

AMENDED SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, APRIL 7, 2014
6:00 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.

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE BIDS, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR THE REPLACEMENT OF ONE (1) SINGLE FAMILY HOME, THROUGH THE SHIP PROGRAM.
5. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF POSSIBLE FUNDING REQUEST TO THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AGRICULTURE, EDUCATION AND PROMOTION FACILITY FUNDING PROGRAM, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

AWARDS/RECOGNITION:

6. THE BOARD TO CONSIDER ADOPTION OF A PROCLAMATION PROCLAIMING MONDAY, APRIL 21, 2014, AS POWERTALK 21 DAY.

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

CONSENT ITEMS:

7. APPROVAL OF MINUTES OF NONE
8. EXAMINATION AND APPROVAL OF INVOICES.
9. THE BOARD TO CONSIDER APPROVAL OF ASSETS TO BE DISPOSED LIST, AS SUBMITTED BY GARY KNOWLES, D.C.
10. THE BOARD TO CONSIDER RELEASE OF FUNDS, IN THE AMOUNT OF \$19,112.70, AS REQUESTED BY CITY OF PERRY'S COMMUNITY REDEVELOPMENT AGENCY.
11. THE BOARD TO CONSIDER APPROVAL OF PROPOSED TASK ORDER WITH CAUSSEAU, HEWETT, AND WALPOLE, INC., TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE AGNER ACRES ROAD SECONDARY ROADS IMPROVEMENT PLAN PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
12. THE BOARD TO CONSIDER APPROVAL OF PROPOSED TASK ORDER WITH CAUSSEAU, HEWETT, AND WALPOLE, INC., TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE FREEMAN ROAD SECONDARY ROADS IMPROVEMENT PLAN PROJECT, AS AGENDAED BY THE COUNTY ENGINEER.
13. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE LANDFILL MOWING AND FERTILIZING CONTRACT WITH PADGETT LAWN CARE, LLC, AS AGENDAED BY THE COUNTY ENGINEER.

14. THE BOARD TO CONSIDER APPROVAL OF A BUDGET AMENDMENT SHOWING CARRY-FORWARD FUNDS FOR THE MOSQUITO STATE GRANT, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.
15. THE BOARD TO CONSIDER APPROVAL OF A LETTER OF SUPPORT OF A GRANT APPLICATION TO BE SUBMITTED TO THE USDA RURAL DEVELOPMENT COMMUNITY FACILITIES PROGRAM, BY DOCTORS' MEMORIAL HOSPITAL (DMH), REQUESTING FUNDING ASSISTANCE FOR EKG MACHINES AND AUTOMATIC EXTERNAL DEFIBRILLATORS, AS AGENDAED BY GERI FORBES, CEO.
16. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF REPAYMENT AGREEMENT FOR ANNIE P. KEYS, ALSO KNOWN AS ANNIE P. HAWKINS, WHO RECEIVED REHABILITATION ASSISTANCE THROUGH THE SHIP PROGRAM ON JANUARY 15, 2009, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
17. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE COUNTY SPECIAL NEEDS SHELTER REGISTRATION FORM, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.
18. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A MEMORANDUM OF UNDERSTANDING ESTABLISHING ROLES AND RESPONSIBILITIES FOR A PARENT ORGANIZATION TO ASSIST IN THE UPCOMING GIRLS' SOFTBALL SEASON, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

19. PAUL TURNER TO APPEAR TO DISCUSS CONCERNS REGARDING AN INCIDENT THAT OCCURRED AT THE COURTHOUSE, THE TIMELINE OF THE INCIDENT, AND THE AVAILABILITY OF VIDEO.

ADVISORY COMMITTEE REPORTS:

20. THE BOARD TO CONSIDER APPOINTING JOSEPH TAYLOR TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB), AS AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.
21. THE BOARD TO CONSIDER APPOINTING GENE CARTER AND WARD KETRING TO THE AIRPORT ADVISORY COMMITTEE, AS AGENDAED BY THE GRANTS COORDINATOR.

COUNTY STAFF ITEMS:

22. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FLORIDA BOATING IMPROVEMENT PROGRAM GRANT AGREEMENT, IN THE AMOUNT OF \$178,411, FOR THE DEMOLITION AND REMOVAL OF THE EXISTING BOAT LAUNCH, CONSTRUCTION OF A NEW BOAT RAMP, ASSOCIATED DOCKING AND GANGWAY, AT WILLIAMS FISH CAMP LANDING (MANDALAY), AS AGENDAED BY THE GRANTS COORDINATOR.

GENERAL BUSINESS:

23. THE BOARD TO DISCUSS THE COLLECTION OF BOAT RAMP FEES AND THE EXPANSION OF THE ANNUAL PERMIT PROGRAM.
24. THE BOARD TO DISCUSS MOSQUITO SEASON FOR THE UPCOMING YEAR, AS AGENDAED BY COMMISSIONER FEAGLE.

COUNTY ADMINISTRATOR ITEMS:

25. THE BOARD TO DISCUSS DESIGNATING FUNDS FROM THE GENERAL FUND CAPITAL PROJECTS RESERVE FOR PHASE 1 OF A DREDGING STUDY.
- 25A. THE BOARD TO DISCUSS PROJECT FREEDOM AND CONSIDER APPROVAL OF INCENTIVES FOR THE PROJECT, AS AGENDAED BY JACK BROWN, COUNTY ADMINISTRATOR.
26. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

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.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to receive bids at 6:05pm for the demolition and reconstruction of the home of Merdine Mathis.



MEETING DATE REQUESTED:

April 7, 2014

Statement of Issue: Board to receive bids for the below listed individual who has been qualified and their home is eligible to receive assistance through the SHIP Program.

Merdine Mathis 801 E. Quail Street, Perry

Bids will be awarded at the April 22, 2014 Board meeting.

Recommended Action: Receive bids and award bids at the April 22, 2014 Board meeting.

Fiscal Impact: Not applicable. The project is 100% funded through the SHIP Program.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board had approved the applicant at the December 17, 2013 meeting contingent on the availability of funding. Ms. Mathis has 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 SHIP program DOES allow for the local vendor preference option of awarding the bid to local contractors if the bid is within 5% or less of the lowest out of County bidder.

****The Bid Committee will be Jay Moseley with Meridian Community Services Group and Melody Cox**

Attachments: Not Applicable

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the first of two public hearings at 6:10 P.M. to discuss and receive public input regarding the upcoming funding cycle and possible funding request submission for the 2015-2016 Florida Department of Agriculture and Consumer Services, Agriculture Education And Promotion Facility Funding Program.

MEETING DATE REQUESTED:

April 7, 2014

Statement of Issue: This is the first of two public hearings to discuss and receive public input regarding the upcoming funding cycle and possible application submission for the 2015-2016 Agriculture Education And Promotion Facility Funding Program.

Recommended Action: Not applicable at this time

Fiscal Impact: Not applicable at this time.

Budgeted Expense: Y/N Not applicable at this time

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The 2015-2016 Agriculture Education And Promotion Facility Program funding request cycle will open in July 2014. The second public hearing will be held April 22, 2014 at 6:00 P.M. Grants staff is recommending the County submits application requesting funding assistance for a second phase for the rehabilitation of Forest Capital Hall.

Attachments: Information on the Agriculture Education and Promotion Facility Program and Forest Capital Hall

STATUTES

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STATE STATUTES & CODES

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Statutes > Florida Laws > TITLE XIX - PUBLIC BUSINESSES (Ch 219-299) > Chapter 288 COMMERCIAL DEVELOPMENT AND CAPITAL IMPROVEMENTS > PART I GENERAL PROVISIONS (ss. 288.001-288.1175) > 288.1175 Agriculture education and promotion facility.

FLORIDA STATUTES AND CODES

288.1175 Agriculture education and promotion facility.

 Listen

288.1175 Agriculture education and promotion facility.

(1) The Department of Agriculture and Consumer Services shall serve as the state agency for screening applicants for state funding pursuant to this section and for certifying an applicant as a qualified agriculture education and promotion facility as defined in subsection (3).

(2) The department shall develop rules pursuant to ss. 120.536(1) and 120.54 for the receipt and processing of applications for funding of projects pursuant to this section.

(3) As used in this section, the term "agriculture education and promotion facility" means an exhibition hall, arena, civic center, exposition center, or other capital project or facility which can be used for exhibitions, demonstrations, trade shows, classrooms, civic events, and other purposes that promote agriculture, horticulture, livestock, equestrian, and other resources of the state and educate the residents as to these resources.

(4) The department shall certify a facility as an agriculture education and promotion facility if the department determines that:

(a) The applicant is a unit of local government as defined in s. 218.369, or a fair association as defined in s. 616.001(9), which is responsible for the planning, design, permitting, construction, renovation, management, and operation of the agriculture education and promotion facility or holds title to the property on which such facility is to be developed and located.

(b) The applicant has projections, verified by the department, which demonstrate that the agriculture education and promotion facility will serve more than 25,000 visitors annually.

(c) The municipality in which the facility is located, or the county if the facility is located in an unincorporated area, has certified by resolution after a public hearing that the proposed agriculture education and promotion facility serves a public purpose.

(d) The applicant has demonstrated that it has provided, is capable of providing, or has financial or other commitments to provide more than 40 percent of the costs incurred or related to the planning, design, permitting, construction, or renovation of the facility. The applicant may include the value of the land and any improvements thereon in determining its contribution to the development of the facility.

(5) The department shall competitively evaluate applications for funding of an agriculture education and promotion facility. If the number of applicants exceeds three, the department shall rank the applications based upon criteria developed by the department, with priority given in descending order to the following items:

(a) The intended use of the funds by the applicant, with priority given to the construction of a new facility.

(b) The amount of local match, with priority given to the largest percentage of local match proposed.

(c) The location of the facility in a brownfield site as defined in s. 376.79(3), a rural enterprise zone as defined in s. 290.004(6), an agriculturally depressed area as defined in s. 570.242(1), a redevelopment area established pursuant to s. 373.461(5)(g), or a county that has lost its agricultural land to environmental restoration projects.

(d) The net increase, as a result of the facility, of total available exhibition, arena, or civic center space within the jurisdictional limits of the local government in which the facility is to be located, with priority given to the largest percentage increase of total exhibition, arena, or civic center space.

(e) The historic record of the applicant in promoting agriculture and educating the public about agriculture, including, without limitation, awards, premiums, scholarships, auctions, and other such activities.

(f) The highest projection on paid attendance attracted by the agriculture education and promotion facility and the proposed economic impact on the local community.

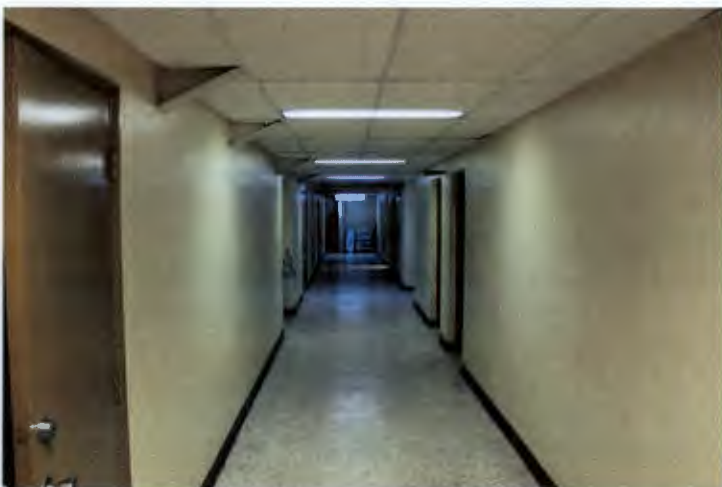
(g) The location of the facility with respect to an Institute of Food and Agricultural Sciences (IFAS) facility, with priority given to facilities closer in proximity to an IFAS facility.

Alabama
Alaska
Arizona
Arkansas
California
Connecticut
Share
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee

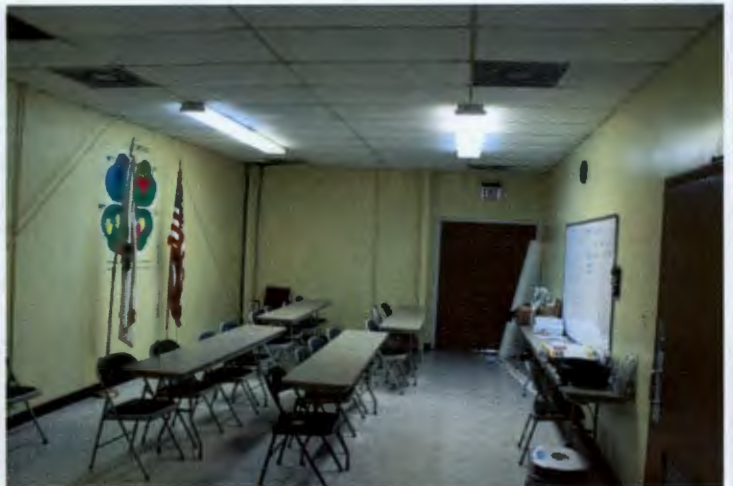
Forest Capital Hall Renovation Project



Possible Recommended Areas for Improvements and Upgrades through the Agriculture Education Promotion Facility Request for Funding Program



Possible Recommended Areas for Improvements and Upgrades through the Agriculture Education Promotion Facility Request for Funding Program



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF A PROCLAMATION
PROCLAIMING MONDAY, APRIL 21 AS POWERTALK 21 DAY



MEETING DATE REQUESTED:

APRIL 7, 2014

Statement of Issue: THE BOARD TO CONSIDER A PROCLAMATION

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD HAS BEEN REQUESTED TO SUPPORT THE
POWERTALK 21 INITIATIVE.

Options: APPROVE/NOT APPROVE

Attachments: PROCLAMATION

PROCLAMATION

WHEREAS Taylor County recognizes the importance of parents talking with their teens about alcohol; and

WHEREAS, high school students who use alcohol or other substances are five times more likely to drop out of school or believe good grades are not important; and

WHEREAS, teen alcohol use kills 4,700 people each year, more than all other illegal drugs combined; and

WHEREAS, the majority of kids say their parents are their primary influence when it comes to decisions about drinking alcohol; and

WHEREAS, PowerTalk 21® day is established on April 21, 2014, to encourage parents and caregivers to embrace their important role in influencing America's youth and their decisions about drinking alcohol; and

WHEREAS, in 2014, MADD will kick off "21 Days in Support of 21," beginning on April 1st and culminating on PowerTalk 21 on April 21st, in order to create a sustained and prolonged national conversation about underage drinking; and

WHEREAS, to equip parents to talk with their teens about alcohol, Mothers Against Drunk Driving® (MADD) Northwest Florida on April 21st will offer a free community parent workshop to give parents the tools in a parent handbook to effectively talk to their teens about alcohol; and

WHEREAS, these local parent workshops, also replicated across the country, will offer parents a research-based parent handbook to help them talk with their teens about alcohol and encourage adults to consider creating a safer community by becoming involved in reducing underage drinking; and

WHEREAS, we urge all citizens to join in the local and national efforts to raise awareness of the importance of parents and teens talking together about alcohol in order to reduce the risks and dangers posed to teens and communities; and

NOW, THEREFORE, be it resolved, that Taylor County does hereby proclaim Monday, April 21st to be *PowerTalk 21 Day*.

PASSED in regular session this 7th day of April, 2014.

