

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

AMENDED

TUESDAY, SEPTEMBER 2, 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

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

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.
5. THE BOARD TO REVIEW AND CONSIDER AN AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT FOR JULY 1, 2014 THROUGH JUNE 30, 2015, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
6. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF PROPOSED POLICY #7.09; SOCIAL MEDIA AND COLLABORATION POLICY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

7. THE BOARD TO REVIEW AND APPROVE PROPOSED CHANGE ORDER NO 2 WITH CAUSSEAU, HEWETT & WALPOLE FOR THE RED PADGETT ROAD WIDENING AND RESURFACING PROJECT CEI SERVICES, AS AGENDAED BY THE COUNTY ENGINEER.

PUBLIC REQUESTS:

8. CITIZEN MIKE MURPHY TO ADDRESS THE BOARD REGARDING PINE TREE ROAD.
9. THE BOARD TO ADOPT A RESOLUTION CONCERNING QUITCLAIM DEEDS BETWEEN THE INTERNAL IMPROVEMENT TRUST FUND AND PROPERTY OWNERS IN THE EZELL AND DEKLE BEACH AREA AS BROUGHT FORTH AND DISCUSSED IN THE BOARD'S WORKSHOP ON AUGUST 26, 2014, BY DOYLE PADGETT, AS AGENDAED BY THE COUNTY ADMINISTRATOR FOR DOYLE PADGETT.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

10. THE BOARD TO REVIEW AND CONSIDER A REQUEST FROM THE TAYLOR COUNTY SHERIFF FOR AN EXPENDITURE VIA TRANSFER OF FUNDS FROM THE SPECIAL LAW ENFORCEMENT TRUST FUND, AS AGENDAED BY SHERIFF L.E. "BUMMY" WILLIAMS.
11. THE BOARD TO HEAR AND CONSIDER A REQUEST FROM SCOTT FREDERICK OF THE TAYLOR COUNTY DEVELOPMENT AUTHORITY FOR A CONTINUATION OF MARKETING FUNDS IN THE AMOUNT OF \$50,000 FOR MARKETING EXPENDITURES ON BEHALF OF THE TAYLOR COUNTY DEVELOPMENT AUTHORITY, AS AGENDAED BY SCOTT FREDERICK.
- 11A. THE BOARD TO HEAR A PRESENTATION ABOUT LOCAL AGENCY PROGRAM CERTIFIED FLORIDA DEPARTMENT OF TRANSPORTATION PROJECTS AND DISCUSS OPTIONS, AS AGENDAED BY THE COUNTY ENGINEER.
- 11B. THE BOARD TO REVIEW AND ACKNOWLEDGE THE TAYLOR COUNTY SCHOOL BOARD'S BALLOT REFERENDUM TO BE PLACED ON THE NOVEMBER 4, 2014 BALLOT PROPOSING AN EXTENSION TO THE 0.25 MILLS OF AD VALOREM MILLAGE DEDICATED FOR SCHOOL OPERATIONAL NEEDS TO FUND TEACHERS, AS WELL AS TECHNOLOGY AND ACADEMIC PROGRAMS FOR THE FISCAL YEARS BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2019, AS AGENDAED BY THE COUNTY ATTORNEY.

COUNTY STAFF ITEMS:

12. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S SMALL COUNTY ROAD ASSISTANCE PROGRAM REIMBURSEMENT AGREEMENT FOR THE RECONSTRUCTION OF FOLEY CUT-OFF ROAD (CR 356C) AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS, AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ADMINISTRATOR ITEMS:

13. THE BOARD TO DISCUSS A QUITCLAIM DEED BETWEEN THE UNITED STATES MARSHAL'S OFFICE AND THE TAYLOR COUNTY SHERIFF FOR REAL ESTATE PURCHASED BY THE SHERIFF WITH FUNDS FROM THE SPECIAL LAW ENFORCEMENT TRUST FUND, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
14. 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 MARGARET DUNN, 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:



THE BOARD TO REVIEW AND CONSIDER AN AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT FOR JULY 1, 2014 THROUGH JUNE 30, 2015, AS AGENDAED BY THE COUNTY ADMINISTRATOR

MEETING DATE REQUESTED:

SEPTEMBER 2, 2014

Statement of Issue: THE BOARD ADOPTED RESOLUTION 2014-06 AUTHORIZING THE EXECUTION OF A TRAFFIC SIGNAL AND FLASHING BEACON MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION. THIS AMENDMENT APPLIES TO THAT AGREEMENT ADOPTED ON JUNE 9, 2014.

Recommended Action: APPROVE THE AMENDMENT

Fiscal Impact:

Budgeted Expense:

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: DUSTIN.HINKEL@TAYLORCOUNTYGOV.COM

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE ORIGINAL AGREEMENT WAS ADOPTED ON JUNE 9, 2014, BY THE BOARD OF COUNTY COMMISSIONERS. THIS AMENDMENT REMOVES ANY REFERENCE TO "MAST ARM."

Options: NOT APPROVE THE AMENDMENT

Attachments: THE ORIGINAL AGREEMENT ADOPTED JUNE 9, 2014.

CONTRACT NO. ARH01
FINANCIAL PROJECT NO. 41352818803
F.E.I.D. NO. F596000879004

Purpose:

Amend the Phase 1A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT previously entered into by both parties. Amendment #1 deletes the language contained in Paragraph 6 of the Phase 1A Agreement for the period beginning with the Department's fiscal year 2014-2015. The Phase 1A Agreement included language on the preventative and periodic maintenance of mast arms. Paragraph 5 of the new Agreement provides language on the basic maintenance required for effective functioning of the traffic signals on the State Highway System. Excepting the changes shown below, all other provisions of Phase 1A remain.

The wording "traffic signal structures (including signal mast arm structure or strain pole)" was struck from Paragraph 1.

Paragraph 5 shall be removed and replaced in its entirety by the text provided below:

5. The Maintaining Agency shall be responsible for basic maintenance functions such as the tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact.

Paragraph 6 shall be removed in its entirety without any replacement text.

The remaining paragraphs are renumbered sequentially.

The renumbered Paragraph 18 shall be removed in its entirety and replaced with the text provided below:

18. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report on April 1 of each year detailing the following:

a. Detection device malfunctions. Repairs shall be made within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. If the detection device malfunctions are not repaired or restored within sixty (60) days of discovery, there shall be a 10% deduction of the annual compensation amount for the affected signal locations.

b. Preventative maintenance inspections. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% deduction of the annual compensation amount for the affected signal locations.

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

TAYLOR COUNTY _____, Florida
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: MALCOLM V PAGE

Legal Review
Print/Type Name: Jerry Ausher, P.E.

Title: CHAIR, BOARD OF COUNTY COMMISSIONERS

Title: District Traffic Operations Engineer

Attest: _____

Attest: _____

(Seal if Applicable)

Reviewed:

Attorney
CONRAD BISHOP

Date

RESOLUTION 2014-06- N/A

RESOLUTION AUTHORIZING THE EXECUTION OF A TRAFFIC SIGNAL AND FLASHING
BEACON MAINTENANCE AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION AND TAYLOR COUNTY.

Upon a motion of Commissioner Perone and second by Commissioner Moody,
the following resolution was adopted:

WHEREAS, Taylor County Board of County Commissioners deems it in the public interest to provide for the
maintenance and operation of certain traffic signals and flashing beacons along the State Highway System within Taylor
County, and to enter into the attached agreement with the State of Florida, Department of Transportation.

