A, which contains the amendments to the terms of Attachment B as of January 6, 2013.
 - c. Attachment B, which is The Nations Bank Purchasing Card Program Agreement with the State of Florida, executed February 4, 1997, and all documents and attachments referenced therein, whether or not attached thereto.
 - d. The General Contract Conditions - PUR 1000, which are incorporated by reference, and available at <http://www.mysafefloridahome.com/images/Pur%201000.pdf>.

5. Contract Administration

5.1 Department Contract Administrator

The Department will name a Contract Administrator during the term of this Contract whose responsibilities will be to maintain this Contract. As of the effective date of the Contract, the Contract Administrator is as follows:

Michelle MacVicar, FCCM, FCCN
Purchasing Analyst, Contract Manager
Florida Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
(850) 414-6131
(850) 414-8331 Fax
Email: Michelle.MacVicar@dms.myflorida.com

In the event that the Department changes the Contract Administrator, the Department will notify the Contractor in writing. Such changes do not require a formal written amendment to the Contract.

5.2 Contractor's Company Information and Contacts

The Contractor shall maintain its Information Worksheet as submitted in the completed Information Worksheet SP410 form, which is available from the Department. Contractors shall update any necessary information by submitting a revised SP 410 form. The Contractor shall designate one individual to serve as the Designated Contact Point for the Contract and one alternate Designated Contact Person. All questions and customer service issues concerning this Contract shall be directed to the Designated Contact Point. It will be the Designated Contact Point's responsibility to coordinate with necessary Customer personnel as required. The Contractor shall maintain its Ordering Contact Information as submitted in the completed SP410 form. The Contractor shall update any information necessary for placing orders under the Contract by submitting a revised Information Worksheet SP410.

5.3 Contract Reports

The Contractor shall submit such Contract reports as are currently being provided in accordance with the Prior Agreement. The Department may request additional reports as needed and as Contractor is able to provide to address performance and auditing issues. Such additional reports will be provided if they are available within the scope of the current product being provided.

5.4 Diversity Reporting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, and in an agreed upon timeframe, the Contractor shall report to the Department, such information as is available to the Contractor regarding spend with certified and other minority business enterprises if such information is permitted to be reported. These reports may include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

5.5 Business Review Meetings

The Department reserves the right to schedule business review meetings at a frequency that is mutually agreed to by the Department and Contractor,. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contract being found in default and termination of the Contract by the Department or nonrenewal of the Contract.

6. Compliance with Laws

6.1 Compliance

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract.

6.2 Notice of Legal Actions

The Contractor shall notify the Department promptly upon learning of any legal action filed against it with respect to this Contract.

6.3 Public Entity Crime and Discriminatory Vendors

Pursuant to sections 287.133 and 287.134, Florida Statutes, the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list.

6.3.1 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

6.3.2 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.

7. Liability and Worker's Compensation Insurance

This paragraph modifies section 35, of the PUR 1000. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be as follows: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the

Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

8. Public Records

8.1 Access to Public Records

The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract by providing copies of the requested information in response to a public records request, unless the records are exempt from section 24(a) of Article I of the State Constitution or section 119.07(1), Florida Statutes or under Federal Law or disclosure is prohibited by Federal law. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section by failing to respond to such requests.

8.2 Redacted Copies of Confidential Information

If Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Contractor must simultaneously provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

8.3 Request for Redacted Information

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

8.4 Indemnification

Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Contractor's determination that the redacted portions of its response

are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request or other lawful request for these records.

9. Intellectual Property

The parties do not anticipate that any Intellectual Property will be developed as a result of this contract. However, any Intellectual Property developed as a result of this Contract will belong to and be the sole property of the state. This provision will survive the termination or expiration of this Contract.

10. Preferred Price Affidavit Requirement

The Contractor shall submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit, in accordance with section 216.0113, Florida Statutes. The Preferred Pricing Affidavit is available from the Department.

11. E-Verify

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

12. Scrutinized Company List

In executing this Contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

13. This paragraph number is reserved for use in future contracts

14. Records Retention

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation

to this the Contract. Notwithstanding anything to the contrary elsewhere in the Contract, Contractor shall retain all documents related to this Contract for a rolling period of at least seven (7) years from the date of a transaction, in accordance with the Contractor's record retention policies and processes, which include a process for retention of records beyond the normal retention period for legal and audit purposes upon written request from the State.

15. Gifts

The Contractor agrees that it will not offer to give or give any gift to any State of Florida employee. This Contractor will include such requirements in its subcontracts for services required under this Contract.

16. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, Florida Statutes, which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at 850.410.9724 or 800.848.3792. The previous sentence is supplied for notice purposes only.

17. Inspection by the Department

Upon prior notice, the Contractor shall permit all persons who are duly authorized by the Department to inspect and obtain requested copies of any records, papers or documents of the Contractor related to the Contractor's provision of the card services to Participating Entities pursuant to the terms of this Contract and to interview employees, limited to those inspections and interviews necessary to assure the Department of satisfactory performance of the terms and conditions of this Contract. The previous sentence shall not be read as permitting or requiring violation of applicable federal or state privacy laws governing financial institutions including, but not limited to, the Gramm-Leach-Bliley Act and all regulations promulgated pursuant thereto. The interviewing of individual employees shall be coordinated with the Designated Contact Point selected by the Contractor and shall be pursued only when the Contractor agrees no other reasonable substitute can be identified from which to gather the needed information. In the event that an interview of a Contractor employee is conducted, the Contractor reserves the right to designate a Contractor representative to be present with the employee during any interview conducted by the Department or its representatives. This provision will not limit the Department's termination rights.

18. Performance Bond

This paragraph is not applicable to this contract.

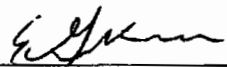
19. Disclosure of Information

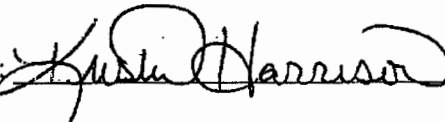
Notwithstanding anything to the contrary elsewhere in the Contract, the Department acknowledges the Contractor may be required to disclose confidential information to their regulators or as required by law. Such information may be released without the prior written consent or approval of the Department or Participating Entity.

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed by their duly authorized officials.