BY: _____

Malcolm Page, Chair
Board of County Commissioners

ATTEST:

Annie Mae Murphy, Clerk of Court
Taylor County, Florida

BY: _____

Asset to be Disposed 4/7/2014

Asset #	Description	Date Acquired	Make	Model	Location	Serial Number	Cost	Dispose Of	Inventory Last Date
0380 County Health Department									
5830	Monitor	3/17/2003	Dell	M782	Health Dept	VN08G157476062BCBW	300.00	Surplus	7/31/2013
6928	Printer	9/1/2007	HP	3000DN	Healt Dept	CNYCS01881	\$1,379.00	Surplus	7/31/2013
0601 Circuit Judge									
6119	Monitor	11/3/2003	Dell	17"	Judge Office	MX02Y3114760539MA4V	\$300.00	Surplus	
7223 Slers Project									
7223	Mobile Radio	2/25/2011	Harris	MAHK	Air Boat	A4011E036101	\$4,571.25	Junked/Destr	8/5/2013
DOCTORS MEMORIAL HOSPITAL									
	CARAVAN		Dodge	1997	EMS	1B4GP44R5VB329585		Junk	
	AMBULANCE		FORD	2006	EMS	1FDXF46P46EC94602		Junk	
	AMBULANCE		FORD	2006	EMS	1FDXF46P06EA79010		Junk	
	AMBULANCE		CHEVY	2002	EMS	1GBJC34112F226553		Junk	



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

5830

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: Taylor County Health Dept DEPT

DATE: 9-21-12

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>MONITOR</u>	Room # <u>143</u>	Make <u>DELL</u>
Model <u>M782</u>	Year	Serial Number <u>CH-086157-47686-28 BMY</u>
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) _____

Location: (required) _____

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Gauss E. Guntis
Department Head

Chairman Signature

County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

6808 6928

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: Taylor County Health Dept DEPT
Department Name

Number

DATE: 9-21-12

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>Printer</u>	Room # <u>143</u>	Make <u>H.P.</u>
Model <u>Laser Jet 3000</u>	Year	Serial Number <u>CNYC501881</u>
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: <u>surplus</u>
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.
Explanation for Disposal: (required) _____
Location: (required) _____
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date
<u>Dawn E. Hunter</u> Department Head
_____ Chairman Signature
_____ County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager

REPORT OF TRANSFER OR DISPOSITION
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 6119

FROM: CIRCUIT JUDGE DEPT: 0601
Department name Number

DATE: 7/29/13

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item MONITOR	Location CIRCUIT JUDGE	Make DELL
Model ULTRASHARP 17"	Year 2003	Serial Number MX02Y3114760539MA4W1
Other Description:		

TRANSFER DATA

<u>TRANSFERRED TO:</u>	
DEPT: <u>AD</u>	#:
New Location:	
<u>Losing Custodian/Dept Head</u>	<u>Date of Transfer</u>
<u>Gaining Custodian/Dept Head</u>	<u>County Administrator Approval</u>

DISPOSITION DATA

Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>	Junked <input type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input checked="" type="checkbox"/>
** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately					
Explanation for Disposal:(required) <u>LOST DURING CHANGING OF JUDGES + MOVING</u>					
Last known location: (required) <u>CIRCUIT JUDGE'S OFFICE</u>					
APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>	By the Taylor County Board of Commissioners. _____ Date			
<u>Losing Custodian/Department Head</u>		<u>County Administrator</u>			
<u>Witness of Disposition</u>		<u>Chairman</u>			

Date Removed from Asset Records

Fixed Assets Manager

Revised 7/05 by G Knowles

REPORT OF TRANSFER OR DISPOSITION
TAYLOR COUNTY, FL

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number: 7223

FROM: SLERS PROJECT DEPT: 0809
Department name Number

DATE: 8/8/13

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item DIG. MOBILE RADIO	Location TCSO-AIR BOAT	Make HARRIS
Model MAHK-S8MEX	Year 2011	Serial Number A4011E036101
Other Description:		

TRANSFER DATA

<u>TRANSFERRED TO:</u>		
DEPT:	#:	New Location:
<hr/>		
Losing Custodian/Dept Head	Date of Transfer	
<hr/>		
Gaining Custodian/Dept Head	County Administrator Approval	
<hr/>		

DISPOSITION DATA

Surplus <input type="checkbox"/>	Cannibalized <input type="checkbox"/>	Trade-in <input type="checkbox"/>	Junked <input checked="" type="checkbox"/>	Stolen <input type="checkbox"/>	Missing <input type="checkbox"/> **
** Property that is missing or Unable to locate shall be presented to the County Commission by the Property Custodian Immediately					
Explanation for Disposal:(required) BOAT SUNK - RADIO DESTROYED					
Last known location: (required) TCSO-AIR BOAT					
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commissioners. _____ Date					
Losing Custodian/Department Head			County Administrator		
Witness of Disposition			Chairman		

Date Removed from Asset Records

Fixed Assets Manager

Revised 7/05 by G Knowles



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: _____

Board Asset Number: _____

FROM: DMH _____

DEPT FACILITIES

DATE: _____

Department Name

Number


To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item VEHICLE	Room #	Make DODGE
Model CARAVAN	Year 1997	Serial Number VIN# 1B4GP44R5VB329585
Other Description: This vehicle was used by housekeeping and security and is no longer in operational repair. The vehicle needs a new engine and transmission and the cost exceeds the value of the vehicle.		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition	Sell for parts or send to junk yard
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.	
Explanation for Disposal: (required)	No longer serviceable. Needs repair in excess of worth, not safe to drive.
Last Known Location: (required)	_____
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission	_____ Date
 Carl Henry, Facilities Director	Chairman Signature
Department Head	County Administrator Approval

Date Removed From Asset Reco

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DMH - EMS

Department Name

DEPT EMS

Number

Clerk Asset Number: _____

Board Asset Number: _____

DATE: 02/24/2014


To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item AMBULANCE	Room #	Make FORD
Model F-450	Year 2006	Serial Number VIN# 1FDXF46P46EC94602
Other Description: This unit was a remount using a 1999 Wheeled Coach box which is in bad repair. the box can no longer be warranted. mileage on this vehicle is 196,461 miles. this vehicle has been replaced with newer unit and is no longer in service.		
Purchased with Grant: Yes/No? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below. Chassis purchase was a grant but not the box. Vehicle is outside of the grant requirement of three years of service.		

DISPOSITION DATA

Type of Disposition <small>Sell for non ambulance use, sell for parts or send to junk yard</small>	_____
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.	
Explanation for Disposal: (required)	<small>No longer serviceable as an ambulance. Needs repair in excess of worth, not safe to drive at high speeds.</small>
Last Known Location: (required)	<u>DMH</u>
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission	_____
	Date
 <u>Marty Tompkins, EMS Director</u> Department Head	_____ Chairman Signature _____ County Administrator Approval

Date Removed From Asset Reco

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DMH - EMS

Department Name

DEPT EMS

Number

Clerk Asset Number: _____

Board Asset Number: _____

DATE: 02/24/2014


To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item AMBULANCE	Room #	Make FORD
Model F-450	Year 2006	Serial Number VIN# 1FDXF46P06EA79010
Other Description: This unit was a remount using a 1996 Stratus box which is in bad repair. the box can no longer be warranted. This vehicle has a blown engine and turbo, multiple parts are missing due to fixing other unit of same year and model. this vehicle has been replaced with newer unit and is no longer in service.		
Purchased with Grant: Yes/No? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below. Chassis purchase was a grant but not the box. Vehicle is outside of the grant requirement of three years of service.		

DISPOSITION DATA

Type of Disposition	<u>Sell for parts or send to junk yard</u>
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.	
Explanation for Disposal: (required)	<u>No longer serviceable as an ambulance. Needs repair in excess of worth, not in working order, blown engine.</u>
Last Known Location: (required)	<u>DMH</u>
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____	Date _____
 <u>Marty Tompkins, EMS Director</u> Department Head	_____ Chairman Signature _____ County Administrator Approval

Date Removed From Asset Reco

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: _____

Board Asset Number: _____

FROM: DMH - EMS

DEPT EMS

DATE: 02/24/2014

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item AMBULANCE	Room #	Make CHEVROLET
Model 3500HD	Year 2002	Serial Number VIN# 1GBJC34112F226553
Other Description: This unit was a remount using a 1988 Wheeled Coach box which is in bad repair. the box can no longer be warranted. This vehicle has been replaced with newer unit and is no longer in service. Needs major repair, not safe to drive at high speeds.		
Purchased with Grant: Yes/No? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below. Chassis purchase was a grant but not the box. Vehicle is outside of the grant requirement of three years of service.		

DISPOSITION DATA

Type of Disposition: <small>Sell for non ambulance use, sell for parts or send to junk yard</small>	
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.	
Explanation for Disposal: (required) <u>No longer serviceable as an ambulance. Needs repair in excess of worth, not safe to drive at high speeds.</u>	
Last Known Location: (required) <u>DMH</u>	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
 <u>Marty Tompkins, EMS Director</u> Department Head	_____ Chairman Signature _____ County Administrator Approval

Date Removed From Asset Reco

Fixed Assets Manager



March 20, 2014

Taylor County Board of County Commissioners
c/o Annie Mae Murphy
Clerk of Circuit Court
P.O. Box 620
Perry, FL 32348

Dear Ms. Murphy,

On behalf of the City of Perry's Community Redevelopment Agency, I am respectfully requesting funds in the amount of \$19,112.70. The enclosed information details how this amount was determined.

Please call me if you have any questions.

Sincerely,

Penny B. Staffney
Director of Finance

Enclosure

0341-58107

[Handwritten signature]
4/1/14

RECEIVED

MAR 24 2014

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY FLORIDA

agenda/consent 4/7/14 *[Handwritten signature]*

Community Redevelopment Agency
Redevelopment Trust Fund
6/xx/2013

Difference Between 2013/14 and 1993 Property Values: \$2,869,458

Line 3 DR-420TIF	\$2,869,458
Taylor County Operating Millage	<u>0.0070113</u>
	\$20,118.63
Per statute minus 5 percent	-5% <u>(\$1,005.93)</u>
Amount Due from Taylor County	<u>\$19,112.70</u>

✓ see
portion
76

City of Perry Operating Millage	\$2,869,458
	<u>0.0045000</u>
	\$12,912.56
Per statute minus 5 percent	-5% <u>(\$645.63)</u>
Amount Due from City of Perry	<u>\$12,266.93</u>

Amount to be deposited into the
Redevelopment Trust Fund

\$31,379.63

RECEIVED
MAR 24 2014
JANET M. HARRIS, CLERK
CLERK CIRCUIT COURT
TAYLOR COUNTY, MISSISSIPPI

SUNGARD PENTAMATION, INC.

DATE: 04/01/2014

TIME: 15:20:28

TAYLOR COUNTY BOARD OF COMMISSIONERS

EXPENDITURE STATUS REPORT

PAGE NUMBER: 1

EXPSTA11

SELECTION CRITERIA: expledgr.key orgn='0341' and expledgr.account='58107'

ACCOUNTING PERIOD: 7/14

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT

TOTALLED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND

FUNCTION-550 ECONOMIC ENVIRONMENT

ACTIVITY-559 OTHER ECONOMIC ENVIRONMT

TOTAL/DEPT-0341 COMMUNITY REDEVELOPMENT

[illegible]

58107	CITY REDEVELOPMENT TRST F	23,000.00	.00	.00	.00	23,000.00	.00
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TOTAL COMMUNITY REDEVELOPMENT	23,000.00	.00	.00	.00	23,000.00	.00
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TOTAL GENERAL FUND	23,000.00	.00	.00	.00	23,000.00	.00
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TOTAL REPORT	23,000.00	.00	.00	.00	23,000.00	.00
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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE PROPOSED TASK ORDER WITH CAUSSEaux, HEWETT & WALPOLE, INC. TO PROVIDE CONSTRUCTION ENGINEERING & INSPECTION SERVICES FOR THE AGNER ACRES ROAD SECONDARY ROADS IMPROVEMENT PLAN PROJECT.

MEETING DATE REQUESTED:

April 7, 2014

Statement of Issue:

The Board to approve proposed Task Order No. 2009-001-ENG-17 with Causseaux, Hewett & Walpole, Inc. to provide Construction Engineering & Inspection services for the Agner Acres Road Secondary Roads Improvement Plan project.

Recommended Action:

Staff recommends that the Board approve the proposed Task Order with Causseaux, Hewett & Walpole, Inc. for Construction Engineering & Inspection services for the Agner Acres Road Secondary Roads Improvement Plan project in an amount not to exceed \$32,550.00.

Fiscal Impact: FISCAL YR 2013/14 - \$32,550.00

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board recently received proposals and is executing a contract in the amount of \$200,914.00 with SANDCO, Inc. to improve Agner Acres Road from its intersection with Green Farm Rd to its end, approximately 0.38 miles. The proposed scope of work will include paving the existing limerock roadway and updating signage and pavement markings, as more fully detailed in the project plans and specifications. Funding for the Agner Acres Road project is through the Secondary Roads Improvement Plan program using funds from District 1, District 4, the Secondary Roads Common Account and remaining monies from the Aucilla Landing Roadway Project.

As outlined in their proposal and more fully detailed in their attachments, Causseaux, Hewett, & Walpole, Inc. (CHW) has proposed a Task Order to provide Construction Engineering and Inspection (CEI) services to the County under their previously awarded General Engineering Services Contract.

That contract was structured to allow for Task Orders to be issued based on the relevant project and the service needed.

Though this Task Order is expected to be a more costly option than providing such services in-house, it is overall more efficeint in this instance as it will allow this project to be completed expeditiously while affording Staff the ability to focus on completing design of other active and planned projects. Therefore, Staff recommends that the Board approve the proposed Task Order with Causseaux, Hewett & Walpole, Inc. for Construction Engineering & Inspection services for the Agner Acres Road Secondary Roads Improvement Plan project in an amount not to exceed \$32,550.00.

Options:

- 1) Approve the proposed Task Order.
- 2) Reject the proposed Task Order and state reasons for such denial.

Attachments:

Task Order No. 2009-001-ENG-17 proposal



*Focused on Excellence
Delivered with Integrity*

March 26, 2014

Kenneth Dudley, P.E.
County Engineer
Taylor County
201 E. Green Street
Perry, Florida 32347

Ref: Agner Acres Road
Construction Phase Services
Taylor County, FL

Dear Kenneth:

We submit this proposal to provide Construction Engineering Inspection services (CEI) based upon your email request for proposal of March 25, 2014. Our proposed scope of services is similar to the services we are providing for the County on other roadway projects. We estimate our total costs based upon the construction schedule provided 60 days to final acceptance. The total estimated cost is **\$32,550.00**. This fee becomes a NOT-TO-EXCEED FEE and all work will be based on a time and materials basis per our contract fee structure.

The responsibilities of the Causseaux, Hewett, & Walpole, Inc. (CHW) on this project are:

SCOPE:

CHW shall be responsible for providing services as defined in this Scope of Services, the referenced FDOT manuals, and procedures. The project for which the services are required is Agner Acres Road.

CHW shall exercise our independent professional judgment in performing our obligations and responsibilities under this Agreement. Services provided by CHW shall comply with appropriate manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County.

132 NW 76th Drive
Gainesville, Florida 32607

Phone: (352) 331-1976
Fax: (352) 331-2476
www.chw-inc.com

LENGTH OF SERVICE:

CHW's services for this Construction Contract shall begin upon written notification to proceed by the County. For the duration of the project, CHW shall coordinate closely with the County and Contractor to minimize rescheduling activities due to construction delays or changes in scheduling of Contractor activities. The anticipated letting schedules and construction times for the project is 62 days total, this includes project setup and 2 days for Plan QC and site visits. CHW's estimate is based on our assumptions that the contract work will generally take place Monday-Friday, 8am to 5pm, with limited overtime and weekend work. CHW reserves the right to revisit our construction administration fees based on actual contract time and contractor's schedule (i.e. overtime/weekend hours, contract time extensions given to contractor, etc.).

GENERAL:

It shall be the responsibility of CHW to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

CHW shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. CHW is designated by the County to negotiate and approve Supplemental Agreements that do not effect time or cost. CHW will report such activities in the weekly log. Any other Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by CHW. For any Supplemental Agreement, which include time or cost, CHW shall prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. CHW shall consult with the County, as it deems necessary and shall direct all issues, which exceed its delegated authority to the County for action or direction. CHW shall advise the County of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. CEI services provided by CHW shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

VEHICLES:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out the requirements of this Agreement. Vehicles shall have the CHW name and phone number visibly displayed on both sides of the vehicle.

FIELD EQUIPMENT:

CHW shall supply survey and inspection equipment, and will sub-contract with a testing company to supply testing equipment essential in order to carry out the work under this Agreement, as applicable. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

LICENSING FOR EQUIPMENT OPERATIONS:

CHW will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. CHW shall make the license and supporting documents available to the County for verification, upon request.

ON-SITE INSPECTION, SAMPLING & TESTING:

CHW shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents.

CHW shall keep accurate records of the Contractor's daily operations and of significant events that affect the work. CHW shall be responsible for monitoring the contractor's inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the FDOT's procedures.

Specific CEI services are listed below:

1. MOT, Erosion Control and Preconstruction Conferences: Prepare for and conduct the MOT, Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and the County. Prepare and distribute detailed minutes of the meeting.
2. Administer Periodic Construction Phase Meetings: Prepare the agenda, attend, and conduct meeting every week with County personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting, and distribute written minutes to the appropriate parties.
3. Project Administration: Provide project administration and coordinate with the County during the construction phase. Prepare for and attend, when requested, any periodic or in-depth County inspections that may be conducted on the project related to

project work, progress or records. Prepare for, cooperate with, and assist others that may be assigned to review project records, payments, reports, etc. Provide ample inspectors, testing laboratory personnel, and assistance to adequately oversee all work being done on the contract. Monitor CHW hours worked on the project and justify need for overtime for approval. Manage and coordinate the activities of the testing company under sub-contract services to CHW. Prior to starting work, submit to County a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the County and be available at any time in the case of an emergency on the project during the course of the construction phase of services. The project Administrator should also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project construction.

4. Provide Construction Inspection: Provide effective and qualified monitoring of all inspection services being conducted by the contractor's testing personnel. All field technicians must be certified in the applicable FDOT certification workshops listed below:
 - Asphalt Roadway Paving Inspector (full time during paving operations)
 - Earthwork Technician (as needed)
 - SWPPP Certified (as needed)
 - MOT Certified (as needed)
5. Conduct Field Surveys: Monitor contractor's surveying services to verify original, final, as well as progress estimate quantities for payment of all earthwork pay items to the contractor. CHW will review the contractor's established horizontal and vertical control on the project to be utilized for construction layout. CHW will be prepared to justify quantities in case of discrepancies by contractors or the County. Upon request, check construction layout when deemed necessary by the County. CHW shall check the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) use such measurements as are necessary to calculate and document quantities, (2) use preconstruction and final cross section surveys from the contractor of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys when requested by the County. The County will establish the specific survey requirements for this project prior to construction, if required.
6. Supplemental Agreements/Construction Change, Force Account, VECP: Notify the County of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the County. Any work that cannot be negotiated with the prime contractor will be pursued

by Force Account as defined in the Standard Specifications. Submit Value Engineering Change Proposals to the County for analysis and distribution.