NOW THEREFORE BE IT RESOLVED THAT THE TAYLOR COUNTY BOARD OF COUNTY
COMMISSIONERS:

1. Concurs in the provisions of that certain agreement pertaining to the design, installation,
maintenance and operation of traffic signals, flashing beacons, or signal systems along the State Highway System as
identified in the approved "request order" as provided under the agreement.
2. Authorizes the Chairperson of the Board to legally acknowledge and approve for this Maintaining
Agency lists of signalized intersections and equipment which are contained in any "request orders" from the Department
of Transportation as provide for under the agreement.
3. Authorizes the said agreement to be executed by a legally designated officer of the Maintaining
Agency.

DULY ADOPTED in regular session this 9th day of June, 2014.

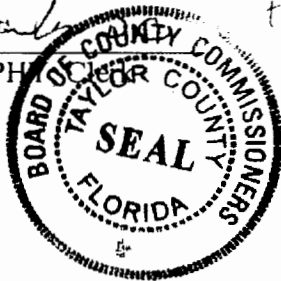
BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Malcolm Page, Chairman

Ram Feagle

ATTEST: Gary Knapp

ANNIE MAE MURPHY



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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CONTRACT NO. ARH01
FINANCIAL PROJECT NO. 41352818803
F.E.I.D. NO. F596000879004

THIS AGREEMENT, made and entered into this 24th day of June, 2014, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and TAYLOR COUNTY Florida, herein called the "Maintaining Agency".

WITNESSED:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.
2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3rd party. If the Maintaining Agency is unable to recover the costs from a 3rd party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.
6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is

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determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work unless under an emergency situation. Any and all work performed by the Maintaining Agency shall conform to the current Department Standard Specifications for Road and Bridge Construction.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance.

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures with recoverable costs	May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable
	Replacement at end of life cycle of the structure

7. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

8. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

9. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all Traffic Signals and Devices on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New Traffic Signals and Devices added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department Traffic Signals and Devices added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's Traffic Signals and Devices in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

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11 Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

12 If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

14 An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

15 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

17 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

18 The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

19 The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:

- a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.
- b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

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20. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

21. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

22. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

24. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

25. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

26. This Agreement contains all the terms and conditions agreed upon by the parties.

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

TAYLOR COUNTY, Florida
(Maintaining Agency)

By: _____

(Authorized Signature)

Print/Type Name: Dustin Hinkel

Title: County Administrator

Attest: Gary Hunter

(Seal if Applicable)

Reviewed: _____

Attorney

Date

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

By: _____

(Authorized Signature)

Print/Type Name: Jerry Arsher

Title: District Traffic Ops Eng.

Attest: Amanda Farnell

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A						
TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 14/15						
Effective Date: 07/01/2014 To: 06/30/2015						
Maintaining Agency: TAYLOR COUNTY						
Intersection Locations	Agency Responsible for Periodic Maintenance (FDOT or Maintaining Agency)	Compensation (Yes or No)	Device Type	FDOT FY Unit Rate (refer to Exhibit B)	% of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate X Percent)
SR55, (US19) at SR51		Yes	ICB	\$738.00	100.00%	\$738.00
SR55, (US19/98/27A) at C-361		Yes	ICB	\$738.00	50.00%	\$369.00
SR55/30, (US19/27/98) at CR30		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR20/30, (US 19/27) at CR 359A WRIGHT/SLAUGHTER		Yes	ICB	\$738.00	50.00%	\$369.00
SR55, (US 221) at CR359A WRIGHT ROAD		Yes	ICB	\$738.00	66.67%	\$492.00
SR55, (US221) at CR14		Yes	ICB	\$738.00	50.00%	\$369.00
				Total Lump Sum	\$3,812.50	

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of \$3,812.50.

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750-010-22
 TRAFFIC
 OPERATIONS
 4/14
 Page 6 of 6

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be $\$675 \times (2/3) = \450

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays the intersection amount for FY 14-15 will be $\{(\$295 \times 1) + (\$148 \times 2)\} = \$591$

Unit Rates per 100% State Intersections

	Traffic Signals (TS)	Intersection Control Beacon (ICB) (0.25*TS)	Pedestrian Flashing Beacon (PFB) (0.10*TS)	Emergency Fire/Dept. Signal (FDS) (0.25*TS)	Speed Activated Warning Displays (SAWD) (0.05*TS)	Traffic Warning Beacon (TWB) (0.05*TS)
FY						
11-12	\$2,701	\$675				
12-13	\$2,782	\$696				
13-14	\$2,866	\$716				
14-15	\$2,951	\$738	\$295	\$738	\$148	\$148
15-16	\$3,040	\$760	\$304	\$760	\$152	\$152
16-17	\$3,131	\$783	\$313	\$783	\$157	\$157

The Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department

TO: TO262FA@dot.state.fl.us 10392646
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARH01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ARH01 Contract Type: AK Method of Procurement: G
Vendor Name: TAYLOR COUNTY
Vendor ID: VF596000879004
Beginning date of this Agmt: 07/01/14
Ending date of this Agmt: 06/30/55
Contract Total/Budgetary Ceiling: ct = \$3,812.50

Description:

Traffic Signal Maintenance and Compensation Agreement

ORG-CODE	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*FCT	*CFDA
(FISCAL YEAR)		*BUDGET ENTITY			*CATEGORY/CAT YEAR	
AMENDMENT ID	*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS			

Action: Funds have been: REVIEWED*

55 024060262	*TO	*131567	*	3812.50	*41352818803	*342	*
2015		55150200			088866	15	
A001		*00	*			/04	

*Funds Approval and encumbrance processing is contingent upon Annual
Legislative appropriation.

TOTAL AMOUNT: *\$ 3,812.50 *

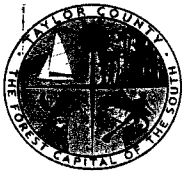
FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 06/10/2014

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF
PROPOSED POLICY # 7.09: SOCIAL MEDIA AND
COLLABORATION POLICY, AS AGENDAED BY THE
COUNTY ADMINISTRATOR


MEETING DATE REQUESTED:

SEPTEMBER 2, 2014

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF A POLICY

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD WAS BRIEFED ON THE PROPOSED POLICY AT THE AUGUST WORKSHOP. THIS POLICY PUTS IN PLACE AND GOVERNS ACTIONS FOR A SOCIAL MEDIA PRESENCE FOR COUNTY DEPARTMENTS.

Options: APPROVE/RECOMMEND EDITS

Attachments: POLICY #7.09



Taylor County

Board of County Commissioners'

Policy Manual

Policy #:	Title:	Effective Date:
7.09	Social Media and Collaboration Policy	00/00/00

PURPOSE

As more and more citizens in our community make the shift towards, or include the use of, social media technologies to receive and share information and communicate their opinions, it is imperative that the Taylor County Board of County Commissioners (TCBCC) includes these technologies as part of its efforts to enhance customer service, outreach, and increase citizen involvement.

It is the policy of the TCBCC that a standard for interaction with Social Media tools and their associated technology is hereby established. This policy, and its provisions, apply to and serve as a guide to all County employees, departments and contracted entities that distribute information to the County while engaging in any Social Media activities implied or directed.

REFERENCE

Florida Statutes Chapter 119

POLICY

It is the policy of the TCBCC to have adopted a methodology to guide all interaction with Social Media technology and its accompanying disciplines that provides a standard approach to the collaboration and sharing of information on and in various public domains to provide consistent communication across all media.

DEFINITIONS

Social Media are various forms of user-created content tools such as social networks, blogs, video sharing, pod casts, wikis, message boards and online forums. Technologies include, but are not limited to: picture and video sharing, wall postings, e-mail, instant messaging, and music sharing. Examples of social media applications include, but are not limited to: Google and Yahoo Groups (reference, social networking); Wikipedia (reference); Facebook and MySpace (social networking); YouTube (social networking and video sharing); Flickr (photo sharing); Twitter (social networking and microblogging); Skype (instant messaging and webcam chat);

LinkedIn (business networking); and news media comment sharing/blogging. This policy covers all Social Media tools, both current and future.