Department

Contractor

By: 

By: 

Print name: Erin G. Rodde *on behalf of*
secretary
Nichols

Print name: Kristin Harrison

Title: Chief of Staff

Title: Senior Vice President

Date: 1-4-2013

Date: 1-4-2013

The following are the amendments to Nations Bank Purchasing Card Program Attachment with the State of Florida:

1. "Department of Banking and Finance" is replaced by "Department of Financial Services," wherever found;
2. A single purchase maximum limit of Twenty Five Thousand Dollars (\$25,000) applies to each transaction by an EMPLOYEE CARDHOLDER. The AGREEMENT is hereby amended to allow an EMPLOYEE CARDHOLDER to make a purchase in an amount established by the PARTICIPATING ENTITY and in concurrence with issuing financial institution; provided, however, that the EMPLOYEE CARDHOLDER shall continue to be subject to the monthly credit limit applicable to his/her account;
3. New Participants. New Participating entities that join the Agreement after the effective date of the contract must select a settlement period of not more than 30 cycle days and not more than 14 grace days; and
4. Shared Savings. The following modifies the provisions of Section 13 and Addendum A of the Agreement

A. Categories. For the purposes of calculating shared savings, participating entities (as defined in the Agreement) shall be categorized into two (2) categories, as follows:

- a. Participating Entities/ Agencies that process and pay via the Florida Department of Financial Services on a daily basis shall be known as Category A.
- b. Participating Entities (local government/political subdivisions/state universities, etc.) that make payment to Bank of America through other payment systems shall be known as Category B.

B. Payments. Payment of shared savings shall be made as follows:

- a. Base Payment to the State. Bank of America shall pay a 1% (100 basis points) fee per transaction, to the State, based on the Net Purchase Volume of the Participating Entities in Category A per Calculation Period. The Calculation Period is one (1) calendar month.
- b. Additional Payment to Category A and Category B Participating Entities. In addition, Bank of America shall pay, not later than 60 days after the close of each calendar year, a rebate calculated per the following grid: 1) to the State for all Category A entities; and 2) to each qualifying Category B Participating Entity based on its own Net Purchase Volume for the previous calendar year.

Rebate Multiplier Grid

- (a) Less than \$1 million in annual Net Purchase Volume – No Rebate
- (b) \$1,000,000 - \$3,499,999 – 110 basis points
- (c) \$3,500,000 - \$9,999,999 – 140 basis points

(d) \$10,000,000 and greater – 160 basis points

In the event of termination of the Agreement, the rebate multiplier applicable per section B.b, will be determined by prorating the Net Purchase Volume as follows: The Net Purchase Volume divided by the actual number of days in the calendar year that this Agreement is in effect, times 365 days, to determine the projected annual Net Purchase Volume rebate multiplier. The rebate multiplier will be applied to the actual Net Purchase Volume. By way of example, if a Category B Participating Entity has transacted \$5MM in net Purchase Volume as of June 30, and the contract terminates on June 30, then the rebate multiplier will be determined as follows: \$5MM divided by 180 days in the calendar year contract term, times 365 days = \$10.1MM. The applicable rebate multiplier is 160 basis points, paid on \$5MM Net Purchase Volume.

- C. Large Ticket Transactions. A "Large Ticket Transaction" is defined as a transaction which, based on the merchant and dollar amount, may be subject to the Visa Large Ticket Interchange Program, as determined and amended by Visa from time to time. If qualifying Large Ticket Transactions exceed 5% of the total Net Purchase Volume for both Participating Entity Categories A and B, Bank of America reserves the right to renegotiate the rebate multiplier for qualifying Large Ticket Transactions, as mutually agreed by both parties.
- D. Administrative Payment to the State. Bank of America shall pay a 0.05% (five basis points) fee per transaction, to the State, based on the Net Purchase Volume of the Participating Entities in Category B for the previous calendar year.
- E. Changes in Rules or Regulations: Notwithstanding anything to the contrary in the Agreement, if Bank of America becomes subject to new federal, State of Florida and/or Card Association rules or regulations that significantly reduce revenue, the rebate payment structure may be subject to re-negotiation. A request for re-negotiation shall be made in writing, citing the new rules or regulations and the related impact. The State will review and respond to the request for re-negotiation within 15 days of receipt of said notice. Both Parties agree to negotiate in good faith, and within a 15 day timeframe following the State's response. In the event that both Parties are unable to come to a mutually agreeable provision as it relates to the rebate payment structure:
 - a. Bank of America will have the right to terminate the rebate payments upon 90 days written notice to the State after said impasse is reached in negotiations or as of the date such rule or regulation takes effect, whichever is later; or
 - b. Bank of America will have the right to terminate the Contract upon 180 days written notice to the State. The rebate payment structure shall remain in full force and effect for the entire 180 day notice period.

**NATIONS BANK PURCHASING CARD PROGRAM AGREEMENT
WITH THE STATE OF FLORIDA**

This AGREEMENT is by and between NationsBank, N.A. (SOUTH) ("NATIONS BANK") and the Department of Management Services of the State of Florida acting on behalf of the State of Florida ("STATE"). This Program Agreement ("AGREEMENT") will be effective upon execution by the parties.

WHEREAS, STATE issued a Request for Proposals, number 4-973-120-W, on June 10, 1996, and NATIONS BANK submitted its response which was evaluated to be the best of all responses received.

NOW THEREFORE, the parties wish to enter into this AGREEMENT to formalize the relationship which will permit ELIGIBLE ENTITIES to participate in the PURCHASING CARD PROGRAM.

DEFINITIONS

- "ACCOUNT" means a line of credit plan established by NATIONS BANK pursuant to this AGREEMENT that can be utilized by an EMPLOYEE CARDBOLDER for the purpose of incurring LEGITIMATE BUSINESS EXPENSES.
- "BILLING CYCLE" means a monthly billing period with a 14 day grace period before payment is due.
- "CALCULATION PERIOD" means each calendar month during the term of this AGREEMENT, in which any ACCOUNT is in effect.
- "CARDLESS ACCOUNT" means a type of ACCOUNT (i) which requires the express prior approval of the STATE before it is opened; (ii) with respect to which no PURCHASING CARD is issued; and, (iii) which is accessed by ACCOUNT number alone.

- **"CENTRAL BILLING"** means one billing statement for combined CHARGES per BILLING CYCLE will be provided to a PARTICIPATING ENTITY and payment(s) will be made by such PARTICIPATING ENTITY for outstanding CHARGES on the billing statement.
- **"CENTRAL PAY"** means a PARTICIPATING ENTITY will send payment(s) for its CHARGES on its CENTRAL BILLING statement.
- **"CHARGE"** means any transaction occurring on an ACCOUNT (including a CARDLESS ACCOUNT) including, but not limited to, purchases, late payment fees and any other fees charged in conjunction with the PROGRAM that are specifically provided for in this AGREEMENT.
- **"DISPUTES"** means items that are requested by an EMPLOYEE CARDHOLDER or PARTICIPATING ENTITY to qualify for credit under Visa's Rules and Regulations as they may be in effect at the time the claim by the EMPLOYEE CARDHOLDER or PARTICIPATING ENTITY is made.
- **"ELIGIBLE ENTITY(S)"** is as defined in the RFP.
- **"EMPLOYEE CARDHOLDER"** means a person designated by a PARTICIPATING ENTITY for whom an ACCOUNT is established by NATIONSBANK upon the request of such PARTICIPATING ENTITY.
- **"FRAUDULENT USE"** means any CHARGE that was not made by the EMPLOYEE CARDHOLDER or his/her agent and which was reported by PARTICIPATING ENTITY or EMPLOYEE CARDHOLDER to NATIONSBANK in a timely manner, as stated in section 3.
- **"LEGITIMATE BUSINESS EXPENSE"** means those CHARGES that directly or indirectly benefit a PARTICIPATING ENTITY, whether or not previously authorized or approved by said PARTICIPATING ENTITY.
- **"MEMO BILLING STATEMENT"** means a summary of CHARGES on the EMPLOYEE CARDHOLDER's ACCOUNT provided for information purposes only, not for billing purposes.