7. Reporting: It shall be the responsibility of CHW to ensure that any and all reporting required by the County are met. CHW shall ensure that all reporting required for 100% reimbursement to the County is properly completed and submit according to FDOT guidelines.
8. Quality Assurance and Testing for Acceptance: The intent is for CHW or its testing company sub-consultant to monitor and oversee the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications, to monitor and oversee documentation of testing by the contractor. Also included as the responsibility of CHW is miscellaneous verification of application rates and dimensions and bearings to assure conformance to Plans and Specifications. In case of notification of defective asphalt as defined in the Specifications, CHW will submit the initial information and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by CHW for conformity to the Project Specifications. The certification documents submitted to the County will also be reviewed for completeness and conformance to the contract document. A Final Materials and Tests Certification as provided by the contractor will be submitted to the County with the Final Records.
9. Progress Payments: CHW will review the contractor's Progress Payments to verify the quantities using actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission to the County to recommend payment. Test reports will be on file prior to payment. The County must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the County.
10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections are the responsibility of the County Engineer.
11. Distribution of Correspondence: Submit to the County a copy of all correspondence between the Engineer of Record, contractor, subcontractors, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.
12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe and verify the contractor's measurements and records of quantities for payment. Record field measurements in project records for review by the County or auditors. The records will be compiled and submitted to the

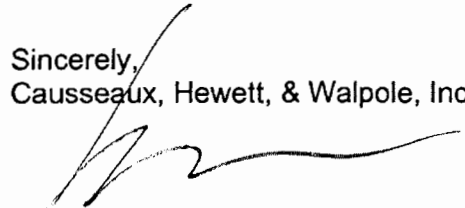
County. Verify contractor's inspection of traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or observed problems immediately. Verify any and all pay quantities in the case of questions by the contractor or County. Prepare an accurate daily diary, signed by the inspector, consisting of:

- Record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Orders given the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life

13. Reports: There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the County prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the County for clarification at any time.
14. Final Records: Submit a compilation of project records in the FDOT's standard format to the County (Final Records) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms (FHWA-47, CC3, etc.) with the final records. Coordinate consultant hours after the project completion with the County for approval.
15. Project Claims: Prepare documentation and assist in the defense of the County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.
16. Utility Relocation Coordination: Utility relocations are not a part of this contract and are being performed by the respective utility company.
17. Materials Testing Laboratory: Provide designated materials testing laboratory through a qualified sub-consultant for all applicable testing requirements to include asphalt plant testing and concrete strength testing if required.

We trust this scope of services is acceptable. If you have any questions or need additional information, please call our office.

Sincerely,
Causseaux, Hewett, & Walpole, Inc.



Robert J. Walpole, PE
President

G:\Library\CHW\Proposals\Taylor County\PROP_140326_Agner_Acres_Taylor_County_Proposal for CEI Services.doc

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

TASK ORDER NO.: 2009-001-ENG-17

PURCHASE ORDER NO.: _____

(For billing purposes only, to be assigned by COUNTY after execution.)

PROJECT: Agner Acres Road Construction Phase Services

COUNTY: TAYLOR COUNTY, a political subdivision of the State of Florida.

CONSULTANT: **Causseaux, Hewett & Walpole, Inc.**
132 NW 76th Drive
Gainesville, FL 32607
352-331-1976

Execution of the Task Order by COUNTY shall serve as authorization for CONSULTANT to provide for the above project, professional services as set out in the Scope of Services included as RECITALS to that certain Agreement of June 19, 2009 between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof: proposal letter dated March 26, 2014

Whenever the Task Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Task Order shall commence upon being executed by COUNTY and returned to CONSULTANT and shall be completed within Sixty Two (62) calendar days.

METHOD OF COMPENSATION:

(a) This Task Order is issued on a:

☐ Fixed Fee basis

☒ Time basis method with a Not-to-Exceed amount

☐ Time basis method with a Limitation of Funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then CONSULTANT shall perform all work required by this Task Order for the sum of _____ DOLLARS(\$ ____). In no event shall CONSULTANT be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then CONSULTANT shall perform all work required by this Task Order for a sum not exceeding Thirty Two Thousand Five Hundred Fifty DOLLARS (\$ 32,550.00). CONSULTANT's compensation shall be based on the actual work required by this Task Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then CONSULTANT is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$ _____) without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise the COUNTY whenever CONSULTANT has incurred expenses on this Task Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The COUNTY shall compensate CONSULTANT for the actual work performed under this Task Order based on supporting documentation of work performed.

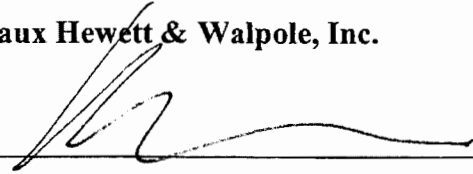
The COUNTY shall make payment to CONSULTANT in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by CONSULTANT that this Task Order, until executed by the COUNTY, does not authorize the performance of any services by CONSULTANT and that the COUNTY, prior to its execution of the Task Order, reserves the right to authorize any party other than CONSULTANT to perform the services, or a portion thereof, called for under this Task Order if it is determined that to do so is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this _____ day of _____, for the purposes stated herein.

Causseaux Hewett & Walpole, Inc.

By: _____



Signature

Robert J. Walpole, P.E., LEED AP

Print Name

Title: President

TAYLOR COUNTY, FLORIDA

By: _____

Signature

Print Name

Title: _____

Date: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE PROPOSED TASK ORDER WITH CAUSSEaux, HEWETT & WALPOLE, INC. TO PROVIDE CONSTRUCTION ENGINEERING & INSPECTION SERVICES FOR THE FREEMAN ROAD SECONDARY ROADS IMPROVEMENT PLAN PROJECT.

MEETING DATE REQUESTED:

April 7, 2014

Statement of Issue:

The Board to approve proposed Task Order No. 2009-001-ENG-18 with Causseaux, Hewett & Walpole, Inc. to provide Construction Engineering & Inspection services for the Freeman Road Secondary Roads Improvement Plan project.

Recommended Action:

Staff recommends that the Board approve the proposed Task Order with Causseaux, Hewett & Walpole, Inc. for Construction Engineering & Inspection services for the Freeman Road Secondary Roads Improvement Plan project in an amount not to exceed \$32,550.00.

Fiscal Impact:

FISCAL YR 2013/14 - \$32,550.00

Budgeted Expense:

YES

Submitted By:

ENGINEERING DIVISION

Contact:

COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board recently received proposals and is executing a contract in the amount of \$266,000.00 with Anderson Columbia Co., Inc. to improve Freeman Road from its intersection with Puckett Rd to its end, approximately 0.62 miles. The proposed scope of work will include paving the existing limerock roadway and updating signage and pavement markings, as more fully detailed in the project plans and specifications. Funding for the Freeman Road project is through the Secondary Roads Improvement Plan program using funds from District 3 and the Secondary Roads Common Account.

As outlined in their proposal and more fully detailed in their attachments, Causseaux, Hewett, & Walpole, Inc. (CHW) has proposed a Task Order to provide Construction Engineering and Inspection (CEI) services to the County under their previously awarded General Engineering Services Contract. That contract was structured to allow for Task Orders to be issued based on the relevant project and the service needed.

Though this Task Order is expected to be a more costly option than providing such services in-house, it is overall more efficeint in this instance as it will allow this project to be completed expeditiously while affording Staff the ability to focus on completing design of other active and planned projects. Therefore, Staff recommends that the Board approve the proposed Task Order with Causseaux, Hewett & Walpole, Inc. for Construction Engineering & Inspection services for the Freeman Road Secondary Roads Improvement Plan project in an amount not to exceed \$32,550.00.

Options:

- 1) Approve the proposed Task Order.
- 2) Reject the proposed Task Order and state reasons for such denial.

Attachments:

Task Order No. 2009-001-ENG-18 proposal



*Focused on Excellence
Delivered with Integrity*

March 26, 2014

Kenneth Dudley, P.E.
County Engineer
Taylor County
201 E. Green Street
Perry, Florida 32347

Ref: Freeman Road
Construction Phase Services
Taylor County, FL

Dear Kenneth:

We submit this proposal to provide Construction Engineering Inspection services (CEI) based upon your email request for proposal of March 25, 2014. Our proposed scope of services is similar to the services we are providing for the County on other roadway projects. We estimate our total costs based upon the construction schedule provided 60 days to final acceptance. The total estimated cost is **\$32,550.00**. This fee becomes a **NOT-TO-EXCEED FEE** and all work will be based on a time and materials basis per our contract fee structure.

The responsibilities of the Causseaux, Hewett, & Walpole, Inc. (CHW) on this project are:

SCOPE:

CHW shall be responsible for providing services as defined in this Scope of Services, the referenced FDOT manuals, and procedures. The project for which the services are required is Freeman Road.

CHW shall exercise our independent professional judgment in performing our obligations and responsibilities under this Agreement. Services provided by CHW shall comply with appropriate manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County.

132 NW 76th Drive
Gainesville, Florida 32607

Phone: (352) 331-1976
Fax: (352) 331-2476
www.chw-inc.com

LENGTH OF SERVICE:

CHW's services for this Construction Contract shall begin upon written notification to proceed by the County. For the duration of the project, CHW shall coordinate closely with the County and Contractor to minimize rescheduling activities due to construction delays or changes in scheduling of Contractor activities. The anticipated letting schedules and construction times for the project is 62 days total, this includes project setup and 2 days for Plan QC and site visits. CHW's estimate is based on our assumptions that the contract work will generally take place Monday-Friday, 8am to 5pm, with limited overtime and weekend work. CHW reserves the right to revisit our construction administration fees based on actual contract time and contractor's schedule (i.e. overtime/weekend hours, contract time extensions given to contractor, etc.).

GENERAL:

It shall be the responsibility of CHW to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

CHW shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. CHW is designated by the County to negotiate and approve Supplemental Agreements that do not effect time or cost. CHW will report such activities in the weekly log. Any other Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by CHW. For any Supplemental Agreement, which include time or cost, CHW shall prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. CHW shall consult with the County, as it deems necessary and shall direct all issues, which exceed its delegated authority to the County for action or direction. CHW shall advise the County of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. CEI services provided by CHW shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

VEHICLES:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out the requirements of this Agreement. Vehicles shall have the CHW name and phone number visibly displayed on both sides of the vehicle.

FIELD EQUIPMENT:

CHW shall supply survey and inspection equipment, and will sub-contract with a testing company to supply testing equipment essential in order to carry out the work under this Agreement, as applicable. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

LICENSING FOR EQUIPMENT OPERATIONS:

CHW will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. CHW shall make the license and supporting documents available to the County for verification, upon request.

ON-SITE INSPECTION, SAMPLING & TESTING:

CHW shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents.

CHW shall keep accurate records of the Contractor's daily operations and of significant events that affect the work. CHW shall be responsible for monitoring the contractor's inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the FDOT's procedures.

Specific CEI services are listed below:

1. MOT, Erosion Control and Preconstruction Conferences: Prepare for and conduct the MOT, Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and the County. Prepare and distribute detailed minutes of the meeting.
2. Administer Periodic Construction Phase Meetings: Prepare the agenda, attend, and conduct meeting every week with County personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting, and distribute written minutes to the appropriate parties.
3. Project Administration: Provide project administration and coordinate with the County during the construction phase. Prepare for and attend, when requested, any periodic or in-depth County inspections that may be conducted on the project related to

project work, progress or records. Prepare for, cooperate with, and assist others that may be assigned to review project records, payments, reports, etc. Provide ample inspectors, testing laboratory personnel, and assistance to adequately oversee all work being done on the contract. Monitor CHW hours worked on the project and justify need for overtime for approval. Manage and coordinate the activities of the testing company under sub-contract services to CHW. Prior to starting work, submit to County a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the County and be available at any time in the case of an emergency on the project during the course of the construction phase of services. The project Administrator should also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project construction.

4. Provide Construction Inspection: Provide effective and qualified monitoring of all inspection services being conducted by the contractor's testing personnel. All field technicians must be certified in the applicable FDOT certification workshops listed below:
 - Asphalt Roadway Paving Inspector (full time during paving operations)
 - Earthwork Technician (as needed)
 - SWPPP Certified (as needed)
 - MOT Certified (as needed)
5. Conduct Field Surveys: Monitor contractor's surveying services to verify original, final, as well as progress estimate quantities for payment of all earthwork pay items to the contractor. CHW will review the contractor's established horizontal and vertical control on the project to be utilized for construction layout. CHW will be prepared to justify quantities in case of discrepancies by contractors or the County. Upon request, check construction layout when deemed necessary by the County. CHW shall check the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) use such measurements as are necessary to calculate and document quantities, (2) use preconstruction and final cross section surveys from the contractor of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys when requested by the County. The County will establish the specific survey requirements for this project prior to construction, if required.
6. Supplemental Agreements/Construction Change, Force Account, VECP: Notify the County of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the County. Any work that cannot be negotiated with the prime contractor will be pursued

by Force Account as defined in the Standard Specifications. Submit Value Engineering Change Proposals to the County for analysis and distribution.

7. Reporting: It shall be the responsibility of CHW to ensure that any and all reporting required by the County are met. CHW shall ensure that all reporting required for 100% reimbursement to the County is properly completed and submit according to FDOT guidelines.
8. Quality Assurance and Testing for Acceptance: The intent is for CHW or its testing company sub-consultant to monitor and oversee the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications, to monitor and oversee documentation of testing by the contractor. Also included as the responsibility of CHW is miscellaneous verification of application rates and dimensions and bearings to assure conformance to Plans and Specifications. In case of notification of defective asphalt as defined in the Specifications, CHW will submit the initial information and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by CHW for conformity to the Project Specifications. The certification documents submitted to the County will also be reviewed for completeness and conformance to the contract document. A Final Materials and Tests Certification as provided by the contractor will be submitted to the County with the Final Records.
9. Progress Payments: CHW will review the contractor's Progress Payments to verify the quantities using actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission to the County to recommend payment. Test reports will be on file prior to payment. The County must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the County.
10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections are the responsibility of the County Engineer.
11. Distribution of Correspondence: Submit to the County a copy of all correspondence between the Engineer of Record, contractor, subcontractors, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.
12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe and verify the contractor's measurements and records of quantities for payment. Record field measurements in project records for review by the County or auditors. The records will be compiled and submitted to the

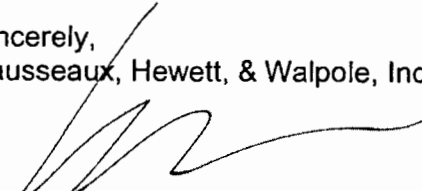
County. Verify contractor's inspection of traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or observed problems immediately. Verify any and all pay quantities in the case of questions by the contractor or County. Prepare an accurate daily diary, signed by the inspector, consisting of:

- Record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Orders given the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life

13. Reports: There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the County prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the County for clarification at any time.
14. Final Records: Submit a compilation of project records in the FDOT's standard format to the County (Final Records) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms (FHWA-47, CC3, etc.) with the final records. Coordinate consultant hours after the project completion with the County for approval.
15. Project Claims: Prepare documentation and assist in the defense of the County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.
16. Utility Relocation Coordination: Utility relocations are not a part of this contract and are being performed by the respective utility company.
17. Materials Testing Laboratory: Provide designated materials testing laboratory through a qualified sub-consultant for all applicable testing requirements to include asphalt plant testing and concrete strength testing if required.

We trust this scope of services is acceptable. If you have any questions or need additional information, please call our office.

Sincerely,
Causseaux, Hewett, & Walpole, Inc.



Robert J. Walpole, PE
President

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PROFESSIONAL ENGINEERING SERVICES AGREEMENT

TASK ORDER NO.: 2009-001-ENG-18

PURCHASE ORDER NO.: _____

(For billing purposes only, to be assigned by COUNTY after execution.)

PROJECT: Freeman Road Construction Phase Services

COUNTY: TAYLOR COUNTY, a political subdivision of the State of Florida.

CONSULTANT: Causseaux, Hewett & Walpole, Inc.
132 NW 76th Drive
Gainesville, FL 32607
352-331-1976

Execution of the Task Order by COUNTY shall serve as authorization for CONSULTANT to provide for the above project, professional services as set out in the Scope of Services included as RECITALS to that certain Agreement of June 19, 2009 between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof: proposal letter dated March 26, 2014

Whenever the Task Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Task Order shall commence upon being executed by COUNTY and returned to CONSULTANT and shall be completed within Sixty Two (62) calendar days.

METHOD OF COMPENSATION:

(a) This Task Order is issued on a:

☐ Fixed Fee basis

☒ Time basis method with a Not-to-Exceed amount

☐ Time basis method with a Limitation of Funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then CONSULTANT shall perform all work required by this Task Order for the sum of _____ DOLLARS(\$ ____). In no event shall CONSULTANT be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then CONSULTANT shall perform all work required by this Task Order for a sum not exceeding Thirty Two Thousand Five Hundred Fifty DOLLARS (\$ 32,550.00). CONSULTANT's compensation shall be based on the actual work required by this Task Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then CONSULTANT is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$ _____) without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise the COUNTY whenever CONSULTANT has incurred expenses on this Task Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The COUNTY shall compensate CONSULTANT for the actual work performed under this Task Order based on supporting documentation of work performed.