Social Networking is the practice of expanding one's business and/or social contacts by making connections using a range of Social Media tools including blogs, video, images, tagging, lists of friends, forums and messaging that use the Internet to promote such connections through Web-based groups established for that purpose.

Social Media Account shall mean any registration, login credential, tool, forum, website or network that is created or maintained by a Department for the purpose of establishing or perpetuating a Social Media presence.

Authorized User shall mean any employee, or any person acting on their behalf, which has been authorized by their Department Director and registered with and approved by the Department of Information Systems Services to establish, create, edit, or maintain any Social Media Account, and the posts it may contain, in the transaction of official business Of Taylor County.

Post shall mean any e-mail, message, picture, graphic, image, advertisement, notification, feed, stream, transmission, broadcast, podcast, video, instant message, text message, blog, microblog, status update, wall post, comment, and any and all other forms, means or attempts at collaboration or communication that is uploaded, posted to, or otherwise displayed on or transmitted by, any Social Media Account or Network.

External Entity shall mean any person or party not employed by, or an authorized representative of the TCBC.

External Information shall mean any Social Media Post by any External Entity, and the information or substance it contains.

RESPONSIBILITIES

Responsibility is equally shared by the participating departments that actively engage in Social Media. Management and specified Authorized Users will also be held accountable for all collaboration in the public domain.

County Departments Before Establishing a Social Media Account

Contact the County Administrator and the DTIS to discuss objectives and desired outcomes for utilizing Social Media and to help determine its effectiveness in reaching the communication objectives.

Obtain formal approval, which shall specify all Authorized Users for the project, from the applicable Department Director prior to establishing any Social Media Account.

Obtain formal approval from the County Administrator to proceed with any proposed Social Media project.

Obtain a completed User Agreement Form for each Authorized User and store that agreement in the employee's personnel file.

Conspicuously post a Terms of Use Agreement approved by the DTIS and the County Attorney's Office. The Agreement, in addition to its other language, shall clearly indicate that any Post is subject to public records disclosure.

Enable features for public comments, if such capability exists, and comply with and enforce the posted Terms of Use Agreement.

Make available, to the DTIS, all content such as text, images, and video placed on Social Media Accounts for possible placement on the social media.

Maintain compliance with all applicable Federal, State and County requirements, policies and procedures relating to records retention and public records requests.

DEPARTMENT OF TECHNOLOGY AND INFORMATION SYSTEMS (DTIS)

Provide Authorized Users information about their ability to access and utilize the Social Media tools authorized by their Department Director and the County Administrator.

Create a TaylorCountyGov.com email address to serve as the official e-mail account for all approved Social Media Accounts.

Review all login credentials to Social Media Accounts to ensure compliance with password strength requirements and compliance with established IS Security Policy and industry best practices relating to information systems security.

Respond to any requests for guidance or opinion regarding technology or information systems security.

Review proposals for new Social Media projects and provide formal approval or denial.

Provide counsel to the Department as to the appropriate use of the Social Media tool and guidance as to the types of information that should be released.

Monitor content on each Department Social Media Account to ensure adherence to the guidelines in this policy. Inappropriate use may result in the removal of the department page or account from these Social Media sites.

COUNTY ATTORNEY

Review and approve any departmental changes or additions to the Terms of Use Agreement, or the general disclaimer, as requested.

Render opinions on matters regarding disclaimers, terms of use, and privacy concerns as they arise.

Provide opinions on matters of public records, in accordance with applicable Federal, State and County law.

GENERAL PROCEDURES

Each County Social Media Account must include an introductory statement that clearly specifies its purpose and topical scope. Where possible, Department social networking sites should link back to Taylorcountygov.com for forms, documents and other information.

All Social Media sites must clearly indicate that all Posts are subject to public records laws.

Sites should be monitored regularly and updated frequently to encourage continued interaction among participants and to keep posted material current. If a division is unable to devote the necessary resources to monitoring and maintenance, a social networking site should not be created or must be deactivated.

GENERAL GUIDELINES

1. Review and understand the Ethical Code of Conduct and prohibited activities enforced by TCBCC policy. Acknowledge that violations of these policies may result in disciplinary actions by completing a User Agreement Form.

2. Do not edit posts. Any post that violates the Terms of Use Agreement or disclaimer should be documented for records retention and then deleted from public view. The comment maker should then be notified that he or she has violated the Terms of Agreement, specifying any and all Terms of Use that were violated.

3. Any published content is persistent in the public domain. The TCBCC is responsible for all content published by Authorized Users. When speaking on behalf of the County, it should be assumed that all communications are in the public domain and available for publishing and discussion in all forms of media.

4. All employees should understand the perception of your TCBCC association in online social networks. If you identify yourself as a TCBCC employee or have a public facing position for which your TCBCC association is known to the general public, ensure your profile and related content (even if it is personal and not an official nature) is consistent with how you wish to present yourself as a TCBCC professional, appropriate with the public trust associated with your position, and conforming to existing standards that already exist in TCBCC policies.

Have no expectation of privacy once you have introduced yourself publicly.

Employees should not conduct county business on their personal accounts, nor should they conduct personal business on county accounts.

5. Ensure all content posted by Authorized Users to County social networking accounts represents the County's point of view and not those of individual employees. If you are in doubt, please refer to the County Administrator and the County Attorney's Office.

6. Exercise caution while interacting with any External Entity, both known and unknown to the user, and the information that the Entity may provide or post. External Information shall not be utilized, commented on, or re-posted, unless the information has been verified or corroborated as true and accurate by independent and/or reputable resources.

7. Remain focused on customer service, the TCBCC mission and existing County commitments. Do not allow Social Media use to interfere with primary job duties, unless such use is a primary duty or an essential job function.

8. Respect copyright, fair use and financial disclosure laws. Always protect sensitive information and personally identifiable information. Do not publish or report on conversations that are meant to be pre-decisional or internal to the Board or Taylor County unless leadership or management has authorized the release of such information.

9. Ensure Social Media Account implementation and use complies with applicable mandates, including, but not limited to: TCBCC Policy 2.05 Sections 257.36(5)(b) and (6), 119.07, 119.011(11), and 119.021, Florida Statutes. Rules 1-2.0031, 1B-24, 1B-26.003, and 1B-26.0021, Florida Administrative Code and any other applicable Federal, State or County policy.

SECURITY GUIDELINES

In general, approved users should show caution when interacting with external entities, those both known and unknown to the user. If at all in doubt of the legitimacy of any information sent to you, please avoid said information.

The following guidelines should be adhered to:

Employ strong passwords, as defined in TCBCC Policy Section 7 Technology and Information Systems.

Periodically change passwords to Social Media accounts, and immediately communicate any changes to the DTIS.

Refrain from adding, installing, attaching or linking to any additional external services or applications that may potentially grant or enable access to the content, information or posts within the Social Media account.

Use caution when accessing links received from External Entities.

Exercise caution when utilizing shortened links (links that have been shortened for ease of relaying the original link), as these may lead to a malicious site. Avoid clicking on shortened links. Consider requesting the link be re-sent in another form.

Be watchful for spoofed emails and/or website (seemingly official-looking communications that lead the user to a malicious website or attempt to solicit the user's personal or financial information). Consult DTIS regarding any security related matter.