- **"MERCHANT CATEGORY CODE"** means merchant classifications assigned by Visa and made available for use by STATE or a PARTICIPATING ENTITY for the purposes of allowing or restricting CHARGES.
- **"NET PURCHASE VOLUME"** is defined as aggregate dollar amount of purchases made on the ACCOUNTS in the relevant CALCULATION PERIOD less the aggregate dollar amount of (i) successful DISPUTES, (ii) successful FRAUDULENT USE, and (iii) PERSONAL CHARGES for which Visa's Liability Waiver Program makes payment to NATIONSBANK, relating to a purchase(s) made during any previous CALCULATION PERIOD.
- **"PARTICIPATING ENTITY" or "PARTICIPATING ENTITIES"** are as defined in the RFP, provided that the entity has executed the appropriate PROGRAM application and the application has not been declined pursuant to section 1.E. of this AGREEMENT.
- **"PERSONAL CHARGES"** means CHARGES which are not LEGITIMATE BUSINESS EXPENSE(S).
- **"PROGRAM ADMINISTRATOR"** means the designated representative of a PARTICIPATING ENTITY who will work directly with NATIONSBANK and the STATE on issues that relate to the PROGRAM.
- **"PURCHASING CARD"** means the plastic card issued with respect to an ACCOUNT.
- **"PURCHASING CARD PROGRAM" or "PROGRAM"** means the extension of service under this AGREEMENT for the STATE and any PARTICIPATING ENTITY.
- **"RFP"** means the original request for proposals, number 4-973-120-W, issued on June 10, 1996, the written questions and answers clarifying certain issues in the original request for proposals, and the Addendum which modified the original request for proposals issued on July 23, 1996.

- "STATE PROGRAM ADMINISTRATOR" means the designated representative assigned by the STATE to be the primary point of contact for NATIONSBANK and all PARTICIPATING ENTITIES on issues that relate to the PROGRAM.

1. PURCHASING CARD ISSUANCE.

A. NATIONSBANK hereby agrees to provide a PARTICIPATING ENTITY with the NATIONSBANK PURCHASING CARD PROGRAM, establish ACCOUNTS and issue PURCHASING CARDS to EMPLOYEE CARDHOLDERS upon the terms and conditions of this AGREEMENT. Each ACCOUNT is to be used for LEGITIMATE BUSINESS EXPENSE.

B. NATIONSBANK will establish an ACCOUNT for and issue a PURCHASING CARD to an EMPLOYEE CARDHOLDER upon the request of a PARTICIPATING ENTITY; however, the establishment of a CARDLESS ACCOUNT will be subject to subsection 1.C., below.

C. NATIONSBANK may, at the request of PARTICIPATING ENTITY and with the approval of STATE, establish CARDLESS ACCOUNTS. A CARDLESS ACCOUNT may be utilized by a PARTICIPATING ENTITY for the purchase of goods and services. In the event that a CARDLESS ACCOUNT is established, all transactions on such ACCOUNT shall in all respects be treated as though the transactions were initiated through the use of a PURCHASING CARD except as stated in Section 2.B. hereafter. Each PARTICIPATING ENTITY will use all due care to maintain the security of all PURCHASING CARDS and CARDLESS ACCOUNT numbers provided to it under the PROGRAM.

D. Each PURCHASING CARD and CARDLESS ACCOUNT shall be valid for the term indicated and will be eligible for reissuance, unless such PURCHASING CARD, CARDLESS ACCOUNT and/or the PROGRAM have been canceled by NATIONSBANK pursuant to the provisions of this AGREEMENT, or at the request of the PARTICIPATING ENTITY as it relates to its participation, or at the request of STATE. NATIONSBANK reserves the right to cancel or suspend an ACCOUNT at any time if the ACCOUNT is more than 30 days past due with notice to the PARTICIPATING ENTITY and STATE. In addition, NATIONSBANK may suspend any ACCOUNT with just cause at any time prior to notifying STATE or PARTICIPATING ENTITY provided that it notifies the PARTICIPATING ENTITY and STATE at the earliest reasonable opportunity.

E. If an ELIGIBLE ENTITY's payments to NATIONSBANK are processed through the Department of Banking and Finance, a PROGRAM application (to be mutually developed by STATE and NATIONSBANK) shall be executed by the ELIGIBLE ENTITY but such application shall not be subject to a financial, analytical or performance review. In the event that an ELIGIBLE ENTITY's payments pursuant to this AGREEMENT are not processed through the Department of Banking and Finance, NATIONSBANK and the STATE will develop a separate PROGRAM application/enrollment to be executed by such ELIGIBLE ENTITY and which will be utilized by NATIONSBANK to conduct an independent financial, analytical and performance review. In the event that this review demonstrates bona fide concerns for NATIONSBANK or STATE, a good faith effort will be made to resolve the concerns. However, if the parties are unable to resolve said concerns, NATIONSBANK reserves the right to decline the PROGRAM application/enrollment of the ELIGIBLE ENTITY. In any event, NATIONSBANK shall not be required to establish any ACCOUNT under this AGREEMENT unless and until STATE or PARTICIPATING ENTITY furnishes to NATIONSBANK such evidence of action and authority as NATIONSBANK may reasonably request prior to the enrollment of a PARTICIPATING ENTITY.

2. LIABILITY.

A. **PARTICIPATING ENTITY PURCHASING CARD ACCOUNT Liability.** A PARTICIPATING ENTITY shall be liable for all CHARGES made on all of its EMPLOYEE CARDHOLDERS' PURCHASING CARDS except for CHARGES resulting from FRAUDULENT USE or qualifying under the DISPUTES policy. However, if the PARTICIPATING ENTITY meets all then existing requirements of Visa's Liability Waiver Program (Addendum B), then PARTICIPATING ENTITY will not be liable for any PERSONAL CHARGES on its PURCHASING CARD ACCOUNTS. The STATE understands that a PARTICIPATING ENTITY may be required to pay NATIONSBANK for some disputed (FRAUDULENT USE and PERSONAL CHARGES) transactions pending the ultimate resolution of said disputed transactions.