The COUNTY shall make payment to CONSULTANT in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by CONSULTANT that this Task Order, until executed by the COUNTY, does not authorize the performance of any services by CONSULTANT and that the COUNTY, prior to its execution of the Task Order, reserves the right to authorize any party other than CONSULTANT to perform the services, or a portion thereof, called for under this Task Order if it is determined that to do so is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this _____ day of _____, for the purposes stated herein.

Causseaux Hewett & Walpole, Inc.

By: _____
Signature

Robert J. Walpole, P.E., LEED AP
Print Name

Title: President

TAYLOR COUNTY, FLORIDA

By: _____
Signature

Print Name

Title: _____

Date: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO RATIFY THE LANDFILL MOWING AND FERTILIZING CONTRACT WITH PADGETT LAWN CARE, LLC AS SIGNED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

April 7, 2014

Statement of Issue:

Board to consider request to ratify the County Administrator's signature of the Landfill Mowing and Fertilizing Contract with Padgett Lawncare, LLC.

Recommended Action:

The Board should ratify the County Administrator's signature of the Landfill Mowing and Fertilizing Contract with Padgett Lawncare, LLC.

Fiscal Impact: FISCAL YR 2013/14 & 2014/15 - \$8,642.26 (INCLUDING EXTRA MOWING CYCLE) PER FISCAL YEAR

Budgeted Expense: YES

Submitted By: ADMINISTRATIVE DIVISION

Contact: COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners accepted the proposal from Padgett Lawncare, LLC on February 18, 2014, as the lowest of three proposals received for mowing and fertilizing the Taylor County Closed Landfill. This proposal provides for an initial two-year Mowing and Fertilizing contract with a possible additional one-year extension at the same rates.

The County Administrator signed and executed the attached contract and is now forwarding it to the Board for endorsement through ratification. Therefore, Staff respectfully requests that the County Commission ratify the County Administrator's signature.

Options:

- 1) Approve the request to ratify the County Administrator's signature.
- 2) Deny the request and state reasons for such denial.

Attachments:

Copy of Executed Contract

Notice of Award

Dated 02/21/2014

Project: Closed Landfill Grass Mowing and Fertilizing Services	Owner: Taylor County Board of County Commissioners	Owner's Contract No.: 2013-005-ENG
Contract: Closed Landfill Grass Mowing and Fertilizing Services		Engineer's Project No.: 2013-005-ENG
Bidder: Padgett Lawn Care, LLC.		
Bidder's Address: (send Certified Mail, Return Receipt Requested) 8950 HWY 27 E, Perry, FL 32347		
Phone: (850)-843-0708 Fax:		

You are notified that your Bid dated January 27, 2014 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Closed Landfill Grass Mowing and Fertilizing Services, Contract No. 2013-005-ENG as more fully detailed within the contract documents.

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of this project shall be:

Total Project = \$7,566.43/year

(Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts.)

2 copies of each of the proposed Contract Documents accompany this Notice of Award.

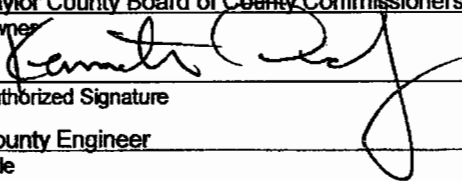
You must comply with the following conditions precedent within [5] day(s) of the date you receive this Notice of Award.

1. Deliver to the Owner [2] fully executed counterparts of the Contract Documents.
2. Other conditions precedent:

Insurance Documents listing Taylor County Board of County Commissioners as additional insured as required by General Condition 5.04.B.1, current Workers Compensation Exemption Certificate and updated Hold Harmless Agreement

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Taylor County Board of County Commissioners
Owner
By: 
Authorized Signature
County Engineer
Title

Copy to Engineer

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
(STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commisisoners

(Owner) and Padgett Lawn Care, LLC.

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The intent of this contract is to secure all labor and equipment required to mow and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos) and the associated stormwater retention facilities. Additionally, the access road-side swales, shoulders and back slopes shall be mowed and fertilized to the designated limits.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

This project is to be bid as a lump sum project, with per cycle mowing and fertilizing items priced seperately as specified on the Bid Proposal.

ARTICLE 3 - ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

Taylor County Engineering Division
201 East Green St.
Perry, FL 32347
Phone: 850.838.3500 Fax: 850.838.3501

3.02 The Project will be administered by:

Taylor County Engineering Division
201 East Green Street
Perry, Florida 32347

(Engineer and Project Administrator), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work shall be ready for final payment within 10 days of the days specified within the contract documents.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the time(s) specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 The Term of this project will be from October 1, 2013, through September 30, 2015. A one-year renewal provision may be available based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum (excluding extra mowing cycles) of:

Seven Thousand Five Hundred Sixty-Six Dollars and 43 Cents
(words)

(\$7,566.43)
(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of EJCDC C-700, 2002 Edition.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of EJCDC C-700, 2002 Edition. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due shall bear interest at the rate of One percent (1%) per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

E. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 5, inclusive).
3. General Conditions.
4. Scope of Work.
6. Drawings consisting of 1 sheet(s) with each sheet bearing the following general title: Taylor County Closed Landfill Mowing And Fertilizing [or] the Drawings listed on attached sheet index.
7. Addenda (numbers 1 to 1, inclusive).

8. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages 10 to 25, inclusive).
- b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
- c.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Order(s).1

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

E. The Requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by a Field Order, Engineer's approval of a Shop Drawing or Sample or a written clarification or interpretation.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree

that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Termination

A. Either party, upon thirty (30) days written notice hereunder, may terminate services under this Contract in the event of substantial failure by the other party. In the event of any termination, the Contractor shall be paid for services performed prior to such date of the notice of termination. Notwithstanding anything herein to the Contract, either party shall have the right and without cause to terminate this Contract by giving the other party sixty (60) days notice of such termination. Upon such termination, the Contractor shall be paid for all services performed prior to the date of such termination.

10.06 Other Provisions

A. Venue for all disputes arising from this contract shall be Taylor County, Florida.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on September 30, 2013 (which is the Effective Date of the Agreement).

OWNER:

Taylor County Board of County Commissioners

By: Jack R. Brown

Title: County Administrator

[COUNTY SEAL]

Attest: Annie Mae Murphy

Title: Taylor County Clerk of Court

Address for giving notices:

108 North Jefferson St., Suite 102, Perry, FL 32347

OR

P.O. Box 620, Perry, FL 32348

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

Padgett Lawn Care, LLC.

By: Glen Padgett

Title: MANAGING MEMBER / OWNER OPERATOR

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

8950 HWY 27 E, Perry, FL 32347

License No.: _____

(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

TECHNICAL SPECIFICATIONS

I. SUMMARY

The work shall consist of furnishing all labor and equipment required to cut and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos), and water retention areas. Additionally, the access road ditch lines, shoulders, and black slopes, and water retention basins shall also be mowed and fertilized to the limits indicated.

II. GENERAL CONDITIONS

1. The Bidder must make a personal inspection of the entire site prior to the submittal of his/her bid to verify dimensions and conditions. The Taylor County Engineering Division will be available to visit the site with any, and all, bidders upon request. Please call (850) 838-3500, Ext. 104 to arrange an appointment for a site visit. Failure to inspect site will not serve as just cause for changes due to unknown conditions.
2. The Bidder's proposal shall include the total cost of all necessary labor, materials and equipment required to accomplish this project, within the time specified and at the price stated in the bid proposal. Omission of any excluded cost will not serve as justification for a future change order request.
3. All requests for payment shall be reviewed for approval upon receipt of an original invoice on company letterhead. Faxed invoices will not be accepted. All work must be inspected for satisfactory completion prior to processing requests for payment. Any work or portion of the work found to be unsatisfactory and not meeting the terms of the agreement will be noted for correction within 10 days of the date the work was due to be completed. Work found to be unsatisfactory more than once per cycle may serve as grounds for termination of the agreement.
4. The Taylor County Finance Department will only process invoices two (2) times per month. Invoices must be submitted to Finance on or before the Monday of the week prior to the upcoming Board of County Commissioners meetings.
5. An Application for Payment with Engineer's recommendations will be presented to the County for consideration at one of the bi-monthly meetings. If the County finds the Application for Payment acceptable, the recommended amount less any reduction determined necessary by the Board will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.
6. The Bidder's proposal shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.
7. The County will provide Project Representative Services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays.
8. The authorized representative shall be given no less than 48 hours prior notice of the actual starting time and date of each mowing/trimming operation and fertilizing.
9. The following individuals, in the listed order, will be the responsible agent(s) for the County:

Jack R. Brown, County Administrator
Kenneth Dudley, County Engineer
Brent Burford, Engineer

10. The Contract awarded as a result of this solicitation shall run from October 1, 2013, through September 30, 2015 with an opportunity to renew for a third year.

III. PROJECT SPECIFICATIONS

1. The work shall consist of furnishing all labor, equipment and supplies required to cut and fertilize all grassed areas depicted on the attached drawing, including the three closed landfill cells, (Class I/III, Liquid, and Asbestos), as shown including tops of the cells, slopes of cells, and storm water retention areas. Additionally, the access road ditch lines, shoulders, and black slopes, and storm water retention basins shall be mowed and fertilized to the designated limits. (See attached drawing.)
2. The tops of the cells contain a liner below the surfaces. Therefore, the Contractor must not use any equipment that will damage the finished grade of the tops of these cells. Any damage caused to the cells, gas vents, or the liners under the surface of the tops of the cells will be repaired at the Contractor's expense.
3. No open fire or smoking will be allowed on or around the cells containing the gas vents.
4. The Contractor shall use caution when mowing or fertilizing so as not to damage any areas due to excessive ground wetness and/or standing water. Contractor shall notify the Engineering Division when such conditions exist such that the work may be rescheduled. No additional cost will be allowed for rescheduling.
5. All mowed areas shall be completed to a cut height of no greater than 4 inches. The estimated area to be mowed/trimmed is 22.89 acres.
6. The Contractor shall use a plastic-string weed-eater when trimming along the filter-point mats in the storm water swales and around all gas vents on the tops of the Class I/III and Liquid cells to protect the structures from damage by mowing equipment used during the grass cutting. To avoid potential damage, Contractor shall maintain a 24" riding equipment/tractor clear zone around each gas vent.
7. The Contractor shall use a broadcast spreader to distribute a 10-10-10 (Nitrogen-Phosphorous-Potassium) pellet fertilizer at a rate of 250 lb/acre with May mowing cycle and a 5-10-15 pellet fertilizer at a rate of 200 lb/acre with September mowing cycle. Contractor shall submit proposed fertilizer for approval prior to application and must provide product purchase information (sales receipt indicating amount and type of fertilizer purchased) and one package label to the Engineering Division after completing each cycle as proof of material and usage. Non-homogenous fertilizer is acceptable.
8. Non-grassed retention pond bottoms, concrete filter point mats and limerock roadways shall not be included in the fertilizing operation. All other areas shall be fertilized at the specified rates. The estimated area to be fertilized is 21.61 acres.
9. The Contractor shall mow and trim the entire designated area within 10 days of the dates listed below:

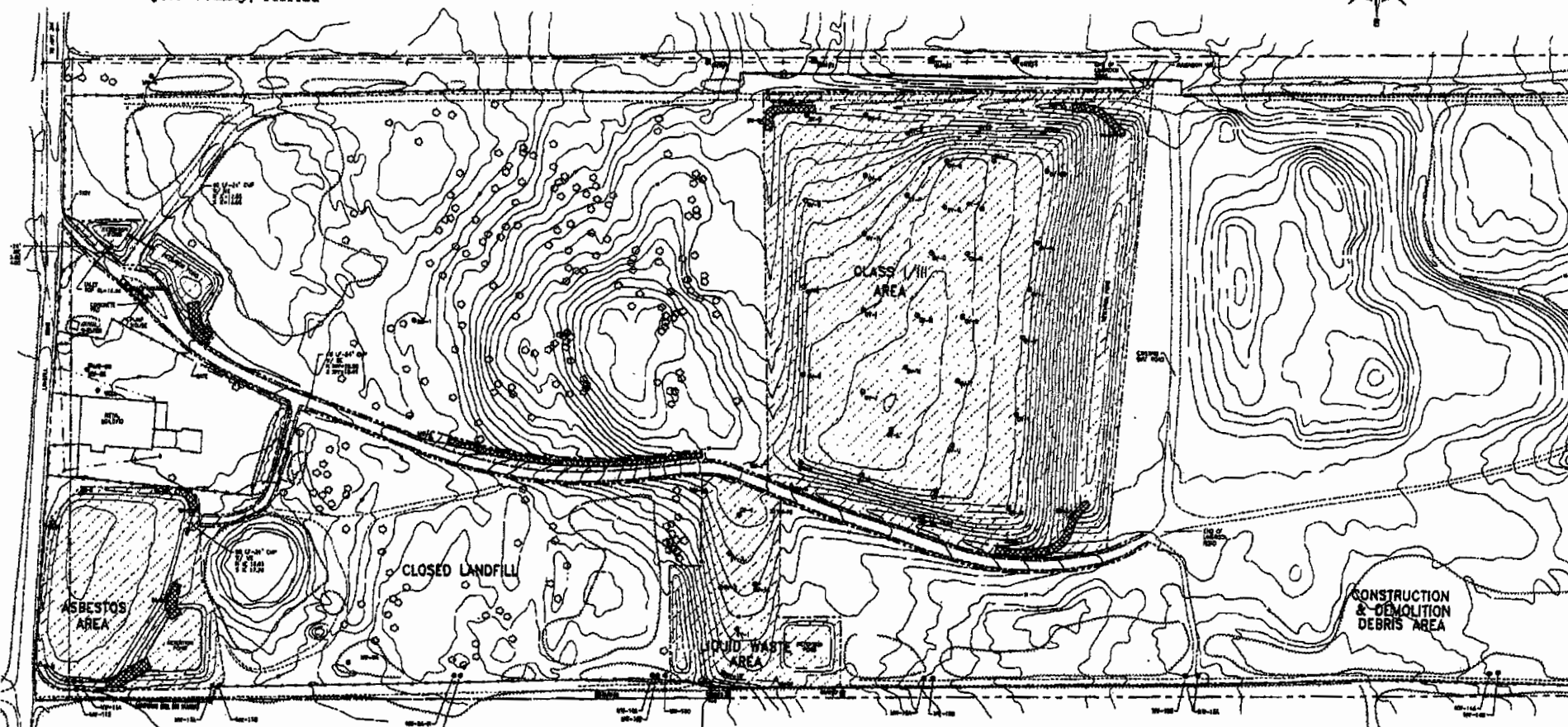
Year 1: May 1, July 1, August 15, and September 15, 2014
Year 2: May 1, July 1, August 15, and September 15, 2015
Year 3: May 1, July 1, August 15, and September 15, 2016; if renewed

However, the County reserves the right to increase the number of cutting cycles to as many as six (6) per year. Any additional cuttings will be as directed, in writing, by the County.

IV. JOB SITE CONDITIONS

1. Contractor shall be responsible for cleaning and removing any trash left by the Contractor at the job site at the conclusion of each mowing/fertilizing cycle and upon request of a County representative based on accumulated debris. Contractor is responsible for a clean job-site upon completion.

Sections 22 & 23
Township 5 South, Range 6 East
Taylor County, Florida



1. SWMF =	0.60 ACRES
2. ROAD SIDES =	0.97 ACRES
3. ASBESTOS ARES =	3.26 ACRES
4. LIQUID CELL =	2.35 ACRES
5. CLASS 1/III CELL =	15.72 ACRES
TOTAL	22.89 ACRES

[illegible]

SCALE 1" = 200'

ADDENDA

TAYLOR COUNTY BOCC

To: ALL BIDDERS

From: Brent Burford, Taylor County Engineering Division

Date: January 23, 2014

Re: Taylor County Landfill Mowing and Fertilizing
Addendum No. 1

This memorandum is to serve as a Contract Addendum to the **Taylor County Landfill Mowing and Fertilizing** project bid package to be received in the Clerk's Office by 4:00 pm on Friday, January 31, 2014, and to be opened and read aloud by the Board of County Commissioners on February 3, 2014.

These responses are to be considered as if originally incorporated into the Bid Documents:

Contract Term for this project is revised to correctly state October 1, 2013 through September 30, 2015 in all locations within the bid package.