TERMS OF USE STATEMENT

It shall be the policy of the TCBCC that the following agreement must be continuously and conspicuously posted on each Social Media Account established and maintained by the County, if such capability exists. The agreement shall also be posted on Taylorcountygov.com for easy access:

While this is an open forum, please keep your comments clean and appropriate. Inappropriate comments are subject to deletion by the administrator of this account. If you don't comply with the posting guidelines, an administrator will contact you and your message will be removed. If you post inappropriate content a second time, an administrator will contact you and you will be blocked from posting any more information to the site.

This forum is not monitored at all times. Do NOT use this forum to report emergency situations or time-sensitive issues.

Please keep the following guidelines in mind when posting:

We do not allow graphic, obscene or explicit comments or submissions nor do we allow comments that are abusive, threatening, hateful or intended to defame anyone or any organization or comments that suggest or encourage illegal activity.

Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity or sexual orientation will not be tolerated.

Content posted by persons whose profile picture or avatar, username or e-mail address contains any of the aforementioned prohibited conduct will not be tolerated.

Content should be related to the subject matter of the social media site where it is posted.

We do not allow solicitations or advertisements. This includes promotion or endorsement of any financial, commercial or non-governmental agency. Similarly, we do not allow attempts to defame or defraud any person or financial, commercial or governmental agency.

We do not allow information intended to compromise the safety or security of the public or public systems.

You participate at your own risk, taking personal responsibility for your comments, your username and any information provided.

All comments are subject to public records law.

The appearance of external links on this site does not constitute official endorsement on behalf of the TCBCC.

ENFORCEMENT

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

RESPONSIBLE DEPARTMENT

Technology and Information Systems (DTIS)

Revision Date(s): 00/00/00 (Use this format)

**Social Media Networking
AUTHORIZED USER
Agreement Form**

Name: _____ Employee ID: _____

Position/Title: _____

Department: _____

Name of Project _____

Approved by
Department Director: _____
(Director Signature) (Date)

Approved by
County Administrator: _____
(Director Signature) (Date)

I agree to use County-approved Social Media sites for County business as appropriate and in compliance with the #7.09 Social Media and Collaboration Policy. I understand that I must have approval from my Department Director, County Administrator and the Communications Director to create a Social Media Account on behalf of the County. I also understand that I am responsible for all postings made by me on County Social Media Sites, including those made in the comments sections.

I acknowledge that all County-approved Social Media Accounts are considered to be County property and may be monitored by officials of the County. I understand that employees do not have privacy rights in the use of County Social Media Sites and the postings, data, access to or distribution of such materials is subject to Public Records laws.

I agree to abide by all security procedures as set forth by DTIS before accessing or posting to any Social Media Account. I acknowledge that any abuse of any Social Media Account, including violation of the rules and guidelines set forth in this Policy or in any current or future modified Policy and Procedure (#7.09 Social Media and Collaboration Policy), can be grounds for disciplinary action.

I agree to follow the retention procedure set forth by the TCBCC, and understand all postings may be subject to records retention requirements, based on their content.

Printed Name

Signature

Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO REVIEW AND APPROVE PROPOSED CHANGE ORDER NO 2 WITH CAUSSEAU, HEWETT & WALPOLE FOR THE RED PADGETT RD WIDENING AND RESURFACING PROJECT CEI SERVICES.

MEETING DATE REQUESTED:

September 2, 2014

Statement of Issue:

The Board to review and approve proposed Change Order No. 2 with Causseaux, Hewett and Walpole, Inc. for the Red Padgett Rd widening and resurfacing project CEI Services.

Recommended Action:

The Board should approve the proposed Change Order No. 2 with CHW to allow for Contractor approved weather days and additional Contractor work effort.

Fiscal Impact: FISCAL YR 2014/15 - \$16,800

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board approved Task Order No. 2009-001-ENG-15 with Causseaux, Hewett and Walpole, Inc. (CHW) to provide Construction Engineering Inspection Services (CEI) for the Red Padgett Rd Widening and Resurfacing project. Since beginning construction, the Contractor (APAC/PMI) has experienced, requested and been approved 48 days associated with weather incidents. Additionally, the Contract was also expanded to address an originally omitted scope of work to grade the side roads throughout the project from the newly widened roadway limit of disturbance to a point that they meet the original existing grade of the side roads (See Contractor Change Order No. 6). Accordingly, these extensions of the construction contract in turn requires additional CEI services beyond the originally anticipated 242 days approved in CHW's Task Order. Change Order No. 1, approved by the Board on August 4, 2014 addressed 44 of the incurred weather days, Change Order No. 2, address the remaining 4 days and the 28 days to complete the additional work effort on the Side Roads. Therefore, Staff recommends that Change Order No. 2 to extend the CEI services under CHW's Task Order be increased the same amount as the Contractor's contract days, i.e. 32 additional days to provide uninterrupted CEI services.

The attached Change Order is a reasonable project request beyond the control of CHW, solely relates to weather day and Contract scope of work extensions and will use approved Task Order rates for the additional expense. Therefore, Staff recommends that the Board approve the proposed Change Order.

Options:

- 1) Approve the proposed Change Order No. 2.

- 2) Revise the proposed Change Order No. 2.
- 3) Reject the proposed Change Order No. 2, state reasons for denial.

Attachments:

Proposed Change Order No. 2

Order

Change Order

No. 2

No. 2

Date of Issuance: August 11, 2014

Effective Date: August 11, 2014

Project: Red Padgett Road (CR 356A/356) Widening/Resurfacing	Owner: Taylor County BOCC	Owner's Contract No.: 2008-004-ENG
Contract: Red Padgett Road (CR 356A/356) Widening/Resurfacing	Date of Contract:	
Contractor:	Engineer's Project No.: 2008-004-ENG	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

- Thirty Two days are being added to the contract time for additional days awarded to the contractor.

Attachments (list documents supporting change):**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 127,050.00

Increase from previously approved Change Orders No. 0 to No. 1:

\$ 23,100.00

Contract Price prior to this Change Order:

\$ 150,150.00

Increase of this Change Order:

\$16,800.00

Contract Price incorporating this Change Order:

\$ 166,950.00

CHANGE IN CONTRACT TIMES:Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): N/A

Ready for final payment (days or date): 240 or 6/4/2014

Increase from previously approved Change Orders No. 0 to No. 1:

Substantial completion (days):

Ready for final payment (days): 44

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): 284 or 7/18/2014

Increase of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date): 32

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (days or date): 316 or 8/19/2014

RECOMMENDED:

By:

Engineer (Authorized Signature)

Date:

8/14/2014

Approved by Funding Agency (if applicable):

ACCEPTED:

By:

Owner (Authorized Signature)

Date:

ACCEPTED:

By:

Contractor (Authorized Signature)

Date:

8-14-14

Change Order

No. 6

Date of Issuance: July 31, 2014

Effective Date: July 31, 2014

Project: Red Padgett Road (CR 356A/356) Widening/Resurfacing	Owner: Taylor County BOCC	Owner's Contract No.: 2008-004-ENG
Contract: Red Padgett Road (CR 356A/356) Widening/Resurfacing	Date of Contract:	
Contractor: Preferred Materials, Inc.	Engineer's Project No.: 2008-004-ENG	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

- Side road connections
- An additional 28 days are being added to the contract time for this additional work.
- An additional 4 days are being added to the contract time for weather days from 7/16/2014 to 7/31/2014

Attachments (list documents supporting change):

PMI change order request

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 2,938,140.46

Increase from previously approved Change Orders No. 0 to No. 5:

\$ 59,047.44

Contract Price prior to this Change Order:

\$ 2,997,187.90

Increase of this Change Order:

\$ 36,887.73

Contract Price incorporating this Change Order:

\$ 3,034,075.63

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 220 or 5/15/2014

Ready for final payment (days or date): 240 or 6/4/2014

Increase from previously approved Change Orders No. 0 to No. 5:

Substantial completion (days): 44

Ready for final payment (days): 44

Contract Times prior to this Change Order:

Substantial completion (days or date): 264 or 6/28/2014

Ready for final payment (days or date): 284 or 7/18/2014

Increase of this Change Order:

Substantial completion (days or date): 32

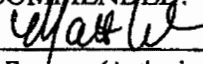
Ready for final payment (days or date): 32

Contract Times with all approved Change Orders:

Substantial completion (days or date): 296 or 7/30/2014

Ready for final payment (days or date): 316 or 8/19/2014

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: 8-14-14

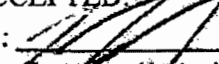
Approved by Funding Agency (if applicable):

ACCEPTED:

By: 
Owner (Authorized Signature)

Date: 8/20/14

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 8/20/14



February 21, 2014

Mr. Jason Johns
CHW
132 NW 76th Dr
Gainesville, FL 32607

Preferred Materials, Inc.
11482 Columbia Park Dr. W, Suite 3
Jacksonville, FL 32258
(904) 288-6300
(904) 288-6301 - fax

RE: Red Padgett RD
Perry, FL

APAC submits the following cost for change order requested.
Side road connections

Item	Line Item Description	Quantity	Unit	Unit Price	Sub total	Mark up	Amount
					\$ -		\$ -
					\$ -		\$ -
	Mot	12.00	day	\$ 580.00	\$ 6,960.00		\$ 6,960.00
	Survey	1.00	LS	\$ 1,500.00	\$ 1,500.00	150.00	\$ 1,650.00
	Excavation	46.35	cy	\$ 5.50	\$ 254.93		\$ 254.93
contract	Embankment	864.00	cy	\$ 6.07	\$ 5,244.48		\$ 5,244.48
contract	Subgrade	1,163.00	sy	\$ 6.72	\$ 7,815.36		\$ 7,815.36
contract	OBG4	1,072.00	sy	\$ 12.43	\$ 13,324.96		\$ 13,324.96
	FC 12.5	20.00	ton	\$ 81.90	\$ 1,638.00		\$ 1,638.00
							\$ -
	TOTAL				\$ 36,737.73		\$ 36,887.73

PMI request 30 days calendar days to complete this to complete this work from the date of approval.
No Grassing is included

If additional information is needed please let me know.
Please call if you have any questions on any of these items.

Thank You
APAC- Southeast

Joseph F. Donaruma

Safety First *Always*

Red Padgett Weather Day Spreadsheet

Date	Weather Condition	Controlling Item of Work	Approved in CO #
15-Nov-13	Inclement weather that affected more than 50% of days production		CO #1
18-Nov-13	Inclement weather that affected more than 50% of days production		CO #1
26-Nov-13	Inclement weather that affected more than 50% of days production		CO #1
10-Dec-13	Inclement weather that affected more than 50% of days production		CO #4
7-Jan-14	Inclement weather that affected more than 50% of days production	OBG 11 (widening)	CO #4
14-Jan-14	Inclement weather that affected more than 50% of days production	OBG 11 (widening)	CO #4
29-Jan-14	Inclement weather that affected more than 50% of days production	OBG 11 (widening)	CO #5
5-Feb-14	Inclement weather that affected more than 50% of days production	OBG 1 (mixing) / Structural asphalt	CO #4
12-Feb-14	Inclement weather that affected more than 50% of days production	OBG 1 (mixing) / Structural asphalt	CO #4
21-Feb-14	Inclement weather that affected more than 50% of days production	OBG 1 (Mixing)	CO #4
26-Feb-14	Inclement weather that affected more than 50% of days production	OBG 1 (Mixing)	CO #4
5-Mar-14	Inclement weather that affected more than 50% of days production	OBG 1 (Mixing)	CO #4
6-Mar-14	Inclement weather that affected more than 50% of days production	OBG 1 (Mixing)	CO #4
7-Mar-14	Inclement weather that affected more than 50% of days production	OBG 1 (Mixing)	CO #4
17-Mar-14	Inclement weather that affected more than 50% of days production	OBG 1 (Mixing)	CO #4
18-Mar-14	Inclement weather that affected more than 50% of days production	OBG 1 (Mixing)	CO #4
8-Apr-14	Inclement weather that affected more than 50% of days production		CO #4
9-Apr-14	Recovery Day		CO #4
15-Apr-14	Inclement weather that affected more than 50% of days production		CO #4
16-Apr-14	Recovery Day		CO #4
18-Apr-14	Inclement weather that affected more than 50% of days production		CO #4
21-Apr-14	Recovery Day		CO #4
29-Apr-14	Inclement weather that affected more than 50% of days production		CO #5

Inclement weather that affected more 30-Apr-14 than 50% of days production	CO #5
Inclement weather that affected more 1-May-14 than 50% of days production	CO #5
2-May-14 Recovery Day	CO #5
Inclement weather that affected more 15-May-14 than 50% of days production	CO #5
16-May-14 Recovery Day	CO #5
Inclement weather that affected more 11-Jun-14 than 50% of days production	CO #5
Inclement weather that affected more 12-Jun-12 than 50% of days production	CO #5
Inclement weather that affected more 24-Jun-14 than 50% of days production	CO #5
Inclement weather that affected more 10-Jul-14 than 50% of days production	CO #5
Inclement weather that affected more 11-Jul-14 than 50% of days production	CO #5
Inclement weather that affected more 15-Jul-14 than 50% of days production	CO #5
Inclement weather that affected more 16-Jul-14 than 50% of days production	
17-Jul-14 Recovery Day	
Inclement weather that affected more 21-Jul-14 than 50% of days production	
Inclement weather that affected more 28-Jul-14 than 50% of days production	

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Maintenance / Ownership of Road
Closing back entrance of road
"No thru traffic" signs or Private drive
signs
129 Pine Tree Rd.

MEETING DATE REQUESTED:

Statement of Issue:

Recommended Action: Deed road to owners or provide
maintenance on road

Fiscal Impact:

Budgeted Expense:

Submitted By: Mike Murphy

Contact: 584-8098 or 672-0326

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO ADOPT A RESOLUTION CONCERNING QUITCLAIM DEEDS BETWEEN THE INTERNAL IMPROVEMENT TRUST FUND AND PROPERTY OWNERS IN THE EZELL AND DEKLE BEACH AREA AS DISCUSSED IN THE BOARD'S WORKSHOP ON AUGUST 26, 2014, AS AGENDAED BY THE COUNTY ADMINISTRATOR FOR DOYLE PADGETT.

MEETING DATE REQUESTED:

SEPTEMBER 2, 2014

Statement of Issue: THE BOARD DISCUSSED THE ISSUE WITH A REPRESENTATIVE OF THE PROPERTY OWNERS, DOYLE PADGETT, AT THE WORKSHOP ON AUGUST 26, 2014. THERE IS NO IMPACT TO TAYLOR COUNTY ASSOCIATED WITH THE ADOPTION OF THIS RESOLUTION.