B. **PARTICIPATING ENTITY CARDLESS ACCOUNT Liability.** Should PARTICIPATING ENTITY request with prior approval of STATE to set up CARDLESS ACCOUNTS under the PROGRAM, all CHARGES to the CARDLESS ACCOUNTS shall:

(i) not be subject to signature and identity verification procedures and, therefore, will not be eligible for DISPUTES processing for any reason related to signature or identity verification; and,

(ii) be considered LEGITIMATE BUSINESS EXPENSE unless such CHARGE was made from a merchant who was blocked using MERCHANT CATEGORY CODES and the failure to dishonor the CHARGE was an error by NATIONSBANK or a third party processor selected by NATIONSBANK.

MERCHANT CATEGORY CODES will be considered blocked two (2) business days after a request is received by NATIONSBANK provided the request to block, from STATE or a PARTICIPATING ENTITY, is initiated on a NATIONSBANK business day. However, if a PARTICIPATING ENTITY meets all then existing requirements of Visa's Liability Waiver Program, then PARTICIPATING ENTITY will not be liable for any PERSONAL CHARGES on the CARDLESS ACCOUNT.

C. Billing Procedures.

(i) General procedures. CHARGES for both PURCHASING CARDS and/or CARDLESS ACCOUNTS will be set forth on a billing statement furnished to each PARTICIPATING ENTITY, and a MEMO BILLING STATEMENT may be provided at the PARTICIPATING ENTITY's request to the EMPLOYEE CARDHOLDER or to the PARTICIPATING ENTITY for distribution by the PARTICIPATING ENTITY to EMPLOYEE CARDHOLDERS. NATIONSBANK shall, upon request of a PARTICIPATING ENTITY, provide the PARTICIPATING ENTITY with information with respect to all CHARGES made by an EMPLOYEE CARDHOLDER during each BILLING CYCLE and with any other information concerning the EMPLOYEE CARDHOLDER's ACCOUNT. STATE, on behalf of PARTICIPATING ENTITIES, and NATIONSBANK shall agree to the settlement terms outlined in Addendum A.

(ii) Special procedures. The following procedures apply when a PARTICIPATING ENTITY's payments are processed through the Department of Banking and Finance. NATIONSBANK agrees to transmit daily statements/invoices (EDI 811s) containing the transactions (CHARGES, credits, DISPUTES, which reduce the balance due, and payments) processed the previous day through

NATIONSBANK for each PARTICIPATING ENTITY. NATIONSBANK has also agreed to accept daily payments in the form of Electronic Funds Transfer (ACH Credits) from the Department of Banking and Finance per PARTICIPATING ENTITY to be applied against that PARTICIPATING ENTITY's outstanding balance. It is also understood:

(a) NATIONSBANK will commence transmission of transactions to the STATE on a daily basis, excluding weekends, STATE holidays, and banking holidays, between 4:30 a.m. but not later than 7 a.m. Eastern Time each business day. NATIONSBANK and the STATE will develop a mutually agreeable process for notifying the STATE's designated representative of a transmission failure and possible resolution. NATIONSBANK and the STATE will develop a mutually agreeable transmission schedule annually.

(b) Since the outstanding balance for a PARTICIPATING ENTITY will be changing for each transmission of CHARGES and credits and payments received by NATIONSBANK, the daily transmissions will contain a running balance of the PARTICIPATING ENTITY'S ACCOUNT.

(c) NATIONSBANK will be responsible for notifying the STATE, in a method mutually agreeable to the STATE and to NATIONSBANK, that NATIONSBANK believes that a PARTICIPATING ENTITY is in arrears. Such notice shall indicate the name of the PARTICIPATING ENTITY and the amount in arrears for the BILLING CYCLE.

(iii) NATIONSBANK shall work with each PARTICIPATING ENTITY that is not included under section 2.C.(ii), above, to accommodate the electronic transmission of information as described in NATIONSBANK response to the RFP, between such PARTICIPATING ENTITY or its designated data processing facility and NATIONSBANK.

D. **DISPUTES.** NATIONSBANK will process DISPUTES upon receipt of a written notice of a disputed item from an EMPLOYEE CARDHOLDER, PROGRAM ADMINISTRATOR or the STATE PROGRAM ADMINISTRATOR, in accordance with Visa's Rules and Regulations concerning valid DISPUTES, as in effect from time to time. NATIONSBANK will issue temporary credits for DISPUTES that will reduce the outstanding balance due at the end of a BILLING CYCLE for each PARTICIPATING ENTITY.

E. **Liability upon Termination of AGREEMENT.** Any liability of a PARTICIPATING ENTITY or STATE to NATIONSBANK or NATIONSBANK to a PARTICIPATING ENTITY or STATE, which arises prior to the termination of this AGREEMENT, shall survive the termination of this AGREEMENT.

F. NATIONSBANK acknowledges that STATE and PARTICIPATING ENTITIES are separate legal entities which are not legally responsible for each other's tortious conduct or financial obligations.

3. **RESPONSIBILITY FOR CHARGES.** A PARTICIPATING ENTITY shall pay NATIONSBANK for all CHARGES on all EMPLOYEE CARDHOLDER ACCOUNTS and CARDLESS ACCOUNTS and such payment shall be made according to the settlement terms in Addendum A, except as modified by other provisions of this AGREEMENT. If a PARTICIPATING ENTITY meets all then existing requirements of Visa's Liability Waiver Program, then NATIONSBANK will process a claim on behalf of such PARTICIPATING ENTITY and issue a credit to the ACCOUNT once reimbursement is received from the Visa Liability Waiver Program administrator. FRAUDULENT USE will be reported to NATIONSBANK no later than (i) 60 days after the end of the BILLING CYCLE in which any such CHARGE first appears in the daily statement transmitted in accordance with section 2.C.(ii) for those PARTICIPATING ENTITIES which process payments through the Department of Banking and Finance, or (ii) 60 days after the end of the BILLING CYCLE in which any such CHARGE first appears on the MEMO BILLING STATEMENT for any other PARTICIPATING ENTITY. If FRAUDULENT USE is not so reported, PARTICIPATING ENTITY waives any right to dispute such CHARGE.

4. RESPONSIBILITIES OF THE STATE PROGRAM ADMINISTRATOR AND PROGRAM ADMINISTRATOR(S). STATE will designate employee(s) (individually or collectively) in existing position(s) to assist NATIONSBANK and STATE in administering the PROGRAM on behalf of all PARTICIPATING ENTITIES. In addition, each PARTICIPATING ENTITY shall designate at least one employee to serve as PROGRAM ADMINISTRATOR for that entity. STATE shall advise NATIONSBANK in writing as to any changes of the individual(s) named as STATE PROGRAM ADMINISTRATOR(S), and each PARTICIPATING ENTITY shall notify NATIONSBANK in writing as to any changes of the individual(s) named as PROGRAM ADMINISTRATOR(S) for the respective entity. The STATE PROGRAM ADMINISTRATOR(S) on behalf of the STATE, and PROGRAM ADMINISTRATOR(S) on behalf of the PARTICIPATING ENTITY, shall perform the following duties, in addition to any other duties reasonably requested by NATIONSBANK and agreed to by STATE, with regard to the STATE PROGRAM ADMINISTRATOR, or by the respective PARTICIPATING ENTITY, with regard to PARTICIPATING ENTITY:

A. Be familiar with all aspects of the PROGRAM, including but not limited to, billing procedures; number and status of PURCHASING CARDS, and/or CARDLESS ACCOUNTS approved by STATE; status of EMPLOYEE CARDHOLDERS; notice requirements; and, status of unpaid CHARGES.