I hereby acknowledge receipt of Addendum No. 1:

Name: Glen Padgett
Company: Padgett LAWN CARE, LLC
Date: 1-27-14

BID FORM**Taylor County Closed Landfill Mowing And Fertilizing****2013-005-ENG****TABLE OF ARTICLES**

<u>Article</u>	<u>Article No.</u>
ARTICLE 1 – BID RECIPIENT	1
ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS	1
ARTICLE 3 – BIDDER'S REPRESENTATIONS	1
ARTICLE 4 – FURTHER REPRESENTATIONS	2
ARTICLE 5 – BASIS OF BID	2
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ARTICLE 7 – ATTACHMENTS TO THIS BID	3
ARTICLE 8 – DEFINED TERMS	4
ARTICLE 9 – BID SUBMITTAL	4

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

*Taylor County Board of County Commissioners
Clerk of Court
1st Floor Courthouse, Suite 102
108 North Jefferson St.
Perry, Florida 32347*

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.Addendum Date

1

1-23-14

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

MOWING / TRIMMING

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Mowing/Trimming (May 1)	22.89	\$ <u>47.00</u>	\$ <u>1075.83</u>
2	Cycle 2 Mowing/Trimming (July 1)	22.89	\$ <u>47.00</u>	\$ <u>1075.83</u>
3	Cycle 3 Mowing/Trimming (August 15)	22.89	\$ <u>47.00</u>	\$ <u>1075.83</u>
4	Cycle 4 Mowing/Trimming (September 15)	22.89	\$ <u>47.00</u>	\$ <u>1075.83</u>
5	Total Annual Cost			\$ <u>4,303.32</u>
6	Extra Cycle – Mowing/Trimming	22.89	\$ <u>47.00</u>	\$ <u>1075.83</u>

FERTILIZING

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Fertilizing (May 1 w/ 10-10-10)	21.61	\$ <u>77</u>	\$ <u>1663.97</u>
2	Cycle 2 Fertilizing (September 15 w/ 5-10-15)	21.61	\$ <u>74</u>	\$ <u>1599.14</u>
3	Total Annual Cost			\$ <u>3263.11</u>

EXTRA CYCLE MOWING/TRIMMING: Owner reserves the right to request up to two (2) additional mowing and trimming cycles during the term of the contract due to excessive grass and/or weed growth. Provide cost for completing each extra cycle in the designated space above.

Bidder acknowledges that payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates specified or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
- 6.03 Bidder accepts that the Term of this project will be from October 1, 2010, through September 30, 2012. This project will allow for a one-year renewal based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Certificate of Liability Insurance or Agency Statement
 - B. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
 - C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)

- D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- E. Affidavit of Non-Collusion
- F. Valid Business/Contractor Licensing/Registration Information
- G. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information
- H. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed work, Value of work, % of total)
- I. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- J. List of Project References

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions. Any remaining terms not identified will have the meanings stated in the General Conditions; *EJCDC C-700 Standard General Conditions of the Construction Contract*.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): Glen Padgett

By: _____ (SEAL)
(Individual's signature)

Doing business as: Padgett Lawn Care, LLC

A Partnership

Partnership Name: NA (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: NA (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): NA

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in FLORIDA is ____/____/____A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

April 28, 2005

GLEN PADGETT
8950 E. HWY. 27
PERRY, FL 32347

The Articles of Organization for PADGETT LAWN CARE LLC were filed on April 28, 2005, and assigned document number L05000041907. Please refer to this number whenever corresponding with this office.

In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

A limited liability company annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number may be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the limited liability company to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Jason Merrick
Document Specialist
Registration/Foreign Qualification
Division of Corporations

Letter Number: 005A00029732

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Padgett Lawn Care LLC

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

8950 E Hwy 27
Perry, FL 32347

Mailing Address:

8950 E Hwy 27
Perry, FL 32347

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

The name and the Florida street address of the registered agent are:

Glen Padgett
Name
8950 E Hwy 27
Florida street address (P.O. Box NOT acceptable)
Perry FL 32347
City, State, and Zip

05 APR 28 PM 2:34
TALLAHASSEE, FLORIDA

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..

Glen Padgett
Registered Agent's Signature

(CONTINUED)

ARTICLE IV- Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:

"MGR" = Manager

"MGRM" = Managing Member

Name and Address:

MGRM

Glen Padgett
2950 E. Hwy 27
Perry, FL 32347

MGRM

Tiffanee Padgett
8950 E. Hwy 27
Perry, FL 32347

MGRM

Logan Padgett
2950 E. Hwy 27
Perry, FL 32347

MGRM

Dusty Padgett
8950 E. Hwy 27
Perry, FL 32347

(Use attachment if necessary)

NOTE: An additional article must be added if an effective date is requested.

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

GLEN PADGETT

Typed or printed name of signee

Filing Fees:

\$100.00 Filing Fee for Articles of Organization

\$ 25.00 Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

EIN # 76-0798204

FILED
05 APR 28 PM 2:34
TALLAHASSEE, FLORIDA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/27/2014

PRODUCER PERRY INSURANCE AGENCY, INC 1000A S JEFFERSON ST PERRY, FL 32348 perryins2@fairpoint.net		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED PADGETT LAWN CARE LLC 8950 HWY 27 E PERRY, FL 32347		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: NAUTILUS INS COMPANY	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	AUTO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	NN325453	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CERTIFICATE HOLDER IS ALSO ADDITIONAL INSURED

CERTIFICATE HOLDER TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS PO BOX 620 PERRY, FL 32348	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	---

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, PADGETT LAWN CARE, LLC (Contractor), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto and marked Exhibit "A", and in Consideration of Taylor County (Owner) having accepted said Worker's Compensation exemption and Owner having agreed for Contractor to proceed with the following project, to-wit:

*Taylor County Closed Landfill Mowing and Fertilizing
Taylor County, Florida*

Taylor County Closed Landfill Mowing and Fertilizing Contract: The intent of this contract is to secure all labor and equipment required to mow and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos) and the associated stormwater retention facilities. Additionally, the access road-side swales, shoulders and back slopes shall be mowed and fertilized to the designated limits.

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

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

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

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

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

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

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

DONE AND EXECUTED this 12th day of March, 2014

WITNESS:

Alan Padgett

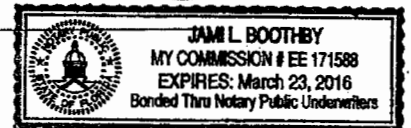
STATE OF Florida
COUNTY OF Taylor

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

Witness my hand and official seal this 12th day of March, 2014

Jamie L Boothby
NOTARY PUBLIC

My Commission Expires:



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

By _____.



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/18/2014 **EXPIRATION DATE:** 2/18/2016

PERSON: PADGETT WILLIAM G

FEIN: 760790204

BUSINESS NAME AND ADDRESS:

PADGETT LAWN CARE LLC

8950 E. HWY 27

PERRY FL 32347

SCOPES OF BUSINESS OR TRADE:

PARK NOC-ALL
EMPLOYEES & DRIVE

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 07-12

QUESTIONS? (850)413-1609

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. NA
for Landfill Mowing & Fertilizing
2. This sworn statement is submitted by Radgett Land Care, LLC
(Name of entity submitting sworn statement)

Whose business address is 3950 E. Hwy 27
Perry, FL 32349 and

(if applicable) its Federal Employer Identification Number (FEIN) is 76-0790204.
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Glen Radgett and my relationship to the entity name above is Managing Member - owner/operator.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime: or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

Glen Padgett
(Signature)

1-27-14
(Date)

STATE OF Florida

COUNTY OF Taylor

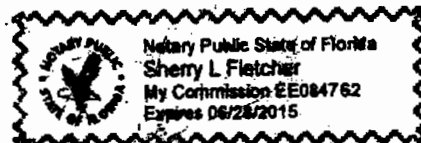
PERSONALLY APPEARED BEFORE ME, the undersigned authority, Glen Padgett,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 27th day

of January, 2014.

Sherry L. Fletcher
NOTARY PUBLIC

My commission expires: 01-27-14



NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

Glen Padgett being first duly sworn, deposes and says that:

- (1) He/She/They is/are the managing member-owner/operator
(Owner, Partner, Officer, Representative or Agent)
of Padgett Lawn Care, LLC the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Sherry L. Fletcher
WitnessBy: Glen Padgett
Signature

Witness

Glen Padgett managing member-owner/operator
Print Name and TitleSTATE OF Florida, COUNTY OF Taylor

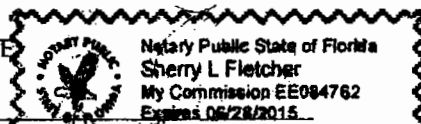
On this the 27 day of January, 20 14, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) Glen Padgett and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Sherry L. Fletcher
Notary Public

NOTARY PUBLIC:

SEAL OF OFFICE



(Name of Notary Public, Print Name, State, or Jurisdiction)

Personally known to me, orDid take an oath, orPersonal identification:Did Not take an oath.

Type of Identification Produced

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER RATIFICATION OF THE BOARD OF COUNTY COMMISSIONERS CHAIRMAN'S SIGNATURE APPROVING BUDGET AMENDMENT SHOWING CARRY-FORWARD FUNDS FOR STATE GRANT FUNDING AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR

MEETING DATE REQUESTED:

April 7, 2014

Statement of Issue:

THE BOARD TO CONSIDER RATIFICATION OF THE BOARD OF COUNTY COMMISSIONERS CHAIRMAN'S SIGNATURE

Recommended Action:

APPROVE

Fiscal Impact:

\$1,407.00 CARRY-FORWARD FUNDS

Budgeted Expense:

N/A

Submitted By:

GARY WAMBOLT, ES DIRECTOR

Contact:

838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

STATE FUNDING FOR MOSQUITO CONTROL REQUIRES BUDGET AMENDMENT IS SUBMITTED TO REFLECT CARRY-FORWARD FUNDS. FISCAL YEAR 2012-2013 SHOWED \$1,407.00 IN ADDITIONAL FUNDING TO ORIGINAL BUDGET PROJECTION FOR CARRY-FORWARD FUNDS.

Options:

APPROVE/NOT APPROVE

Attachments:

BUDGET AMENDMENT No. 1 FOR MOSQUITO CONTROL STATE FUNDS



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ARTHROPOD CONTROL BUDGET AMENDMENT

ADAM H. PUTNAM
COMMISSIONER

Section 388.361, F.S. and 5E-13.027, F.A.C.
Telephone (850) 617-7995 Fax (850) 617-7969

Submit to:
Bureau of Entomology and Pest
Control
3125 Conner Blvd, Suite N,
MS C-41
Tallahassee, FL 32300-1660

A STATEMENT EXPLAINING AND JUSTIFYING THE PROPOSED CHANGES SHOULD ACCOMPANY EACH APPLICATION FOR BUDGET AMENDMENT. USE PAGE TWO FOR THIS PURPOSE.

Amendment No. 1

Fiscal Year: 2013-2014

Date: 3/24/2014

Amending: Local Funds State Funds X (Check appropriate fund account to be amended. Use a separate form for each fund). The Board of Commissioners for Taylor District hereby submits to the Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, for its consideration and approval, the following amendment for the current fiscal year as follows:

ESTIMATED RECEIPTS

NOTE: The budget cannot be amended to show an increase in receipts over the amount budgeted unless authorized.

Total Available Cash and Receipts	Reserves	Present Budget	Increase Request	Decrease Request	Revised Budget
\$ 30,631.00	\$ -	\$ 30,631.00	\$ 1,047.00	\$ -	\$ 31,678.00

NAME SOURCE OF INCREASE: (Explain Decrease)

Carry Forward Funds

BUDGETED RECEIPTS					
ACCT NO	Description	Present Budget	Increase Request	Decrease Request	Revised Budget
311	Ad Valorem (Current/Delinquent)	\$ -	\$ -	\$ -	\$ -
334.1	State Grant	\$ 30,631.00	\$ -	\$ -	\$ 30,631.00
362	Equipment Rentals	\$ -	\$ -	\$ -	\$ -
337	Grants and Donations	\$ -	\$ -	\$ -	\$ -
361	Interest Earnings	\$ -	\$ -	\$ -	\$ -
364	Equipment and/or Other Sales	\$ -	\$ -	\$ -	\$ -
369	Misc./Refunds (prior yr expenditures)	\$ -	\$ -	\$ -	\$ -
380	Other Sources	\$ -	\$ -	\$ -	\$ -
389	Loans	\$ -	\$ -	\$ -	\$ -
TOTAL RECEIPTS		\$ 30,631.00	\$ -	\$ -	\$ 30,631.00
Beginning Fund Balance		\$ -	\$ 1,047.00	\$ -	\$ 1,047.00
Total Budgetary Receipts & Balances		\$ 30,631.00	\$ 1,047.00	\$ -	\$ 31,678.00

BUDGETED EXPENDITURES

NOTE: Total increase must equal total decrease, unless the total "Present Budget" is revised.

ACCT NO	Uniform Accounting System Transaction	Present Budget	Increase Request	Decrease Request	Revised Budget
10	Personal Services	\$ 20,188.00	\$ 1,047.00	\$ -	\$ 21,245.00
20	Personal Services Benefits	\$ 9,258.00	\$ -	\$ -	\$ 9,258.00
30	Operating Expense	\$ -	\$ -	\$ -	\$ -
40	Travel & Per Diem	\$ 587.00	\$ -	\$ -	\$ 587.00
41	Communication Services	\$ -	\$ -	\$ -	\$ -
42	Freight Services	\$ -	\$ -	\$ -	\$ -
43	Utility Service	\$ -	\$ -	\$ -	\$ -
44	Rentals & Leases	\$ -	\$ -	\$ -	\$ -
45	Insurance	\$ -	\$ -	\$ -	\$ -
46	Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -
47	Printing and Binding	\$ -	\$ -	\$ -	\$ -
48	Promotional Activities	\$ -	\$ -	\$ -	\$ -
49	Other Charges	\$ 588.00	\$ -	\$ -	\$ 588.00
51	Office Supplies	\$ -	\$ -	\$ -	\$ -
52.1	Gasoline/Oil/Lube	\$ -	\$ -	\$ -	\$ -
52.2	Chemicals	\$ -	\$ -	\$ -	\$ -
52.3	Protective Clothing	\$ -	\$ -	\$ -	\$ -
52.4	Misc. Supplies	\$ -	\$ -	\$ -	\$ -
52.5	Tools & Implements	\$ -	\$ -	\$ -	\$ -
54	Publications & Dues	\$ -	\$ -	\$ -	\$ -
55	Training	\$ -	\$ -	\$ -	\$ -
60	Capital Outlay	\$ -	\$ -	\$ -	\$ -
71	Principal	\$ -	\$ -	\$ -	\$ -
72	Interest	\$ -	\$ -	\$ -	\$ -
81	Aids to Government Agencies	\$ -	\$ -	\$ -	\$ -
83	Other Grants and Aids	\$ -	\$ -	\$ -	\$ -
89	Contingency (Current Year)	\$ -	\$ -	\$ -	\$ -
99	Payment of Prior Year Accounts	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET AND CHARGES		\$ 30,631.00	\$ 1,047.00	\$ -	\$ 31,678.00
0.001	Reserves - Future Capital Outlay	\$ -	\$ -	\$ -	\$ -
0.002	Reserves - Self Insurance	\$ -	\$ -	\$ -	\$ -
0.003	Reserves - Cash Balance to be Carried Forward	\$ -	\$ -	\$ -	\$ -
0.004	Reserves - Sick and Annual Leave	\$ -	\$ -	\$ -	\$ -
TOTAL RESERVES		\$ -	\$ -	\$ -	\$ -
TOTAL BUDGETARY EXPENDITURES and BALANCES		\$ 30,631.00	\$ 1,047.00	\$ -	\$ 31,678.00
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -

APPROVED: _____
Chairman of the Board, or Clerk of Circuit Court

DATE _____

APPROVED: _____
Bureau of Entomology and Pest Control

DATE _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Doctors' Memorial Hospital, Inc. respectfully requests a letter of support from the Board of Commissioners for a grant application which is being submitted to USDA Rural Development Community Facilities Program requesting funding assistance for the purchase of EKG Machines and Automatic External Defibrillators (AEDs).

Meeting Date:

April 7, 2014

Statement of Issue:

DMH is submitting a grant application to the USDA Rural Development Community Facilities Program requesting funding assistance for the purchase of EKG Machines and AEDs for the DMH Medical Plaza.

Recommendation:

Respectfully requesting a letter of support from the Board.

Fiscal Impact:

\$ This has no fiscal impact on the Board of Commissioners

Budgeted Expense:

Yes

☐

No

☐

N/A

☒

Submitted By:

Geri Forbes, CEO

Contact:

Geri Forbes, CEO 584-0885

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The EKG equipment currently being used at DMH is outdated and is well beyond the expected life expectancy for EKG machines. The AED's will be placed in service at the DMH Medical Plaza. The Plaza currently does not have AED's. The grant application requires a letter of support from an authorized official of the County.

Options:

1. Approve request for the letter of support
2. Deny request

Attachments:

1. Proposed letter of support
- 2.



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

April 7, 2014

United States Department of Agriculture
Rural Development
971 W Duval St. Ste 190
Lake City, FL, 32055-3736

Attn: Ms. Peggy Johns, Area Director

Re: Doctors' Memorial Hospital, Inc.
USDA Rural Development Grant Application

Dear Ms. Johns:

Please accept this letter of support for the application Doctors' Memorial Hospital is submitting to the USDA Rural Development Grant Program for EKG Machines and Automatic External Defibrillators (AEDs). This equipment is needed for adequate patient care at Doctors' Memorial Hospital (DMH) and the DMH Medical Plaza. Over this past year, Doctors' Memorial Hospital has worked hard to become financially sound and to provide the best possible patient services and care.

Thank you for your consideration of the grant application.

Sincerely,

Malcolm Page, Chairman
Taylor County Board of Commissioners

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Satisfaction of Repayment Agreement for Annie P. Keys a/k/a/ Annie P. Hawkins who received rehabilitation assistance through the SHIP Program January 15, 2009.

MEETING DATE REQUESTED:

April 7, 2014

Statement of Issue: Board to approve Satisfaction of Repayment Agreement for Annie P. Keys a/k/a/ Annie P. Hawkins who received rehabilitation assistance through the SHIP Program, January 15, 2009 in the amount of \$25,000. All terms of the Agreement have been satisfied.