Recommended Action: ADOPT THE RESOLUTION

Fiscal Impact: NONE

Budgeted Expense: N/A

Submitted By: DOYLE PADGETT VIA THE AUGUST 26, 2014 WORKSHOP

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

RESOLUTION

A RESOLUTION REQUESTING THAT THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND ISSUE QUITCLAIM DEEDS TO ALL PROPERTY OWNERS IN TAYLOR COUNTY, FLORIDA WHO OWN PROPERTY UPON WHICH HOUSES WERE SITUATED AND DESTROYED BY THE STORM OF THE CENTURY

WHEREAS, the 1993 Storm of the Century destroyed houses on properties near the coastline located in the Keaton Beach area, including what is also known as Ezell Beach, and Dekle Beach, and;

WHEREAS, it is important to the economy of Taylor County that property owners who desire to do so be allowed to rebuild the houses that were destroyed by the Storm of the Century, and;

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund has approved the issuance of quitclaim deeds for properties upon which houses were situated and destroyed by the Storm of the Century, and;

WHEREAS, the list of names initially furnished to the Board of Trustees, of property owners who own properties upon which houses were situated, was never completed and is incomplete due to various issues that delayed the process, and;

WHEREAS, in December, 2012, a September 18, 2014 deadline was established by the Board of Trustees of the Internal Improvement Trust Fund for property owners to apply for quit claim deeds; and

WHEREAS, all property owners should receive equal treatment.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that The Board of Trustees of the Internal Improvement Trust Fund issue quitclaim deeds to all property owners in Taylor County, Florida who own property upon which houses were situated and destroyed by the Storm of the Century and who request a quitclaim deed prior to the September 18th, 2014 deadline.

PASSED in regular session this 2nd day of September, 2014.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____

MALCOLM PAGE, Chairman

ATTEST:

ANNIE MAE MURPHY, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER REQUEST FROM THE TAYLOR COUNTY SHERIFF FOR AN EXPENDITURE VIA TRANSFER OF FUNDS FROM THE SPECIAL LAW ENFORCEMENT TRUST FUND

MEETING DATE REQUESTED:

SEPTEMBER 2, 2014

Statement of Issue: THE SHERIFF REQUESTS A TRANSFER OF FUNDS FROM THE SPECIAL LAW ENFORCEMENT TRUST FUND TOTALING \$28,783.90 FOR THE PURCHASE OF A VEHICLE. THE PURCHASE IS IN COMPLIANCE WITH CHAPTER 932.7055(5)(a), FLORIDA STATUTES.

Recommended Action: APPROVE THE TRANSFER OF FUNDS

Fiscal Impact: \$28,783.90 FROM THE SPECIAL LAW ENFORCEMENT TRUST FUND.

Budgeted Expense: N/A

Submitted By: Sheriff L. E. "Bummy" Williams

Contact: Captain Ron Rice (rrice@tcsofl.org)

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: EXPENDITURES FROM THE SPECIAL LAW ENFORCEMENT TRUST FUND ARE GOVERNED BY CHAPTER 932.7055(5)(a), FLORIDA STATUTES. THE SHERIFF IS REQUESTING AN AMOUNT OF FUNDS VIA TRANSFER OF FUNDS TO PURCHASE A VEHICLE FOR THE CHIEF INVESTIGATOR/CAPTAIN OF THE TAYLOR COUNTY SHERIFF'S OFFICE DRUG TASK FORCE. THE SHERIFF HAS CERTIFIED THAT SUCH A PURCHASE IS IN COMPLIANCE WITH FLORIDA STATUTES.

Options: NOT APPROVE THE TRANSFER OF FUNDS.

Attachments: LETTER FROM SHERIFF WILLIAMS

Sheriff



L.E. "BUMMY" WILLIAMS – TAYLOR COUNTY

108 N. Jefferson St, Suite 103 • Perry, Florida 32347
850-584-4225 • 1-800-800-4740
Dispatch 1-800-669-7123

August 13, 2014

Board of County Commissioners
Perry, FL 32348

Re: Special Law Enforcement Trust Fund

Dear Chairman:

The Special Law Enforcement Trust Fund is monies that can be used to assist our officers in the combat of drugs in Taylor County. In that respect, we are formally requesting \$28,783.90 out of the Special Law Enforcement Trust Fund to purchase a vehicle for our Chief Investigator/ Captain of the Taylor County Sheriff's Office Drug Task Force. This purchase will be used in compliance with F.S. 932.7055(5)(A).

The following is the breakdown:

\$25,950	Vehicle Purchase
\$2833.90	Equipment Purchase
\$28,783.90	TOTAL

Your assistance in this matter is greatly appreciated. If you have any questions please feel free to contact Captain Rice (rrice@tcsofl.org) or myself at any time.

Sincerely,

A handwritten signature in black ink that reads "L.E. 'Bummy' Williams".

L.E. "Bummy" Williams, Sheriff
Taylor County, FL

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Request Continuation of Marketing Funds

Meeting Date:

September 2, 2014

Statement of Issue: Procurement of funds to enable continuation of marketing programs includes; website, YouTube video, marketing collateral, business travels, and outreach marketing.

Approval

Recommendation:

Fiscal Impact: \$ 50,000 **Budgeted Expense:** Yes ☐ No ☐ N/A ☐

Submitted By: Taylor County Development Authority

Contact: Scott Frederick

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Disbursement of funds to come from account #59916 reserved for economic development. Accountability of marketing funds will appear in the organization's annual audit.

Options:

1. _____
2. _____

Attachments:

1. _____
2. _____

SUNGARD PENTAMATION, INC.
DATE: 08/27/2014
TIME: 10:13:32

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
AUDIT21

SELECTION CRITERIA: expledgr.key_orgn='9001' and expledgr.account='59916'
ACCOUNTING PERIODS: 1/14 THRU 11/14

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 9001 - GENERAL FUND RESERVES

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-580-590-9001-9001 - GENERAL FUND RESERVES									
59916		RSRV-ECONOMIC DEVELOPMENT			.00	.00	.00	BEGINNING BALANCE	
10/01/13	11-1				223,250.00			POSTED FROM BUDGET SYSTEM	
05/27/14	25-8		20140222		-80,000.00			TCDA MARKETING	
TOTAL		RSRV-ECONOMIC DEVELOPMENT			143,250.00	.00	.00		143,250.00
TOTAL TOTL/DEPT - GENERAL FUND RESERVES					143,250.00	.00	.00		143,250.00
TOTAL FUND - GENERAL FUND					143,250.00	.00	.00		143,250.00
TOTAL REPORT					143,250.00	.00	.00		143,250.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

LOAN AGREEMENT

This **LOAN AGREEMENT** (this "**Agreement**") is entered into as of July 7, 2014 (the "**Execution Date**") between BIONITROGEN PLANT FL TAYLOR, LLC, a limited liability company organized and existing under the laws of Florida (the "**Borrower**") and TAYLOR COUNTY DEVELOPMENT AUTHORITY, a development authority whose address is 103 E. Ellis St., Perry, Florida 32348 (the "**Lender**").

WHEREAS, the Borrower has requested that the Lender make a loan to the Borrower in an aggregate principal amount of up to Fifty Thousand Dollars (\$50,000) to be used in accordance with Section 6.5; and

WHEREAS, the Lender is willing to make such loan available to the Borrower, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, for good consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower and the Lender agree as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions. For the purpose of this Agreement, the following terms shall have the following meanings:

"**Affiliate**" means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") of a Person shall mean the possession, directly or indirectly, of the power to vote 10% or more of the Voting Stock of such Person or to direct or cause the direction of the management and policies of such Person, whether through the ownership of such Voting Stock, by contract or otherwise.

"**Agreement**" is defined in the preamble hereto.

"**Borrower**" is defined in the preamble hereto.

"**Borrowing Request**" means a request by the Borrower in accordance with the terms of Section 2.2 the form attached hereto as Exhibit A.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks in Taylor County, Florida are required or authorized to be closed.

"**Capital Stock**" means any and all shares, interests, participations, quotas or other equivalents (however designated) of capital stock of a corporation, any and all ownership interests in a Person other than a corporation and any and all warrants or options to purchase any of the foregoing.

"Collateral" means the property of any Person from time to time subject to the Collateral Documents as security, *inter alia*, for the Secured Obligations.

"Collateral Documents" means, collectively, the Guarantee and the Note.