B. Promptly advise NATIONSBANK of an EMPLOYEE CARDHOLDER's termination of employment with PARTICIPATING ENTITY as such termination is processed by PARTICIPATING ENTITY in accordance with PARTICIPATING ENTITY's standard personnel termination procedures. PARTICIPATING ENTITY shall take all reasonable actions necessary to collect PURCHASING CARDS issued to an EMPLOYEE CARDHOLDER whose employment has been terminated or whose ACCOUNT has been terminated. Such PURCHASING CARDS shall be cut in half and destroyed. Failure of PARTICIPATING ENTITY and/or its PROGRAM ADMINISTRATOR to give prompt notice to NATIONSBANK of an EMPLOYEE CARDHOLDER's termination shall result in PARTICIPATING ENTITY's continuing liability to pay all CHARGES on the terminated EMPLOYEE CARDHOLDER's ACCOUNT which are not covered by the Visa Liability Waiver Insurance Program (attached as Addendum B), except for FRAUDULENT USE, or DISPUTES resolved in favor of PARTICIPATING ENTITY.

C. Advise all EMPLOYEE CARDHOLDERS to contact NATIONSBANK immediately upon the discovery of a lost or stolen PURCHASING CARD or CARDLESS ACCOUNT number, or contact NATIONSBANK on behalf of the EMPLOYEE CARDHOLDER in these instances.

5. **PRICING.** A PARTICIPATING ENTITY shall pay to NATIONSBANK fees in the amount set forth on the schedule attached as Addendum A to this AGREEMENT.

6. TERM OF AGREEMENT; DEFAULT.

A. This AGREEMENT shall remain in full force and effect for a term of five (5) years from the date CHARGES initially commence pursuant to this AGREEMENT. STATE may elect to renew the AGREEMENT for up to an additional five (5) years pursuant to the RFP. All PURCHASING CARDS and CARDLESS ACCOUNTS shall be deemed canceled effective upon termination of this AGREEMENT.

B. Notwithstanding the foregoing, NATIONSBANK may, at its option, terminate this AGREEMENT as it relates to one or more PARTICIPATING ENTITY (ENTITIES) by 30 days prior written notice to STATE and such PARTICIPATING ENTITY (ENTITIES) at any time after occurrence of any of the following events:

(i) The failure of PARTICIPATING ENTITY or STATE to perform any term or condition of the AGREEMENT;

(ii) The dissolution, consolidation, or merger of the State of Florida or a PARTICIPATING ENTITY who is not making payments through the Department of Banking and Finance, taken as a whole or the sale or other transfer of any substantial part of the State of Florida's or at least 25% of the PARTICIPATING ENTITY's assets;

(iii) Any written statement, representation, or warranty of STATE made herein, or made by any PARTICIPATING ENTITY at any time and furnished to NATIONSBANK, untrue in any material respect when made; or,

(iv) Funds for the continuation of the PROGRAM are not appropriated by or for the PARTICIPATING ENTITY or otherwise legally available to meet its obligations under this AGREEMENT. However, in such event, the effective date of such termination shall not be until the funds are no longer available.

C. All PURCHASING CARDS and materials furnished by NATIONSBANK to a PARTICIPATING ENTITY marked "proprietary" shall be returned to NATIONSBANK upon termination, suspension or discontinuance of the PROGRAM. STATE agrees that certain materials provided by NATIONSBANK are the proprietary product of NATIONSBANK including but not limited to reports, manuals, documentation, marketing materials, and other related materials. Acceptance or possession of these materials constitutes an agreement that the materials will be treated confidentially, and will not be disclosed, copied or otherwise further disseminated to any person other than officers, employees or agents of a PARTICIPATING ENTITY on a "need to know" basis without prior written approval of NATIONSBANK, and shall be kept confidential for the duration of this PROGRAM plus an additional two years. The confidentiality and records retention requirements specified in this subsection shall be subordinate to the public records disclosure and records retention requirements in Florida law which are in effect at the time a records request is made.

D. Should any PARTICIPATING ENTITY which processes payments through the Department of Banking and Finance fail to pay any amount owed to NATIONSBANK by the due date, then upon NATIONSBANK's request, STATE PROGRAM ADMINISTRATOR shall immediately request the Comptroller to exercise the authority under Section 17.03, Florida Statutes, to settle and approve said amount.

7. **TERMINATION.** Should there be an adverse change in the financial condition of PARTICIPATING ENTITY or the State of Florida, which NATIONSBANK reasonably deems to be material, NATIONSBANK must discuss with the PARTICIPATING ENTITY and STATE possible cures. If, after discussion, there is no mutual agreement as to actions to be taken, then NATIONSBANK has the right to terminate this AGREEMENT as it applies to such PARTICIPATING ENTITY no earlier than 180 days after delivery of written notice to the PARTICIPATING ENTITY of its intent to exercise this right provided, however; if PARTICIPATING ENTITY is in default hereunder, NATIONSBANK may terminate pursuant to 6.B. above.

Further, in any event NATIONSBANK has the right to terminate this AGREEMENT with or without cause as it applies to a PARTICIPATING ENTITY no earlier than 180 days after delivery of written notice to such PARTICIPATING ENTITY and STATE, or in its entirety no earlier than 180 days after delivery of written notice to STATE. These rights of termination are in addition to NATIONSBANK's rights to termination set forth in Section 6. hereof.

8. **NOTICES.** All notices shall be in writing and shall be deemed duly given when personally delivered or mailed, first class postage prepaid or via overnight delivery service to the appropriate party at the address set forth below or at such other address as the parties may indicate from time to time in writing. Notices shall be sent to:

NATIONSBANK

Attention: Commercial Card
Credit Manager
2 Commercial Place
3rd Floor
Norfolk, VA 23510

STATE

Department of Management Services
Attn: STATE PROGRAM ADMINISTRATOR
4050 Esplanade Way, Room 160
Tallahassee, FL 32399-0950

9. MISCELLANEOUS

A. Financial Information. Each PARTICIPATING ENTITY shall deliver to NATIONSBANK as soon as available each year, a copy of its annual financial report and legally adopted budget. NATIONSBANK agrees to accept the Annual Financial Report of the Comptroller of the State of Florida prepared pursuant to Section 216.102, Florida Statutes, and the General Appropriations Act for the State of Florida, as the only reports required pursuant to this subsection A. from a PARTICIPATING ENTITY which is covered therein. NATIONSBANK agrees to accept audited financial statements in lieu of an Annual Report from a PARTICIPATING ENTITY which is not covered by the Annual Financial Report of the Comptroller of the State of Florida and a copy of the PARTICIPATING ENTITY's legally adopted budget.