Recommended Action: Approve Satisfaction of Repayment Agreement

Fiscal Impact: Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Ms. Keys (Hawkins) received rehabilitation assistance through the SHIP Program in the amount of \$25, 000 January 15, 2009. All terms of the Repayment Agreement have been satisfied.

Attachments: Satisfaction of Repayment Agreement

SATISFACTION OF REPAYMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Taylor County Rehabilitation Program Ship Program Repayment Agreement executed by **ANNIE P. KEYS, a/k/a ANNIE P. HAWKINS** bearing date the 15th day of January, A. D. 2009, recorded in Official Records Book 645, page 830, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$25,000.00, and certain promises and obligations set forth in said Repayment Agreement, upon the property situate in said State and County described as follows, to-wit:

905 East Drew, Perry, Florida 32347

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this ____ day of _____, 2014.

Signed, Sealed and Delivered
in Presence of:

_____(SEAL)
MALCOLM PAGE, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

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

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2014.

NOTARY PUBLIC

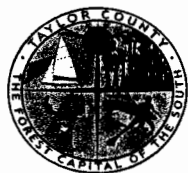
My Commission Expires:

PREPARED BY: Conrad C. Bishop, Jr.
Attorney at Law
Post Office Box 167
Perry, Florida 32348

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE COUNTY SPECIAL NEEDS SHELTER REGISTRATION FORM, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR

MEETING DATE REQUESTED:

APRIL 7, 2014

Statement of Issue: THE BOARD TO CONSIDER APPROVING A FORM

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE EMERGENCY MANAGEMENT DEPARTMENT IS REQUIRED BY FLORIDA STATUTE TO SOLICIT AND MAINTAIN A SPECIAL NEEDS SHELTER CLIENT REGISTRY. THE PROPOSED FORM WILL IMPROVE THE DEPARTMENT'S ABILITY TO COLLECT AND MAINTAIN VITAL DATA. THE BOARD WAS PRESENTED THE FORM AT ITS MARCH WORKSHOP.

Options: APPROVE/RECOMMEND EDITS

Attachments: SPECIAL NEEDS SHELTER REGISTRATION FORM

SPECIAL NEEDS SHELTER APPLICATION

Taylor County, FL

Name (Last) _____ First _____ (MI) _____
 Physical Street Address _____ Apt. / Lot# _____
 City/ State/ Zip _____ Phone _____ Email _____
 Date of Birth _____ Sex _____ Height _____ Weight _____ Primary Language Spoken _____
 Mailing Address (if different from above) _____

Primary Medical Disability:

_____ Incontinence
 _____ Legally Blind
 _____ Deaf
 _____ Developmental*
 _____ Epilepsy
 _____ Alzheimer's
 _____ Terminal Illness*
 _____ Contagious Disease*
 _____ Other Chronic Condition*

*Specify _____

Are you:

_____ Electricity Dependent
 _____ Living in mobile home/trailer or flood prone home
 _____ Mobile w/Assistance (walker/cane)
 _____ Confined to a Wheel chair
 _____ Bedridden-No mobility
 Living Alone _____ With a relative/caregiver _____

Special Equipment that you are dependent on:

_____ Life Support/Respirator _____ Dialysis Dependent
 _____ Insulin Dependent _____ IV
 _____ Life-Sustaining Medication (list) _____

 _____ Oxygen Dependent _____ # of hours needed
 _____ Liter flow _____ Portable tank?

Physician's Name _____ Phone _____
 Home Health Care Provider _____ Phone _____
 Pharmacy _____ Phone _____
 Emergency Contact _____ Phone _____
 Relationship _____

Do you need assistance getting to a shelter or evacuation center? YES NO
 If Yes, check appropriate mode: ___ Ambulance ___ Wheelchair/Van ___ Standard Vehicle ___ Bus
 Do you have a certified service animal? ___ What type? _____
 Who will accompany you to the shelter? _____ Phone _____

I DO ___ or DO NOT ___ have a Do Not Resuscitate Order (DNRO) (If yes, then please attach a copy)
 I DO ___ or DO NOT ___ authorize emergency personnel to enter my residence for search/rescue.
 I DO ___ or DO NOT ___ want emergency weather/civil warnings sent to my email and cell phone via text.
 If Yes, my cell phone number is _____ Cell Phone Carrier _____

 Applicant's Signature

 Date

Return to the Taylor County EMD: fax-850-838-3523 or email: eoc.coordinator@taylorcountygov.com

Or in person, or by mail, to 591 East US Highway 27, Perry, FL 32347

Please note that Taylor County does not have a Special Needs Shelter. Special needs clients will shelter in Leon County. All residents using shelters are responsible for bringing their essential necessities (medications, specialized equipment, service animal food and equipment, personal hygiene items, etc...). Please attach a list of all essential medications and dosages. This form will be maintained as CONFIDENTIAL

OFFICIAL USE ONLY:

APPLICANT RECOMMENDED FOR: SPECIAL NEEDS SHELTER ___ REGULAR SHELTER ___

RECOMMENDED TRANSPORT: T-1A ___ T-1 ___ T-2 ___ T-3 ___ POV ___

DATE APPLICANT NOTIFIED: _____ BY: _____ REGISTRY UPDATED: _____

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A MEMORANDUM OF UNDERSTANDING ESTABLISHING ROLES AND RESPONSIBILITIES FOR A PARENT ORGANIZATION TO ASSIST IN THE UPCOMING GIRLS' SOFTBALL SEASON, AS AGENDAED BY THE ASSISTANT ADMINISTRATOR

MEETING DATE REQUESTED:

APRIL 7, 2014

Statement of Issue: THE BOARD TO CONSIDER AN MOU

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: A PARENT ORGANIZATION HAS BEEN ESTABLISHED TO TAKE ON RESPONSIBILITIES IN THE FACILITATION OF THE GIRLS' SOFTBALL LEAGUE. THE TCRAB HAS FOSTERED THIS RELATIONSHIP AND HAS THE GOAL OF SHIFTING ALL LEAGUE OPERATIONS AND DECISION MAKING RESPONSIBILITY TO THE PARENT ORGANIZATION. THE BOARD HAD THE OPPORTUNITY TO REVIEW THE AGREEMENT AT THE MARCH WORKSHOP.

Options: APPROVE/RECOMMEND EDITS

Attachments: MOU

MEMORANDUM OF UNDERSTANDING (MOU)

Between

The Taylor County Board of County Commissioners

and

The Fastpitch Softball League

This is an agreement between The Taylor County Board of County Commissioners, hereinafter called *the Board* and The Fastpitch Softball League, hereinafter called *the League*.

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each parties as they relate to the provision and regulation of a girls' fastpitch softball league in Taylor County, FL.

In particular, this MOU is intended to:

- Enhance the current girls' softball program by integrating a parent organization in the facilitation of the league.
- Increase participation within the league through the enhanced role of the parent organization.
- Reduce costs to the league and *the Board* by serving as the beginning of a transition to a wholly ran and funded girls' softball program by a parent organization.
- Clarify the roles and responsibilities of both parties in the facilitation of the girls' softball program.

II. BACKGROUND

The city of Perry and *the Board* have an agreement in place to provide recreation sports leagues and recreation facilities to the residents of Taylor County. This agreement sets goals to facilitate the provision of quality recreation leagues while remaining fiscally responsible to the tax payers of Taylor County. To meet these goals of fiscal responsibility and quality service *the Board* has recognized that the establishment of parent organizations to facilitate recreation leagues is critical. This MOU seeks to assist in the establishment of a parent organization to ultimately be solely responsible for the facilitation and maintenance of a girls' fastpitch softball program in Taylor County.

III. THE BOARD'S RESPONSIBILITIES UNDER THIS MOU

The Board shall undertake the following activities:

- Provide *the League* with registration signs.
- Allow *the League* to use all softball equipment currently purchased and maintained by *the Board*.
- Purchase and provide jerseys, socks, belts, and coaches' shirts.
- Pay all Babe Ruth league fees and insurance premiums.
- Schedule and pay the umpires.
- Maintain and prepare all game fields in the Taylor County Sports Complex.

IV. THE LEAGUE'S RESPONSIBILITIES UNDER THIS MOU

The League shall undertake the following activities:

- Solicit and collect all registration forms and fees. Copies of all collected registration forms must be provided to County recreation staff.
- Solicit and collect all sponsorship fees.
- Purchase and maintain any new equipment needed for the safe facilitation of the girls' softball program.
- Purchase and provide trophies and awards to program participants.
- Provide volunteers to serve in the concessions area at each game hosted in the Taylor County Sports Complex.
- Assist county staff in the enforcement of league and Sports Complex rules.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. *The League* will retain all revenues collected from registration fees and sponsorships for the purpose of raising funds to take on more of *the Board's* responsibilities in future seasons.

2. *The Board* will continue to collect and retain the "gate fee" for the purpose of maintaining the grounds and facilities of the Sports Complex.

3. *The League* will be entitled to retain 50% of the profits collected at the concessions area during the times *the League* provides volunteers to work in the concessions area, as per *Board* policy.

4. Any and all modifications to this MOU must be mutually agreed upon in writing.

5. Should, in *the Board's* exclusive opinion, *the League* be found noncompliant in the roles and responsibilities outlined in this MOU, then *the Board* may terminate this agreement. Upon termination of this agreement by *the Board*, *the League* must remit the remaining balance of funds collected from participants and sponsors to *the Board* within thirty (30) days.

VI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be in effect upon the signature of *The Board's* and *The League's* authorized officials. It shall be in force from the date of execution to December 31, 2014. *The Board* and *the League* indicate agreement with this MOU by their signatures.

Signatures and dates

The Taylor County Board of County Commissioners:

Malcolm Page, Chairman Date


Attest:

Annie Mae Murphy, Clerk

The Fastpitch Softball League:

Date

Witnesses:

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	Paul Turner to appear before the Board to discuss a concerns regarding an incident that occurred at the courthouse, the timeline of incident, and the availability of video.
MEETING DATE REQUESTED: April 7, 2014	

Statement of Issue: Mr. Paul Turner contacted my office regarding an incident that occurred on February 17, 2014 and asked that we place him on the agenda to discuss the item with the Board.

Recommended Action: Listen

Fiscal Impact: None

Budgeted Item: No

Submitted By: Jack R. Brown, County Administrator

Contact: (850) 838-3500, Ext 7.
County.admin@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Mr. Turner contacted my office on Monday, March 31, 2014 stating that an incident had occurred with his wife have a reaction to some type of hazardous material on February 17, 2014. He stated that he had reported the incident to the Sheriff's office and to the Clerk's office. He express he was told the video monitoring system tape was unavailable for him as he was told that the tape had automatically overwritten over the events of that day and were no longer available. My office is in the process of trying to find out is there any way to recover the video and confirm for him the date that the information was over written, why, and how.

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

**THE BOARD TO CONSIDER APPOINTING JOSEPH TAYLOR TO
THE TAYLOR COUNTY RECREATION ADVISORY BOARD, AS
AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY
ADMINISTRATOR**



MEETING DATE REQUESTED:

APRIL 7, 2014

Statement of Issue: THE BOARD TO CONSIDER MAKING AN APPOINTMENT

Recommended Action: APPOINT

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues: THE BOARD ADVERTISED TO FILL 1 VACANCY FOR THE
TAYLOR COUNTY RECREATION ADVISORY BOARD IN MARCH. MR. TAYLOR'S
APPLICATION WAS THE ONLY APPLICATION RECEIVED BY STAFF. MR. TAYLOR
WILL SERVE A 3 YEAR TERM, IF APPOINTED**

Options: APPOINT MR. TAYLOR/RE-ADVERTISE

Attachments: APPLICATION



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 820
Perry, Florida 32348
(850) 838-3506 Phone
(850) 828-2549 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

Request for Consideration Questionnaire for the Taylor County Recreation Advisory Board (TCRAB)

Name: Joseph A. Taylor (Drew)
Address: 302 Judson Dr.
Perry, Fl. 32348
Phone: Home: 850-673-9206 Work: 850-838-3580 Fax: _____
Email: drewtaylor56@yahoo.com

Please answer the following questions (use additional pages if necessary)

- | | | |
|---|--------------------------------------|----|
| 1. Are you 18 years old or older? | <input checked="" type="radio"/> Yes | No |
| 2. Are you a resident of Taylor County? | <input checked="" type="radio"/> Yes | No |
| 3. Are you a registered voter in Taylor County? | <input checked="" type="radio"/> Yes | No |
| 4. Are you willing to spend up to eight (8) hours per month for meetings and workshops? | <input checked="" type="radio"/> Yes | No |
| 5. Are you willing to attend all Board Meetings (emergencies excluded)? | <input checked="" type="radio"/> Yes | No |

Education:

Are you a High School Graduate? ☒ Yes No

Name of School: Taylor County High School
Address: _____

Post-Secondary Education:

Name of School: _____
Address: _____

Technical Training:

Name of School: _____

Address: _____

Certificates or Licenses Held:

Please List: _____

College Courses or Graduate:

Name of School: NFCC - A.A. degree FSU - some courses

Address: _____

6. Do you or any family member have any affiliation with any business or company that has a vendor relationship with the Taylor County BCC or any other contractual relationship with the Taylor County Board of County Commissioners?

Yes

No

If Yes, please explain:

I am employed by Mark Wiggins, Taylor County, Tax Collector

7. Please list Board/Business/Volunteer/Work Experience:

Rec. sports coach - soccer, tee ball, football

Perry Elks Lodge - past lodge officers, current scholarship fundraiser director

8. Why do you wish to serve on the Taylor County Recreation Advisory Board?

I wish to serve on the T.C. Recreation Advisory Board
because I want to help with the growth and promotion of youth
sports and activities in our community. Also, I'd like to organize tournaments
at our complex to boost tourism dollars in our community.

9. Have you ever been charged with a misdemeanor or felony in any state or federal court? If yes, please explain in detail:

NO

10. The Taylor County Recreation Advisory Board will have representatives of all sports played at the Taylor County Sports Complex. Please indicate which sport you would like to represent from the following choices in ranking order; first choice, second choice, and third choice and list your experience in each sport.

Rank/Choice: 2nd Soccer: coached U6 + U8 teams, played on high school team

Rank/Choice: 3rd Football: coached Uppend flag football, played rec. league when younger

Rank/Choice: 1st Baseball: coached tee ball, played rec. league when younger

Rank/Choice: _____ Softball: _____

Rank/Choice: _____ Basketball: _____

Rank/Choice: _____ Tennis: _____

Rank/Choice: _____ Users of the Trail: _____

11. The TCRAB will be meeting one or two times each month and participates in self-education and orientation. Do you foresee a problem in attending these events?

No problem attending these events

12. Further comments:

ON BEHALF OF THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, WE THANK YOU FOR TAKING THE TIME TO COMPLETE THIS REQUEST FOR CONSIDERATION QUESTIONNAIRE AND FOR OFFERING TO VOLUNTEER YOUR TIME WHICH WOULD SERVE AS AN INVESTMENT INTO THE FUTURE OF RECREATION IN OUR COMMUNITY.

Applicant Signature: Joseph A. Taylor
Print Name: Joseph A. Taylor
Date: 3-3-14

PLEASE RETURN COMPLETED QUESTIONNAIRES TO THE COUNTY ADMINISTRATOR'S OFFICE AT 201 E. GREEN STREET NO LATER THAN 10:00 AM ON APRIL 2, 2014.

QUESTIONNAIRES MAY ALSO BE FAXED TO 850-838-3501 OR EMAILED TO:
admin.assist@taylorcountygov.com

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Airport Advisory Committee (AAC) currently has two open positions. One term expired which was held by Morris Steen and the second position is open as Don Asmus resigned due to health issues. The County has advertised for these positions and accepted applications for 30 days. Two applications have been received.

MEETING DATE REQUESTED:

April 7, 2014

Statement of Issue: Two positions are open on the AAC. One of the positions is for three years and the second position is for two years.

Recommended Action: Applications were received from Gene Carter and Ward Ketrang, and staff recommends the appointment of the two applicants to the AAC. It is recommended Gene Carter be appointed for the three year term and Ward Ketrang be appointed for the two year term.

Fiscal Impact: Not Applicable

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Three terms expired in February 2014. Only one application (Ken Arnold) was received prior to the February 21, 2014 submission deadline. Mr. Arnold is currently on the AAC and he was reappointed for a three year term at the March 3, 2014 Board meeting. The County re-advertised for the remaining two open positions and applications were received until March 28, 2014. Two applications were received from Gene Carter and Ward Ketrang. Mr. Ketrang does service the AWOS weather system at the Airport. The appointment to the AAC should not be of any conflict as the AAC does not determine or vote on who provides repairs and services to the Airport/County.

Attachments: Advisory Board Committee Applications from Gene Carter and Ward Ketrang.

BOARD OF TAYLOR COUNTY COMMISSIONERS
201 E. Green Street
Perry, Florida 32347

AIRPORT ADVISORY COMMITTEE APPLICATION

Thank you for applying to fill an Airport Advisory Committee vacancy. Your information will remain confidential and will be used in the committee membership selection process. Please complete the following questionnaire and return it to the Perry-Foley Airport Manager on or prior to the advertised close date.