"Default" means an event which with the lapse of time, the giving of notice or both would become an Event of Default.

"Dollars" means lawful money of the United States of America.

"Effective Date" means the first date on which all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 9.1., and on which, upon the terms and subject to the conditions set forth herein, the Borrower shall make a borrowing of the Loan hereunder.

"Event of Default" is defined in Section 8.1.

"Execution Date" is defined in the preamble hereto.

"Financial Closing" means the earlier to occur of the date when the Borrower receives funding in an amount of at least (i) US\$150,000,000 in connection with the financing transaction that Deutsche Bank is structuring for the Borrower and Affiliates as an industrial revenue tax free bond to be used in the construction of plant(s) that shall convert solid waste biomass (tree trimmings, woodchips and other horticulture biomass) into urea fertilizer or (ii) at least US\$5,000,000 in connection with a loan agreement to be provided by Regions Bank to the Borrower.

"GAAP" means the generally accepted accounting principles of the United States of America, consistently applied.

"Governmental Authority" means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state, provincial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantor" means, collectively, BioNitrogen Holdings Corp., company organized and existing under the laws of New Jersey, BIO-SNG Technologies International Corp., a company organized and existing under the laws of Delaware and 4A Technologies, LLC, a limited liability company organized and existing under the laws of Texas.

"Guaranty" means the Guaranty to be entered into between the Guarantor and the Lender, as amended, amended and restated, supplemented or otherwise modified from time to time, pursuant to which the Guarantor shall grant the Lender, an unconditional and irrevocable guarantee for the full and punctual payment and performance (whether at stated maturity, upon acceleration or otherwise) of all Obligations.

"Lender" is defined in the preamble hereto.

"Lien" means an option, pledge, security interest, lien, charge, encumbrance, claim, covenant, condition or restriction.

"Loan Documents" means (a) this Agreement, (b) the Note, and (c) the Collateral Documents.

"Loan" is defined in Section 2.1.

"Material Adverse Effect" means a material adverse effect on: (a) the business, properties, liabilities, operations, condition (financial or otherwise), operating results or prospects of the Borrower and its Subsidiaries taken as a whole, (b) the ability of the Borrower to perform its obligations under the Loan Documents, (c) the rights and/or remedies of the Lender hereunder or under any of the other Loan Documents or (d) the Collateral or the Liens in favor of the Lender on the Collateral or the priority of such Liens.

"Maturity Date" means the date falling on the earlier to occur of the following (i) the Financial Closing or (ii) December 31, 2014.

"Note" is defined in Section 2.3.

"Obligations" means all of the obligations and liabilities of the Borrower to the Lender under or in connection with this Agreement and the other Loan Documents (as any of the foregoing may from time to time be respectively amended, modified, substituted, extended or renewed), direct or indirect, absolute or contingent, due or to become due, now or hereafter existing.

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made or received under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to this Agreement or the other Loan Documents.

"Permitted Liens" means: (i) Liens imposed by law for Taxes that are not yet due or are being contested in good faith by appropriate proceedings; (ii) carriers', warehousemen's, mechanics', materialmen's, repairmen's, landlords', vendors', salary and social security and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in good faith by appropriate proceedings; (iii) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, disability or unemployment insurance, pensions and other social security laws or regulations; (iv) cash deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance and return-of-money bonds, tenders and other obligations of a like nature, in each case in the ordinary course of business; (v) judgment liens in respect of judgments that do not constitute an Event of Default under Section 8.1(g); (vi) Liens in existence on the date hereof; (vii) minor irregularities in title to real property that do not secure any monetary obligations and which do not materially interfere with the occupation, use or enjoyment by the Borrower or any

of its Subsidiaries' properties or assets; and (viii) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower or any of its Subsidiaries.

"Person" means an individual, a partnership, a limited liability company, a corporation, a trust, an unincorporated organization, and a government or any department or agency thereof.

"Requirements of Law" means collectively, any and all applicable requirements of any Governmental Authority including any and all laws, judgments, orders, executive orders, decrees, ordinances, rules, regulations, statutes or case law.

"Secured Obligations" means (a) obligations of the Borrower from time to time arising under or in respect of the due and punctual payment of the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loan, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (b) the due and punctual performance of all covenants, agreements obligations and liabilities of the Borrower under or pursuant to the Agreement and the other Loan Documents.

"Subsidiary" means, with respect to any Person, any corporation or other entity (including any branch with a separate legal existence): (a) in which more than 50% of the Voting Stock is owned or controlled, directly or indirectly, by such Person and/or by any Subsidiary of such Person or (b) that is otherwise controlled, directly or indirectly, by such Person and/or by any Subsidiary of such Person in accordance with applicable law of such controlled Person's jurisdiction. Unless the context otherwise requires, each reference to a Subsidiary herein shall be a reference to a Subsidiary of the Borrower.

"Taxes" means all taxes, assessments, charges, duties, fees, levies or other like governmental charges including all state, local, foreign and other income, franchise, profits, gross receipts, capital gains, capital stock, transfer, sales, use, value-added, occupation, property, excise, severance, windfall profits, stamp, license, payroll, social security, withholding and other taxes, assessments, charges, duties, fees, levies, estimated taxes, deficiency assessments, additions to tax, penalties and interest imposed by any Governmental Authority (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return).

"Transactions" means, collectively, the transactions to occur on or prior to the Effective Date pursuant to the Loan Documents.

"Voting Stock" of a Person means Capital Stock in such Person having power to vote for the election of directors or similar officials of such Person or otherwise voting with respect to actions of such Person.

1.2. Other Interpretive Provisions.

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "hereof," "herein," "hereunder" and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement, and any subsection, Clause, Section, Article, Annex, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The term "documents" includes any and all documents, instruments, written agreements, certificates, indentures, notices and other writings, however evidenced (including electronically).

(d) The term "including" is not limiting and (except to the extent specifically provided otherwise) shall mean "including without limitation."

(e) Unless otherwise specified, in the computation of periods of time from a specified date to a later specified date, the word "from" shall mean "from and including," the words "to" and "until" each shall mean "to but excluding," and the word "through" shall mean "to and including."

(f) The terms "may" and "might" and similar terms used with respect to the taking of an action by any Person shall reflect that such action is optional and not required to be taken by such Person.

(g) Unless otherwise expressly provided herein: (i) references to agreements (including this Agreement) and other documents shall be deemed to include all subsequent amendments, restatements, supplements and other modifications made from time to time in accordance with the provisions thereto, but only to the extent that such amendments, restatements, supplements and other modifications are not prohibited by any Loan Document, and (ii) references to any Requirements of Law are to be construed as including all statutory and regulatory provisions or rules consolidating, amending, replacing, supplementing, interpreting or implementing such Requirements of Law.

(h) References to any Person shall include such Person's successors and permitted assigns (and in the case of any Governmental Authority, any Person succeeding to such Governmental Authority's functions and capacities).

(i) The Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and shall be performed in accordance with their terms.

(j) The Loan Documents are the result of negotiations among and have been reviewed by counsel to the Borrower and the Lender, and are the products of all such Persons. Accordingly, they shall not be construed against any Person merely because of any such Person's involvement in their preparation.

ARTICLE II

THE LOAN

2.1. The Loan. The Lender hereby agrees, on the terms and conditions set forth herein, to make a loan to the Borrower (the "Loan") on the Effective Date in an aggregate principal amount up to Fifty Thousand Dollars (\$50,000) and the Borrower hereby agrees to accept the proceeds of the Loan and apply them in accordance with Section 6.5. Amounts paid or prepaid in respect of the Loan may not be reborrowed. If the Loan is not borrowed by the Borrower on or before the first anniversary of the date hereof, the commitment of the Lender to make the Loan hereunder shall automatically terminate and be of no further force and effect.