B. Complete AGREEMENT; Waivers; Amendments. This AGREEMENT, the RFP and NATIONSBANK's response, which are hereby incorporated by reference, constitute the complete understanding between the parties with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. If there is a conflict among these documents the conflict shall be resolved by reference to these documents in the following order: this AGREEMENT, the RFP and NATIONSBANK's responses

to the RFP. No failure on the part of any party to exercise, and no delay in exercising any right under this AGREEMENT shall operate as a waiver thereof; nor shall any single or partial exercise of any right under the AGREEMENT preclude any other or further exercise thereof or the exercise of any other right. No alteration, amendment or modification of any of the terms and provisions of this AGREEMENT shall be valid unless made pursuant to an instrument in writing signed by both of the parties.

C. STATE Authority; Compliance with Law. The execution, delivery and performance of this AGREEMENT by STATE has been duly authorized by all necessary action on the part of STATE. STATE or PARTICIPATING ENTITY shall furnish to NATIONSBANK such evidence of action and authority as NATIONSBANK may reasonably request prior to the enrollment of a PARTICIPATING ENTITY. PARTICIPATING ENTITIES shall comply with all applicable laws or ordinances in connection with the use of the ACCOUNTS including, without limitation, accessing credit only up to the amount made available through respective appropriations.

D. Successors and Assigns. All the terms and provisions of the AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This AGREEMENT, and all terms and conditions hereof, is not assignable or transferable by STATE or PARTICIPATING ENTITY, except that if a PARTICIPATING ENTITY is merged with another unit of government which prior to the merger would qualify as a PARTICIPATING ENTITY, such PARTICIPATING ENTITY may continue to participate in the PROGRAM without prior consent of NATIONSBANK as long as the responsibilities under this AGREEMENT transfer to the successor entity.

10. GOVERNING LAW. The validity, construction and enforceability of this AGREEMENT shall be governed by the laws of the State of Florida (without giving effect to the conflict of law principles thereof) and by applicable federal law. Venue for litigation will take place in the county where the headquarters of the PARTICIPATING ENTITY is located. Nothing contained in this AGREEMENT, the RFP or NATIONSBANK's response to the RFP shall be construed to limit NATIONSBANK's, the STATE's or a PARTICIPATING ENTITY's rights which would otherwise be available pursuant to federal law or regulations.

11. **APPROPRIATION.** The State of Florida's or a PARTICIPATING ENTITY's performance and obligation to pay under this contract (AGREEMENT) is contingent upon an annual appropriation by the Legislature pursuant to Section 287.0582, F.S., or upon a duly authorized appropriation being made on behalf of a PARTICIPATING ENTITY whose operating budget is not appropriated by the Legislature. Each PARTICIPATING ENTITY shall immediately notify NATIONSBANK in writing in the event that the Legislature or other body responsible for such appropriations fails to make the necessary appropriation(s).

12. **REPRESENTATIONS AND WARRANTY.** The persons who sign this AGREEMENT represent and warrant that they are designated or authorized to enter their respective parties into a legally binding contract.

13. **SHARED SAVINGS.**

A. On a monthly basis, NATIONSBANK agrees to pay STATE shared savings based on NET PURCHASE VOLUME. The shared savings will be an amount equal to .42% (42 basis points) of NET PURCHASE VOLUME for the CALCULATION PERIOD. Such payment shall be electronically transferred to the STATE within 60 days after the end of such CALCULATION PERIOD according to instructions furnished by the STATE. NATIONSBANK also agrees to be bound by the shared savings bonus clause in Addendum A.

B. STATE and NATIONSBANK agree to further negotiate in good faith an acceptable arrangement whereby the parties estimate the annual shared savings amount and permit NATIONSBANK to pay monthly to STATE and reconcile the difference on an annual basis with the amount due as a result of such reconciliation being promptly paid to the appropriate party. It is expressly agreed and understood that the results of such further negotiations may not result in an acceptable arrangement to both parties and therefore, the existing payment provisions in this section 13.A. would not be amended.

14. **COMMENCEMENT OF PROGRAM.** NATIONSBANK and STATE will each use best efforts to implement the PROGRAM for the Department of Banking and Finance and the Department of Management Services by June 4, 1997.

This AGREEMENT shall not be effective until accepted below by NATIONSBANK.

SIGNED THIS 4 DAY OF February, 1997 BY:

STATE OF FLORIDA DEPARTMENT OF
MANAGEMENT SERVICES

By: _____

(Signature)

William H. Lindner

(Typed or Printed Name)

Secretary

(Title)

APPROVED AS TO FORM AND
LEGALITY:

OFFICE OF GENERAL COUNSEL

ACCEPTED THIS 4 DAY OF February, 1997 BY:

NATIONSBANK, N.A. (SOUTH)

By: _____

(Signature)

Thomas L. Rosa

(Typed or Printed Name)

Senior Banking Executive

(Title)

**ADDENDUM A TO
NATIONSBANK PURCHASING CARD PROGRAM AGREEMENT
WITH THE STATE OF FLORIDA**

TERMS

SETTLEMENT	
Settlement Time Frame	30 day billing cycle plus 14 days until payment due date
Cycle Date	4 th calendar day of each month or as shown on a schedule agreed to annually
Billing Method	EDI - NATIONSBANK initiated
Settlement Method	ACH - PARTICIPATING ENTITY initiated
Billing Account Type	Central
Payment Type	Central
OTHER FEES	
Unique Card Design	\$ Not Applicable
Rush Card Fee (Express Mail)	\$9.00 per express mail package
Late Payment Fee	Not to exceed s. 215.422, F.S.
Insufficient Funds Fee	\$20.00
Draft Retrieval Request	\$3.00 per request when no billing dispute

REPORTING OPTIONS

Paper Reports	No Cost
Statement Billing File	No Cost
EDI 811	No Cost
NATIONSBANK Visa Desktop Software	One time software/set up fee: No Cost Monthly Data transmission (per end point): No Cost Custom Programming Cost: No Cost Hours Programming at No Cost per hour with additional Programming at No Cost per hour.