NAME: Ward Ketring

DATE: 03/01/14

ADDRESS: 105 Ridge Road Perry, FL 32348

TELEPHONE: 672-0008 TELEPHONE 584-9273 FAX: E-MAIL ward@ketring.com

PLACE OF EMPLOYMENT: Ketring Power Technologies HOW LONG? 8 yrs

POSTION: Owner HOW LONG? 8 yrs

ARE YOU A RESIDENT OF TAYLOR COUNTY? Yes,

DO YOU HAVE A CURRENT PILOT LICENSE? Yes

DESCRIBE YOUR EXPERIENCE ASSOCIATED WITH AVIATION, AIRPORT OPERATIONS, OR OTHER ACTIVITIES THAT MAY LEAD TO PROMOTING PERRY-FOLEY AIRPORT'S PUBLIC SERVICE NOW AND IN THE FUTURE.

I'm a private pilot and an airport navajds technician. I travel extensively to and work on navajds at other small airports across the country and get somewhat involved with their operations. I have experience with dealing with the FAA.

HAVE YOU EVER SERVED ON THE PERRY-FOLEY ADVISORY COMMITTEE? Yes, IF YES, FROM 1993 TO 1997

BRIEFLY DESCRIBE YOUR OPINION AS TO THE FUNCTION OF THE AIRPORT ADVISORY COMMITTEE To advise the county commission on matters pertaining to the airport operations and growth opportunities.

AS AN AIRPORT ADVISORY COMMITTEE MEMBER, YOU WOULD BE EXPECTED TO ATTEND MONTHLY MEETINGS, PARTICIPATE IN ACTIVITIES INVOLVING FAA, FDOT, COUNTY GOVERNMENT AND PRIVATE ENTERPRISES, AND THE AIRPORT MANAGER. BRIEFLY STATE HOW YOUR CONTRIBUTIONS WOULD ASSIST IN MAKING DECISIONS AND PROMOTE THE AIRPORT WITH THESE VARIOUS ENTITIES My travel schedule may prevent me from attending every single meeting. Also I do maintain the AWOS at the airport.. Besides that, most everyone knows my background with aviation and GA airports and mostly and specifically Perry Foley. If the board feels like my known background and knowledge will be an asset to Perry Foley, then I will be glad to serve and share my knowledge with the board.

THANK YOU FOR YOUR INTEREST IN THE PERRY-FOLEY AIRPORT OEPATIONS. FOR SECURITY PURPOSES, YOU MAY BE ASKED TO PROVIDE ADDITIONAL INFORMATION SUCH AS REFERENCES AND RESIDENCE VARIFICATION AS PART OF THE INTERVIEW PROCESS. APPLICATIONS WILL BE KEPT ON FILE FOR AN INDEFINITE PERIOD.

Please note: Due to State laws regulating public information, this form and other communications, including electronic, may be disclosed as a public media data source upon valid request.



Perry – Foley Airport
511 Industrial Park Drive
Perry, FL 32348

AIRPORT ADVISORY COMMITTEE APPLICATION

Thank you for applying to fill an Airport Advisory Committee vacancy. Please complete the following questionnaire and return it to the Perry – Foley Airport Manager on or prior to the advertised close date.

NAME: GENE CARTER DATE: MARCH 17, 2014

ADDRESS 1491 HOUCK ROAD PERRY, FL 32348

TELEPHONE: (850) 223-1315 ALTERNATE TELEPHONE: (703) 946-9383

FAX: N/A EMAIL: GeneC17@aol.com

PLACE OF EMPLOYMENT: TED CARTER CONSULTING HOW LONG? 3.5 yrs

POSITION: PRESIDENT HOW LONG? 3.5 yrs

ARE YOU A RESIDENT OF TAYLOR COUNTY? YES DO YOU HAVE A CURRENT PILOT LICENSE? NO

DESCRIBE YOUR EXPERIENCE ASSOCIATED WITH AVIATION, AIRPORT OPERATIONS, OR OTHER ACTIVITIES THAT MAY LEAD TO PROMOTING PERRY-FOLEY AIRPORT'S PUBLIC SERVICE NOW AND IN THE FUTURE.

COMMAND PILOT - US AIR FORCE; TRAINED IN AIRFIELD OPERATIONS TO INCLUDE PROGRAMS, PROCESSES, CRITICAL FUNCTIONS, AND CAPABILITIES TO SUPPORT AIRCRAFT, FACILITIES, AND AIRFIELD ENVIRONMENT. FAMILIAR WITH BUDGET REQUIREMENTS AND EFFORTS TO CUT COSTS.

HAVE YOU EVER SERVED ON THE PERRY-FOLEY AIRPORT ADVISORY COMMITTEE? NO, IF YES, FROM _____ TO _____

BRIEFLY DESCRIBE YOUR OPINION AS TO THE FUNCTION OF THE AIRPORT ADVISORY COMMITTEE
TO SUPPORT THE COUNTY COMMISSIONERS BY ADVISING AND MAKING RECOMMENDATIONS ON MATTERS RELATING TO RULES AND REGULATIONS OF AIRPORT OPERATIONS, AND PLANNING AND DEVELOPMENT OF THE AIRPORT.

AS AN AIRPORT ADVISORY COMMITTEE MEMBER, YOU WOULD BE EXPECTED TO ATTEND MONTHLY MEETINGS, PARTICIPATE IN ACTIVITIES INVOLVING FAA, FDOT, COUNTY GOVERNMENT AND PRIVATE ENTERPRISES, AND THE AIRPORT MANAGER. BRIEFLY STATE HOW YOUR CONTRIBUTIONS WOULD ASSIST IN MAKING DECISIONS AND PROMOTE THE AIRPORT WITH THESE ENTITIES OR GROUPS.

MY CONTRIBUTIONS WOULD INCLUDE MY AVIATION EXPERIENCE AND BUSINESS KNOWLEDGE, AND I WOULD ASSIST WITH EXCHANGING, DISCUSSING, REVIEWING, AND GATHERING INFORMATION ON AIRPORT-RELATED ISSUES.

THANK YOU FOR YOUR INTEREST IN THE PERRY-FOLEY AIRPORT OPERATIONS. FOR SECURITY PURPOSES YOU MAY BE ASKED TO PROVIDE ADDITIONAL INFORMATION SUCH AS REFERENCES AND RESIDENCE VERIFICATION AS PART OF THE INTERVIEW PROCESS. APPLICATIONS WILL BE KEPT ON FILE FOR AN INDEFINITE PERIOD.

Please note: Due to State laws regarding public information, this form and other communications, including electronic, may be disclosed as a public media data source upon valid request.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Florida Boating Improvement Program Grant Agreement in the amount of \$178,411 for the demolition and removal of the existing boat launch and construction of a new boat ramp and associated docking and gangway at Williams Fish Camp Landing (Mandalay).

MEETING DATE REQUESTED:

April 7, 2014

Statement of Issue: Board to approve the Florida Boating Improvement Program (FBIP) Grant Agreement in the amount of \$178,411 for the construction of a new boat ramp at Williams Fish Camp Landing (Mandalay)

Recommended Action: Approve FBIP Grant Agreement

Budgeted Expense: The County has been awarded a grant in the amount of \$178,411. The County approved an "in kind" match of \$15,000 and a cash match of \$44,471 April 1, 2013. The project has a total cost of \$237,882.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has been awarded a grant in the amount of \$178,411 for the demolition and removal of the existing boat ramp and construction of a new boat ramp which includes docking and associated gangways at Williams Fish Camp Landing (Mandalay). The project includes the construction of a concrete handicap accessible parking space, a concrete sidewalk from the handicap parking space to the boarding dock ramp, and educational signage on boater safety. Per the terms of the Agreement the project must be completed by June 30, 2015.

Attachments: Florida Boating Improvement Program Grant Agreement.

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

AGREEMENT NO. 13268

CFDA Title(s): N/A	CFDA No(s): N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	Federal Award Year(s): N/A
Federal Award Name(s): N/A	
CSFA Title(s): Florida Boating Improvement Program	CSFA No(s): 77.006
State Award No(s): 13268	State Award Year(s): 2013-14
State Award Name(s): Williams Fish Camp Landing, Taylor County	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and Taylor County Board of County Commissioners, FEID # 59-6000879, whose address is 201 E. Green Street, Perry, Florida 32347, hereinafter "Grantee."

WHEREAS, the Commission and Grantee have partnered together to improve the boating access facility at Williams Fish Camp Landing; and,

WHEREAS, Grantee has been awarded Florida Boating Improvement Program grant 13268 ; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

- 1. PROJECT DESCRIPTION.** The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.
- 2. PERFORMANCE.** The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the

Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event Grantee's ability to perform under this Agreement becomes compromised.

3. **AGREEMENT PERIOD.**

A. Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through **06/30/2035**. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of **07/01/2013**. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. **COMPENSATION AND PAYMENTS.**

- A. Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$178,411.
- B. Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).
- C. Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices may be submitted electronically. If

submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

- D. Match.** Pursuant to grant program guidelines, the Grantee is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, or the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. Vendor Ombudsman. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. CERTIFICATIONS AND ASSURANCES. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes: Debarment and Suspension Certification; Certification Against Lobbying; Certification Regarding Public Entity Crimes; and Certification Regarding the Scrutinized Companies List (applicable to agreements in excess of \$1 million); Attachment B, incorporated and made part of this Agreement.

6. RETURN OR RECOUPMENT OF FUNDS.

A. Overpayment to Grantee. Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."

B. Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance. If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

7. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN. The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

The Grantee acknowledges that Property being improved is titled to the State of Florida, belongs to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder

8. MONITORING. The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission

staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

9. TERMINATION.

- A. **Commission Unilateral Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
- C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- D. **Funds Availability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing “lack of funds.” In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.
- E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

10. REMEDIES.

- A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable may be deducted from the Grantee’s payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, such as liquidated damages, identified in the Scope of Work.

B. Cumulative Remedies. The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

11. NOTICES AND CORRESPONDENCE. Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:

Grant Manager
Katrina Thompson
Grants Specialist
Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600
Telephone: (850) 617-9593
Fax: (850) 488-9284
fbip@myfwc.com

FOR THE GRANTEE:

Grant Manager
Melody Cox
Grants Director
Taylor County Board of County Commissioners
201 E. Green Street
Perry, Florida 32347
Telephone: (850) 838-3553
Fax: (850) 838-3563
melody.cox@taylorcountygov.com

12. AMENDMENT.

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

13. INTELLECTUAL PROPERTY RIGHTS.

- A. Grantee's Preexisting Intellectual Property Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual property rights to the Grantee's preexisting property will remain with the Grantee. The Grantee shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Grantee.
- B. Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable state statute and/or federal program requirements.

- C. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

14. RELATIONSHIP OF THE PARTIES.

- A. **Independent Grantee.** The Grantee shall perform as an independent Grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.
- E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

15. SUBCONTRACTS.

- A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses

incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Grantee, at its expense, will defend the Grantor against such claims. The following provisions apply, in addition to any terms and conditions included in Attachment A, Scope of Work.

- B. Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, the Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Grantee in accordance with Section 287.0585, F.S., unless otherwise stated in the agreement between the Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Grantee and paid to the subcontractor in the amount of one-half of one (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 fifteen (15) percent of the outstanding balance due.
- C. Commission Right to Reject Subcontractor Employees.** The Commission shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** The Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

16. MANDATORY DISCLOSURE.

- A. Disclosure of Interested State Employees.** This Agreement is subject to Chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Grantee or its affiliates.
- B. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission's Agreement Manager, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

17. INSURANCE.

- A. Reasonably Associated Insurance.** During the term of the Agreement, the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance

coverage is a material obligation of the Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

- B. Workers Compensation.** To the extent required by Chapter 440, F.S., the Grantee will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Grantee, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.
- C. General Liability Insurance.** By execution of this Agreement, unless the Grantee is a state agency or subdivision as defined by Section 768.28(2), F.S., or unless otherwise provided for in the Scope of Work, the Grantee shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.
- D. Insurance Required for Performance.** During the Agreement term, the Grantee shall maintain any other types and forms of insurance required for the performance of this Agreement as required in Attachment A, Scope of Work.
- E. Written Verification of Insurance.** Upon execution of this Agreement, the Grantee shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the Grantee shall furnish the Commission's Grant Manager proof of applicable insurance coverage by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Commission's Grant Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.
- F. Commission Not Responsible for Insurance Deductible.** The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

18. PUBLIC ENTITY CRIMES.

- A. Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a

contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

- B. Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- C. Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes the Certification Regarding Public Entity Crimes.

19. VENDORS ON SCRUTINIZED COMPANIES LIST.

- A. Scrutinized Companies.** If this Agreement is in the amount of one (1) million dollars or more, in executing this Agreement, the Grantee 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, F.S., and is not engaged in business operations in Cuba or Syria.
- B. False Certification – Termination.** Pursuant to Subsection 287.135(3)(b), F.S., the Commission may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification or if, during the term of the Agreement, the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business operations in Cuba or Syria.
- C. False Certification – Termination Notice.** If the Commission determines that the Grantee has submitted a false certification, the Commission will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that the Commission's determination of false certification was made in error, the Commission shall bring a civil action against the Grantee. If the Commission's determination is upheld, a civil penalty equal to the greater of two million dollars (\$2 million) or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any agreement with an agency or local governmental entity for three (3) years after the date of the Commission's determination of false certification by the Grantee.
- D. Cessation of Federal Authority.** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this provision shall be null and void to the extent no longer authorized.

- 20. SPONSORSHIP.** As required by Section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife

Conservation Commission” shall appear in the same size letters or type as the name of the Grantee’s organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

21. PUBLIC RECORDS.

- A.** This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- B.** Pursuant to Section 119.0701, F.S., the Grantee shall comply with the following:
 - i.** Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
 - ii.** Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
 - iii.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - iv.** Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Grantee upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Commission.

- 22. SECURITY AND CONFIDENTIALITY.** The Grantee shall maintain the security of any information created under this Agreement that is identified or defined as “confidential” in Attachment A, Scope of Work. The Grantee shall not divulge to third Parties any confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

23. RECORD KEEPING REQUIREMENTS.

- A. Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B. State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee’s books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- C. Grantee Records Retention.** Unless otherwise specified in Attachment A, Scope of Work, these records shall be maintained for five (5) years following the close of this Agreement. The Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission’s request.

- D. Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

24. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS. Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Circular A-133, the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment C, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

25. NON-EXPENDABLE PROPERTY.

- A. Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and uncirculated hardback-covered bound books, with a value or cost of \$250 or more).
- B. Title to Non-expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

26. FEDERAL FUNDS. No Federal Funds are applied to this Contract, therefore, the following terms and conditions do not apply.

- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** The Grantee shall be responsible for complying with all federal grant requirements as provided in its grant, a copy of which is attached hereto and made a part hereof as Attachment D. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. Compliance with Federal Laws, Rules and Regulations.** As applicable, the Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

- Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction agreements awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other agreements which involve the employment of mechanics or laborers)
- All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

C. Compliance with Office of Management and Budget Circulars. As applicable, Grantee shall comply with the following Office of Management and Budget Circulars:

- A-21 (2 CFR 220), Cost principles for Educational Institutions
- A-87 (2 CFR 225), Cost Principles for State, Local, and Indian Tribal Governments
- A-122 (2 CFR 230), Cost Principles for Non-Profit Organizations
- A-133, Audit of States, Local Governments, and Non-Profit Organizations
- A-102, Grants and Cooperative Agreements with State and Local Governments
- A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals, and Other Non-Profit Organizations

D. Certifications and Assurances – Drug-Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94, the Grantee will provide a drug-free workplace. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Drug-Free Workplace Requirement Certification.

E. Trafficking Victims Protection Act of 2000. This federal award is subject to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g), 2 CFR 175.15). As such, the awarding federal agency may unilaterally terminate this award without penalty for violations of this Act. If the Grantee is a private entity, the following provision applies to the federal award:

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procure a commercial sex act during the period of time that the award is in effect; or
- c. Use forced labor in the performance of the award or subawards under the award.

27. DEBARMENT AND SUSPENSION.

A. Grantee Federal Certification. In accordance with Executive Order 12549, Debarment and Suspension, the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall

not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

- B. Grantee Commission Certification.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, Certifications and Assurances. This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

28. PROHIBITION AGAINST LOBBYING.

- A. Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Agreement, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
- B. Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.
- C. Prohibition against Using Agreement Funds for the Purpose of Lobbying.** In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Upon request of the Commission's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility.
- D. Grantee's Completion of Certifications and Assurances.** Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission a completed copy of Attachment B, "Certifications and Assurances." This includes the Certification Regarding Lobbying.

29. AGREEMENT-RELATED PROCUREMENT.

- A. PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, under this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the

provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, under this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this agreement, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. Procurement of Recycled Products or Materials.** The Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with Section 403.7065, F.S.

30. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

This agreement is for the purchase or improvement of real property, therefore the following terms and conditions apply.

The Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work.

31. PROFESSIONAL SERVICES.

- A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or

other consideration contingent upon or resulting from the award or making of this contract.