Shared savings bonus. Should PARTICIPATING ENTITIES that process their payments through the Department of Banking and Finance reach PROGRAM goals of at least the following:

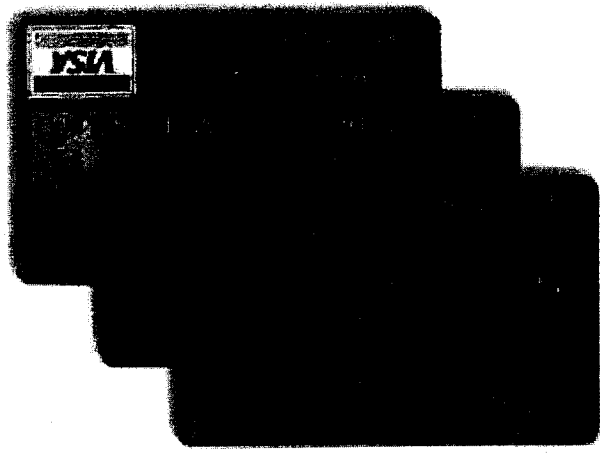
- Not more than 1 occurrence of non-payment by Payment Due Date in a 12 month period;
- Cumulative Annual Purchasing Volume: \$340,000,000;
- Number of Cards: Less than 9,300;
- Average Transaction Size: \$300; and,
- Roll out Timing/Rate: 12 months.

A shared savings bonus of an amount equal to .15% (15 basis points) of NET PURCHASE VOLUME based on the entities referred to above shall be earned by the STATE to the extent that NATIONSBANK's bad debt credit losses due to non-payment by PARTICIPATING ENTITIES do not exceed 1% (100 basis points) of NET PURCHASE VOLUME for such annual period. The shared savings bonus will be calculated annually and paid within 60 days after the end of the annual period consistent with section 13. of this AGREEMENT. The annual period shall commence on June 1 and conclude on the following May 31 of each year for purposes of the shared savings bonus calculations.

Renegotiation. If after June 1, 1998, NET PURCHASE VOLUME exceeds the cumulative annual purchasing volume noted above, NATIONSBANK agrees to renegotiate the shared savings bonus for subsequent annual periods. It is expressly agreed and understood that the results of such further negotiations may not result in an acceptable arrangement to both parties and therefore, the existing shared savings bonus would not be amended.

Addendum B

Visa Liability Waiver Program



Another way
 Visa gives you

security

Dear Visa Commercial Card Client:

The Visa® Liability Waiver Program is one of the most important core benefits of your Visa commercial card because it provides coverage in the event of card misuse by terminated employees.

While instances of cardholder misuse are rare, Visa has recognized that they do occur. That's why Visa has created the Visa Liability Waiver Program, which waives certain charges when an employee misuses Visa card privileges.

Under this program your company is covered for any "waivable charges" made by a terminated employee. The criteria for determining whether a charge is waivable, as well as your company's obligations under this program, are detailed in this brochure.

Having two or more commercial card cardholder accounts automatically qualifies and enrolls your company in this program. Remember, there is no extra charge or deductible for the Visa liability protection.

As you read through the rest of this brochure, you'll find answers to the most commonly asked questions about the program. If you have any further questions, please contact your Visa representative at your financial institution.

What is the Visa Liability Waiver Program?

A Company ("Company") which has established at least two Visa Commercial Card Accounts ("Account") with a Visa card-issuing Financial Institution ("Financial Institution") may request the Financial Institution to waive the Company's liability for certain charges in accordance with the terms and conditions of the Visa Liability Waiver Program ("Program").

The Financial Institution agrees to waive the Company's liability for waivable charges ("Waivable Charges") up to \$15,000 per Visa Cardholder ("Cardholder"), provided that the Company has satisfied its Program obligations. Companies with 2-4 valid Cardholder Accounts have a maximum liability waiver coverage of \$5,000 per Cardholder. Companies with 5 or more valid Cardholder Accounts have a maximum liability waiver coverage of \$15,000 per Cardholder.

- ▶ "Financial Institution" shall mean the Visa Member which issues Accounts to the Company for use by designated employees.
- ▶ "Company" shall mean a corporation or any other entity which has signed a corporate account agreement with a Financial Institution and subsequently issues Cardholder Accounts for use by employees designated by the Company.
- ▶ "Cardholder" means an employee designated by the Company who is authorized by the Company to use the Cardholder Account for Company business purposes only.
- ▶ "Charges" shall mean all amounts, including cash disbursements, charged to the Company's Cardholder Account with the Financial Institution.
- ▶ "Affidavit of Waiver" shall mean a written request sent via mail, telegram, fax, or telex from the Company requesting the Financial Institution to waive the Company's charges in accordance with the terms and conditions of this Program.
- ▶ "Billed" or "Unbilled" with respect to any Charge shall be based upon the date of the Financial Institution's statement.
- ▶ "Notification of Termination" of the Cardholder's employment shall mean the date the Cardholder gives or receives oral or written notice of immediate or pending termination, or the date the Cardholder leaves the Company's service, whichever is earlier.

What are Waivable Charges?

"Waivable Charges" are Charges incurred by a Cardholder for which the Company is responsible for payment to the Financial Institution for all Charges made by the Cardholder. Notwithstanding, the Financial Institution may invoice the Cardholder for said Charges which:

- 1▶ (i) do not benefit the Company directly or indirectly, or
(ii) in cases where the Financial Institution bills the Cardholder, benefit the Company directly or indirectly, and the Company has reimbursed the Cardholder but the Cardholder has not paid the Financial Institution; and
- 2▶ (i) are Billed within the seventy-five (75) days preceding the Notification of Termination, or
(ii) are incurred but unbilled up to fourteen (14) days after the Notification of Termination date; provided, however, that the Financial Institution has received a request to cancel the Cardholder Account within two (2) business days of Notification of Termination. There will be no coverage after Notification of Termination, as defined, unless notice to cancel the Cardholder Account is received by the Financial Institution within two (2) business days.

What are not Waivable Charges?

The following are not Waivable Charges and are not covered by this policy:

- 1▶ Charges made by partners, owners, or principal shareholders who own more than five percent (5%) of the Company's outstanding shares, or persons who are not employees of the Company.
- 2▶ Interest or fees imposed by the Financial Institution on outstanding unpaid Charges.
- 3▶ In cases where the Financial Institution invoices the Cardholder, any amount on a check submitted by a Cardholder which is not paid by the Cardholder's bank, if the Cardholder has, within the last twelve (12) months, submitted any other check to the Financial Institution which was not paid in full by the Cardholder's bank.

- 4 ▶ Charges incurred to purchase goods or services for the Company or for persons other than the Cardholder pursuant to the instructions of the Company, or acquiescence thereto by the Company, if those goods or services are of the type which are regularly purchased by or for the Company. However, these charges would be Waivable in cases where the Financial Institution bills the Cardholder, and the Company has reimbursed the Cardholder, but the Cardholder has not paid the Financial Institution.
- 5 ▶ (i) Charges incurred by the Cardholder more than fourteen (14) days after Notification of Termination.
(ii) Charges incurred by the Cardholder earlier than seventy-five (75) days prior to Notification of Termination.
- 6 ▶ Charges resulting from either a lost or stolen Card or bankruptcy/insolvency of the Company.
- 7 ▶ (i) Charges in excess of \$5,000 for each Cardholder for Companies with 2-4 valid Cardholder Accounts.
(ii) Charges in excess of \$15,000 for each Cardholder for Companies with five (5) or more valid Cardholder Accounts.
- 8 ▶ Cash advances, after Notification of Termination date, shall be limited to \$300 per day, or a maximum of \$1,000, whichever is less.

What are my Company's obligations?

The Company may request the Financial Institution to waive the Company's liability for Waivable Charges only if the Company meets all of the following requirements:

- 1 ▶ The Cardholder's employment is terminated, voluntarily or involuntarily.
- 2 ▶ The Company must make an effort to retrieve the Card from the Cardholder and notify the Financial Institution to cancel the Cardholder Account within two (2) business days of Notification of Termination. Failure to notify within two (2) business days will exclude coverage for any Charges incurred after the Notification of Termination.
- 3 ▶ The Company has two (2) or more Cardholder Accounts in good standing.

- 4 The Company sends an Affidavit of Waiver by mail, fax, or telegram, to the Financial Institution. The Affidavit of Waiver must state:
- a. that the Company requests the waiver of covered Charges;
 - b. the Cardholder's name, card number, and last known business and home addresses;
 - c. that the Cardholder's employment has terminated and date of Notification of Termination;
 - d. in cases where the Financial Institution invoices the Cardholder directly, that the Company has contacted the Cardholder in writing and directed the Cardholder to immediately pay all outstanding Charges to the Financial Institution;
 - e. whether the Card was retrieved from the Cardholder.
- 5 For coverage to be effective, the Company must be responsible for all Charges made to the Cardholder Account.
- 6 The Company has delivered to the Cardholder or sent by first-class mail or telegram, a written notice stating that the Cardholder Account has been cancelled, that the Cardholder should immediately discontinue all use of that Card, that the Cardholder must immediately pay any outstanding amounts owed to the Financial Institution, and that the Cardholder must immediately return the Card to the Company.
- 7 An officer, or other authorized official of the Company must send an Affidavit of Waiver to the Financial Institution within ninety (90) days of a Notification of Termination date. All claim documents must be filed with the Underwriter within six (6) months from the Notification of Termination date.
- 8 The Company shall promptly give written notice to the Financial Institution in cases where the Financial Institution invoices the Cardholder, if the Company knows or should know that a Cardholder is receiving reimbursement for Charges but is not paying the Financial Institution for those Charges.

- 9 ▶ If the Company recovers any amounts for Waived Charges from any source after the Company has filed an Affidavit of Waiver with the Financial Institution, the Company will remit all such amounts to the Financial Institution. The Company agrees to assign any rights it may have to collect such amounts from the Cardholder to the Underwriter. However, the Company will not be required to pay the Financial Institution any amount that exceeds the loss sustained by the Financial Institution.
- 10 ▶ The Company will not name any person in an Affidavit of Waiver if that person has been named at any time by the Company in an Affidavit of Waiver. The Financial Institution will not waive any liability of the Company for any Charges thereafter incurred by that person.

When are the Charges waived?

- 1 ▶ Upon receipt of the Affidavit of Waiver and verification that the Charges are waivable, the Financial Institution will waive the Company's liability for those Charges.
- 2 ▶ The Financial Institution will then file a claim with the Underwriters.
- 3 ▶ Any monies the Financial Institution may receive at any time from the Cardholder or any other source in respect of Waivable Charges will be used by the Financial Institution to reduce the Waivable Charges and/or the amount of any claim the Financial Institution files with the Underwriters.

Other Insurance

This Program does not cover any loss which is insured by or would but for the existence of this Policy, be insured by any other existing policy or policies except in respect of any excess (not exceeding the Limits of this Policy) beyond the amount which would have been payable under such other policy or policies including any deductible applicable thereunder had this Program not been in effect.

Sample Cardholder Account Cancellation Notice to Financial Institution

To comply with the Visa Liability Waiver Program obligations, you will need to send your Visa card-issuing Financial Institution a letter requesting cancellation of the Cardholder Account. This letter must be sent within two (2) business days of "Notification of Termination" (see Definition #7). The sample letter below (or alternative form provided by your Financial Institution) is intended for your use in order to satisfy this requirement.

Send this written request by mail, telegram, or fax immediately after you become aware of a Cardholder's Notification of Termination date.

VISA LIABILITY WAIVER PROGRAM CARDHOLDER ACCOUNT CANCELLATION NOTICE	
Your Name _____	
Company _____	
Address _____	
City, State, Zip _____	
Date _____	
Financial Institution Representative _____	
Financial Institution Name _____	
Address _____	
City, State, Zip _____	
Re: Request for Cancellation of Cardholder Account for Covered Employee _____	
To Whom It May Concern:	
The cardholder gave notice or received oral or written notification of termination on this date _____	
Account Number:	_____
Cardholder's Name:	_____
Home Address:	_____
Telephone Number:	_____
Business Address:	_____
Telephone Number:	_____
We hereby request that this account be cancelled immediately.	
We understand that to request a waiver of charges, if any, on the above-numbered account we must file an Affidavit of Waiver within 90 days of Notification of Termination.	
Please be further advised that:	
<input type="checkbox"/> The company was billed for the cardholder's charges.	
<input type="checkbox"/> The cardholder was billed directly and has been contacted in writing and directed to immediately pay all outstanding charges.	
Our company has retrieved the Visa® card from the Visa cardholder and the card is enclosed/not enclosed.	
Sincerely,	
Signature	_____
Title (Must be corporate officer)	_____
Return this letter to your Visa card-issuing Financial Institution	

Sample Written Notice to Employee of Cardholder Account Cancellation

As an employer participating in the Visa Liability Waiver Program, one of your obligations under the Program is to quickly notify former employees in writing that their Cardholder Account has been cancelled and they no longer have the right to use it and they must pay off any outstanding balance immediately. The sample letter below is intended for your use in order to satisfy this requirement.

You can send this information by mail or fax. Make sure to retain a copy of the notification message you send to the employee, since you will need to attach it to your Affidavit of Waiver if you should have to file a claim.

Your Name
Company
Address
City, State, Zip

Date

Employee Name
Home Address
City, State, Zip

Dear Employee Name:

Please be advised that we have cancelled your Visa® Cardholder Account (account number _____), and that your rights to use the card ended when you ceased to be an employee of our company. Immediately discontinue all use of the card and return it to us if you have not already done so.

In addition, you must immediately pay any outstanding balance that you owe on the card.

Thank you for your cooperation in this matter.

Sincerely,

(Authorized Signature)

To request a Waiver of Charges, you will need to send a letter to your Visa card-issuing Financial Institution. The sample letter below is intended for your use to satisfy this requirement.

V3458-07-96