B. Termination for Breach. For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

32. INDEMNIFICATION. If the Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Grantee is not a state agency or subdivision as defined above, the Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, or subcontractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

33. NON-DISCRIMINATION.

A. Non-Discrimination in Performance. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

B. Discriminatory Vendor List. In accordance with Section 287.134, F.S., 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. The Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

34. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

35. NO THIRD PARTY RIGHTS. The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a Party to this Agreement.

36. JURY TRIAL WAIVER. As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

- 37. PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.
- 38. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**
- A. Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Grantee during the contract term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
 - B. E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - C. Enrollment in E-Verify.** If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
 - D. E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
 - E. Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.
- 39. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after

the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

40. **TIME IS OF THE ESSENCE.** Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for the Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A, Scope of Work.
41. **ENTIRE AGREEMENT.** This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

**TAYLOR COUNTY BOARD OF COUNTY
COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

SIGNATURE

Name: _____

Title: _____

Date: _____

SIGNATURE

Name: _____

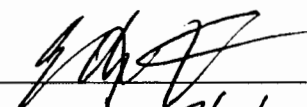
Title: _____

Date: _____

Approved as to form and legality by FWC Attorney:

Name: _____

Date: _____


3/16/14

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Certifications and Assurances
Attachment	C	Requirements of the Federal and Florida Single Audit Acts
Attachment	D	Sample Site Dedication Form
Attachment	E	Comptroller Contract Payment Requirements
Attachment	F	Sample Invoice Form
Attachment	G	Project Progress Report Form
Attachment	H	Certification of Completion Form

Attachment A – SCOPE OF WORK

Project Name:	Williams Fish Camp Landing, Taylor County	FWC Contract No.	13268
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1. INTRODUCTION

- A. Background:** Williams Fish Camp Landing, located on the Aucilla River is one of the most heavily used boat facilities in Taylor County. The boating facility is part of St. Mark's National Wildlife Refuge which is owned by the U.S. Fish and Wildlife Service. Taylor County and the U.S. Fish and Wildlife Service have a long term cooperative agreement which allows Taylor County to maintain and manage the boating facility. Williams Fish Camp is located near the mouth of the river and is used as an access point into Apalachee Bay, Gulf of Mexico and six additional rivers.
- B. Purpose:** The purpose of this project is to replace the boat ramp at Williams Fish Camp Landing with a new boat ramp and to install a new boarding dock and gangway, handicap accessible parking, and educational signage.
- C. Project Benefits:** Improvements to Williams Fish Camp Landing will have a positive economic impact by increased tourism and economic opportunities for the region. The improvements will alleviate crowding and congestions at other ramps in the area and make for a much better boating experience.

2. PROJECT DESCRIPTION

- A. Term of Agreement:** The term of the Agreement includes two phases: Phase I, Project Construction, and Phase II, Project Site Management. During Phase I, Taylor County Board of County Commissioners (Grantee) shall complete the tasks and provide the deliverables described in this Scope of Work. **All Phase I activities must be completed by June 30, 2015.** During Phase II, which includes the remaining term of the Agreement, the Grantee shall maintain the project site as a recreational boating access facility open to the public on a first-come, first-served basis.
- B. Deliverable(s):** The Grantee shall provide a new two-lane concrete boat ramp with a new boarding dock ramp and gangway, handicap accessible parking area and boater safety/educational signage.
- C. Tasks:** The Grantee shall provide all labor, equipment and materials to complete the following tasks:
1. Demolish and remove existing boat ramp
 2. Construct a new, 30 feet wide by 70 feet long concrete boat ramp
 3. Remove debris from around dock
 4. Construct a new fixed-wooden, wheelchair accessible ramp for boarding dock
 5. Reposition existing floating dock
 6. Install a new aluminum gangway to floating dock
 7. Construct one concrete handicap parking space
 8. Construct sidewalk from handicap parking to boarding dock ramp
 9. Install signs that provide information on safe boating

3. PERFORMANCE

- A. Commencement of Work:** The Grantee shall commence work on Phase I of the Project within 90 days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a

Attachment A – SCOPE OF WORK

Project Name:	Williams Fish Camp Landing, Taylor County	FWC Contract No.	13268
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breach of the Agreement and may result in termination of the Agreement by the Commission.

- B. Criteria for Evaluating Successful Completion:** The Grantee shall complete the project as described in this Scope of Work and Florida Boating Improvement Program Application 13-019, incorporated herein by reference, according to the approved bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.
- C. Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's Grant Manager for review prior to soliciting for quotations or commencing any work. The Commission's Grant Manager shall have 30 working days for review. This review shall ensure that minimum guidelines for the Project's scope of work are adhered to. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's Grant Manager
- D. Acknowledgement:** Upon completion of Phase I, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved by the Commission's Grant Manager. Such acknowledgement shall be maintained for the duration of the Agreement. Failure by the Grantee to maintain such acknowledgement shall be considered a breach of the Agreement. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site.
- E. Directional Signs:** The Grantee, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which phase(s) the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the duration of the Agreement. Failure by the Grantee to erect and maintain such signs shall be considered a breach of the Agreement. This requirement can be waived by the Commission's Grant Manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs.
- F. Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws.
- G. Site Dedication:** The Grantee agrees to dedicate the Project site as a boat access facility for the use and benefit of the public for the duration of the Agreement. Such dedication must occur before any grant funds are reimbursed. A Site Dedication Form is included as Attachment D as an example for form and content. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a boat access facility for the duration of the Agreement. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

Should the Grantee convert all or any part of the Project to other than Commission approved uses within the term of the Agreement, the Grantee shall replace the area, facilities, resource or site at

Attachment A – SCOPE OF WORK

Project Name:	Williams Fish Camp Landing, Taylor County	FWC Contract No.	13268
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its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes during this period and not replaced with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered for the original Project.

Site dedication survives any contract termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

- H. Phase II, Project Site Management:** During Phase II, the Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in Phase I of this Agreement.

4. FINANCIAL CONSEQUENCES

The Commission may restrict any or all payment of Program funds for failure to complete the Project as described herein within the timeframe allowed for Phase I, or for failure to correct any Project deficiencies, as noted in the final Project inspection.

During Phase II of the Project, the Grantee shall repay any Program funds received for Phase I for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the Agreement.

5. COMPENSATION AND PAYMENT

- A. Compensation:** For satisfactory completion of the tasks described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$178,411. The Grantee shall be reimbursed only for budgeted expenses incurred during the term of Phase I of the Agreement that are directly related to the project. There is no monetary compensation during Phase II.
- B. Cost Share:** The Grantee agrees to provide 25% of the total cost for Phase I of the project as indicated in FBIP Grant Application No. 13-019. The total compensation by the Commission shall be \$178,411 or 75% of the total cost for Phase I, whichever is less.
- C. Travel Expenses:** No travel expenses are authorized under the terms of this agreement.
- D. Invoice Schedule:** The Grantee will submit one request for reimbursement within 30 days after completion of Phase I of the Project, as described herein, and acceptance of deliverables in writing by the Commission's Grant Manager. The Commission shall have 45 working days to inspect and approve goods and services.
- E. Forms and Documentation:** The Grantee shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Chapter 4., C., I., attached hereto and made a part hereof as Attachment E.

Attachment A – SCOPE OF WORK

Project Name:	Williams Fish Camp Landing, Taylor County	FWC Contract No.	13268
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The request for reimbursement shall include an invoice in a format similar to Attachment F, Sample Invoice Form, which shall include the FWC Contract Number, the Grantee's Federal Employer Identification (FEID) Number, and indicate the dates of service. The invoice shall be accompanied by a Certification of Completion, photographs to document project completion, an itemized list of all project expenditures, and copies of invoices and cancelled checks or check numbers to document payment for all project expenditures.

6. MONITORING

A. Compliance Monitoring and Corrective Actions: The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

B. Site Inspections: The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's Grant Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's Grant Manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility.

C. Project Progress Reports: The Grantee shall submit to the Commission, on a quarterly basis, project progress reports outlining the progress of the Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Project Progress Report Form attached hereto and made a part hereof as Attachment G. Reports are due to the Commission's Grant Manager by the 15th of the month immediately following the reporting period until the Certification of Completion is submitted.

7. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 13 of the Agreement.

8. SUBCONTRACTS

No additional requirements. Refer to Section 15 of the Agreement.

9. INSURANCE

No additional requirements. Refer to Section 17 of the Agreement.

Attachment A – SCOPE OF WORK

Project Name:	Williams Fish Camp Landing, Taylor County	FWC Contract No.	13268
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SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 22 of the Agreement.

10. RECORD KEEPING REQUIREMENTS

No additional requirements. Refer to Section 23 of the Agreement.

11. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

12. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section G, Site Dedication, above in Section 3, Performance.

13. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

- A. Certificate of Completion:** Upon completion of Phase I, the Grant Manager for the Grantee shall sign a Certification of Completion form, Attachment H, attached hereto and made a part hereof, that certifies the Project was completed in accordance with the Scope of Work and the Agreement.

CERTIFICATIONS AND ASSURANCES

The Commission will not enter this Agreement unless Grantee completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Grantee provides the following certifications and assurances:

- A. Debarment and Suspension Certification (2 CFR Part 1400)**
- B. Certification Regarding Lobbying (31 U.S.C. 1352)**
- C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)**
- D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)**
- E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Grantee certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Agreement.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Grantee certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Grantee understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (If Grantee is a Recipient of Subrecipient of Federal Financial Assistance)

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph D.1. of this certification.

4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Agreement, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Grantee is an individual, the Grantee certifies that:

1. As a condition of the grant, Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Grantee will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Grant is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Grantee hereby 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. Both lists are created pursuant to section 215.473, F.S. Grantee also hereby certifies that it is not engaged in business operations in Cuba or Syria.

Grantee understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Grantee to civil penalties, attorney's fees, and/or costs.

If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Grant.

By signing below, Grantee certifies the representations outlined in parts A through E above are true and correct.

(Signature and Title of Authorized Representative)

Grantee

Date

(Street)

(City, State, ZIP Code)

AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor may be subject to audits and/or monitoring by the Commission as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

- A. This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.
- B. In the event that the Contractor expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor 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 Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. Such audits shall cover the entire Contractor's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.

- E. If not otherwise disclosed as required by section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.
- F. If the Contractor 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. In the event that the Contractor expends less than \$500,000 in Federal awards in its fiscal year and 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 the Contractor's resources obtained from other-than Federal entities).
- G. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Contractor shall ensure that the audit complies with the requirements of section 215.97(7), F.S. This includes submission of a financial reporting package as defined by section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- C. If the Contractor 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, F.S., is not required. In the event that the Contractor expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Contractor's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at: <https://apps.fldfs.com/fsaa/singleauditact.aspx>.

PART III: REPORT SUBMISSION

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this

Attachment shall be submitted by or on behalf of the Contractor directly to each of the following at the address indicated:

1. The Commission at the following address:

**Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**

2. 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):

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

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

B. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Contractor received the audit report); copies of the reporting package described in Section .320 (d), OMB Circular A-133, as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph c.) below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Contractor directly to each of the following:

1. The Commission at the following address:

**Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600**

- 2) The Auditor General's Office at the following address:

**Auditor General's Office
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450**

- D.** Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors and sub-contractors, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor/sub-contractor in correspondence accompanying the reporting package.

- End of Attachment C -

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

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

Federal Program(s) Funds		
CFDA #	CFDA Title	Amount
	Total Federal Awards	

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

Federal Program(s) Compliance Requirements	
CFDA #	Compliance Requirements

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	CFDA Title	Amount of Matching Funds
	Total Matching Funds Associated with Federal Programs	

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	CSFA Title	Amount
77.006	Florida Boating Improvement Program	\$178,411.00
	Total State Awards	\$178,411.00

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

State Project(s) Compliance Requirements	
CSFA #	Compliance Requirements
77.006	Recipient must comply with Florida Boating Improvement Program Guidelines, March 2012

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- End of EXHIBIT 1 -

SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

Original signature

Witness

Printed Name

Printed Name

Title

Witness

Date

Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____, who is personally known to me or who
produced _____ as identification.

Stamp:

Notary Public, State of Florida

Comptroller Contract Payment Requirements
Department of Financial Services, Bureau of Accounting and Auditing
Voucher Processing Handbook (10/07/97)
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

INVOICE

Billed to:

Fish and Wildlife Conservation Commission
Florida Boating Improvement Program
620 South Meridian Street
Tallahassee, Florida 32399-1600

Invoice No. _____

Invoice Date: _____

FWC Contract #: _____

Amount of Grant Award: \$ _____

Remit payment to:

Billing Period/Dates of Service:

From: _____

To: _____

Grantee: _____

FEID #: _____

Address: _____

PROJECT COSTS:

In-kind Services – Non-cash expenses:	Amount
In-kind service: Administration	\$
In-kind service: Project Management	\$
In-kind service: Other	\$
Deliverables/Services Provided (Scope of Work) – Cash expenditures:	Amount
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Total Project Cost: \$ _____

Grantee Share (____%): – \$ _____

Amount for Reimbursement: \$ _____

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed: _____
Project Manager

Date: _____

**FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT PROGRESS REPORT**

Mail to FWC at 620 South Meridian Street, Tallahassee, FL 32399-1600 or fax to (850) 488-9284.

FWC Contract # _____ Reporting Period (Month/Year): _____
(Due 15 days after the end of each quarter)

Grantee: _____

Project Title: _____

1. Describe progress of project, including percent completed for each task in the Scope of Work:

2. Is project currently on schedule for completion by Phase I due date? YES ☐ NO ☐

Anticipated Phase I completion date: _____

(If project is not on schedule, please explain any problems encountered and/or possible delays)

3. Reporting requirements: (Check all that have been submitted to date)

- ☐ Bid package
- ☐ Bid tabulation
- ☐ Progress photographs
- ☐ Final photographs
- ☐ Draft acknowledgement

Project Manager

Date

Print Name

Phone



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Florida Boating Improvement Program

CERTIFICATION OF COMPLETION STATEMENT

I, _____
(Print Name and Title)

representing _____
(Name of Local Government)

do hereby certify that the Florida Boating Improvement Program project funded by FWC Contract No. _____ has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

(Signature) (Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: _____

By: _____ Date: _____

Name: _____

Title: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO DISCUSS MOSQUITO SEASON FOR THE
UPCOMING YEAR, AS AGENDAED BY COMMISSIONER PAM
FEAGLE.

MEETING DATE REQUESTED:

APRIL 7, 2014

Statement of Issue: THE BOARD TO DISCUSS ISSUES

Recommended Action: DISCUSSION

Fiscal Impact: TBD

Budgeted Expense: YES

Submitted By: PAM FEAGLE, COUNTY COMMISSIONER

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS


History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: 	The Board to Discuss Designating Funds from the General Fund Capital Projects Reserve for Phase I of a Dredging Study as Requested by Jack Brown, County Administrator.
MEETING DATE REQUESTED:	April 7, 2014

Statement of Issue: At the January 28, 2014, Workshop, the County Administrator discussed with the Board adding a feasibility study for Dredging to the CIP. The Board asked that the County Administrator bring the item before the Board for Approval at a future Board Meeting.

Recommended Action: Approve / Disapprove – Phase I Dredging Feasibility Study.

Fiscal Impact: To Be Determined:

Budgeted Item: No

Submitted By: Jack R. Brown, County Administrator

Contact: (850) 838-3500, Ext 7.
County.admin@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: During public hearings regarding the RESTORE Act in general it has become apparent that dredging the Keaton Beach Main Canal and the West Side of the Steinhatchee Boat Ramp Basin are two high priority Projects. Additionally the Board has discussed putting together an overall plan for dredging all local canals as well as on on-going maintenance plan. Representatives of the County's Contract Engineer Firm – Jones Edmunds will be on hand for the discussion.

Options:

Attachments:

KEATON BEACH MAIN CANAL FROM PUBLIC BOAT RAMP



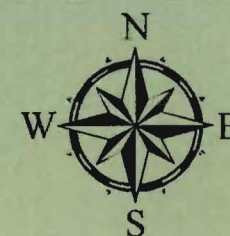
Canal Dredging Focus Areas

Proposed Quantities:

Keaton Beach : 11,837 LF
Cedar Island : 5,000 LF
Dark Island : 3,500 LF
Steinhatchee : 1.0 AC

Cost ~ \$100/LF (5,000 SF)

**STEINHATCHEE
BOAT BASIN
EAST.**



1 inch equals 150 feet

Jack Brown

From: Kenneth Dudley
Sent: Thursday, January 30, 2014 11:29 AM
To: Jack Brown
Cc: Dustin Hinkel
Subject: RE: JEA Contract

I am not a lawyer but...since it is within a continuing contract, the CCNA would not apply as it would for an open competitive solicitation. Even so, the work effort will be below the Category Two threshold of \$35,000. Apparently raised recently from \$25,000.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.—

(a)1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. [287.017](#) for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. [287.017](#) for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

287.017 Purchasing categories, threshold amounts.—The following purchasing categories are hereby created:

- (1) CATEGORY ONE: \$20,000.
- (2) CATEGORY TWO: \$35,000.
- (3) CATEGORY THREE: \$65,000.
- (4) CATEGORY FOUR: \$195,000.
- (5) CATEGORY FIVE: \$325,000

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

Kenneth Dudley, P.E.

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Jack Brown
Sent: Thursday, January 30, 2014 11:13 AM
To: Kenneth Dudley
Subject: RE: JEA Contract

So it looks like they can perform other duties not specified in the contract. Is this in line with CCNA?

CIP Projects - Fund 001 - General Fund - FD/DEPT 9001 General Fund Reserves - 59915 Reserve for Capital Projects

Remaining Projected Fund Balance - General Fund Reserve for Capital Projects/Purchase FY 2013-2014 Following FY 2013-2014 CIP	\$1,208,637.00
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