2.2. Borrowing Procedure. To request the Loan, the Borrower shall deliver, by hand delivery, e-mail through a "pdf" copy, or telecopier, a duly completed and executed Borrowing Request to the Lender not later than 12:00 a.m., Taylor County, Florida, time, three (3) Business Days prior to the Effective Date. The Borrowing Request shall be irrevocable and shall specify the following information: (a) the aggregate amount of such borrowing; (b) the date of such borrowing, which shall be a Business Day; (c) the location and number of the Borrower's account to which funds are to be disbursed (or such other account to which funds will be disbursed on account of the Borrower); and (d) that the conditions set forth in Section 4.01 have been or will be satisfied as of the date of the borrowing.

2.3. Note. On the Effective Date, the Borrower shall execute and deliver to the Lender a promissory note (the "Note") payable to the order of the Lender and issued in a face amount equal to Fifty Thousand Dollars (\$50,000). The Note shall be in the form of Exhibit B attached hereto, shall be dated the Effective Date, and shall have the Maturity Date as the stated maturity date.

2.4. Evidence of Debt. The Lender shall maintain an account evidencing the indebtedness of the Borrower to the Lender resulting from the Loan made hereunder and evidenced by the Note, including the amounts of principal and interest payable and paid to the Lender hereunder. In the absence of manifest error, the entries made in the account maintained pursuant to the preceding sentence shall be *prima facie* evidence of the existence and amounts of principal and interest owed by the Borrower hereunder and under the Note; provided, however, that the failure of the Lender to maintain such account or any error therein shall not in any manner affect the obligation of the Borrower to repay the amounts owed by the Borrower hereunder and under the Note.

2.5. Interest.

(a) The Loan shall bear interest on the outstanding principal amount at a rate of 0% per annum. Interest shall accrue from (and including) the Effective Date to (but excluding) the date of prepayment or repayment of the Loan being prepaid or repaid, as the case may be, hereunder.

(b) Accrued interest shall be payable (i) on the date of any prepayment (on the amount prepaid), and (ii) at maturity (whether by acceleration or otherwise) and, after such

maturity, on demand. Interest shall be calculated on the basis of a 360-day year composed of twelve (12) 30-day months.

(c) All amounts unpaid after the occurrence of any Event of Default, shall bear interest at a default rate equal to the rate of interest applicable pursuant to Section 2.5(a) plus 2% per annum. Interest under this Section 2.5(b) shall be due and payable from time to time on demand by the Lender.

2.6. Taxes. (a) Any and all payments by or on account of any obligation of the Borrower hereunder or under the Note shall be made without deduction or withholding for any Taxes, except as required by Requirements of Law. If any Requirements of Law (as determined in the good faith discretion of the Borrower, acting reasonably) requires the deduction or withholding of any Tax from any such payment by the Borrower, then the Borrower shall be entitled to make such deduction or withholding and shall timely pay the full amounts deducted or withheld to the relevant Governmental Authority in accordance with Requirements of Law and then the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.6) the Lender receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) The Borrower shall timely pay to the relevant Governmental Authority in accordance with Requirements of Law, or at the option of the Lender, timely reimburse it for the payment of, any Other Taxes.

(c) The Borrower shall indemnify the Lender, within ten (10) days after demand therefor, for the full amount of any Taxes (including Taxes imposed or asserted on or attributable to amounts payable under this Section 2.6) payable or paid by the Lender or required to be withheld or deducted from a payment to the Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Taxes by the Borrower to a Governmental Authority pursuant to this Section 2.6, the Borrower shall deliver to the Lender the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender.

ARTICLE III

PREPAYMENT AND REPAYMENT

3.1. Repayment. The Borrower agrees to pay to the Lender, the full principal amount of the Loan on the Maturity Date.

3.2. Application of Payments. Any repayment or prepayment of the Loan made hereunder shall first be applied to or made from the outstanding principal amount of the Loan until no principal is left outstanding and then will be applied to or made from accrued and unpaid

interest on the Loan and, to the extent of any Taxes payable in respect of the Loan in accordance with Section 2.6, to such Taxes.

3.3. Prepayment. The Borrower may at any time or from time to time, upon at least two (2) Business Days' prior written irrevocable notice to the Lender, prepay the outstanding principal amount of the Loan in whole or in part together with accrued and unpaid interest thereon to (but excluding) the date of prepayment, without premium or penalty. The Borrower shall wire the amount to be prepaid to an account designated by the Lender by 11:00 a.m. (Taylor County, Florida, time) on the date of prepayment. All or any portion of the Loan prepaid pursuant to this Section 3.3 may not be reborrowed.

ARTICLE IV

CONDITIONS PRECEDENT

4.1. Conditions to the Loan. The obligation of the Lender to fund the Loan shall be subject to the prior or concurrent satisfaction of the following conditions precedent:

(a) Loan Documents and Closing Deliverables. The Lender's receipt of the following, each properly executed by a responsible officer of the Borrower dated the Effective Date and in form and substance satisfactory to the Lender:

- (i) executed counterparts of this Agreement;
- (i) a Note executed by the Borrower in favor of the Lender;
- (ii) executed counterparts of the Collateral Documents by each party thereto;
- (iii) a Borrowing Request as required by Section 2.2; and
- (iv) such other documents as the Lender may reasonably request.

(b) Representations and Warranties. Each of the representations and warranties made by the Borrower set forth herein or in any other Loan Document shall be true and correct in all material respects (except that any representation and warranty that is qualified as to "materiality" shall be true and correct in all respects) on and as of the date of the Loan with the same effect as though made on and as of such date, except to the extent that such representations and warranties expressly relate to an earlier date.

(c) Absence of Default. The Borrower and each other Obligor shall be in compliance in all material respects with all the terms and provisions set forth herein and in each other Loan Document on its part to be observed and performed, and, at the time of and immediately after giving effect to the Loan and the application of the proceeds thereof, no Default or Event of Default shall have occurred and be continuing.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants that:

5.1. Authority of Borrower. The Borrower: (a) is a limited liability company duly organized, validly existing and in good standing under the laws of Florida; (b) has the corporate power and authority to own its property and carry on its business as it is intended to be conducted; (c) is licensed and in good standing under each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification or license; (d) has full power and authority to consummate the Transactions and to borrow the sums provided for in this Agreement, to execute, deliver and perform the terms and provisions of this Agreement and the other Loan Documents and any instrument required hereunder or thereunder, and to perform and observe the terms and provisions hereof and thereof; (e) has taken all corporate action on the part of the Borrower necessary for the authorization, execution, delivery and performance of this Agreement and the other Loan Documents and any instrument required hereunder or thereunder; and (f) requires no consent, permission, authorization, order or license of any Governmental Authority or any other Person in connection with the consummation of the Transactions or the execution and delivery and performance of this Agreement and the other Loan Documents and any instrument required hereunder or thereunder, or any transaction contemplated hereby or thereby.

5.2. Binding Obligation. This Agreement is, and when executed and delivered each other Loan Document shall be, a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

5.3. No Conflict. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect and (ii) filings necessary to perfect Liens created by the Collateral Documents, (b) will not violate the organizational documents of the Borrower, (c) will not violate any Requirements of Law, (d) will not violate or result in a default or require any consent or approval (other than consents or approvals previously obtained and that are in full force and effect) under any indenture, agreement or other instrument binding upon the Borrower or its property, or give rise to a right thereunder to require any payment to be made by the Borrower and (e) will not result in the creation or imposition of any Lien on any property of the Borrower, except Liens created by the Collateral Documents and Permitted Liens.

5.4. No Defaults. No Default or Event of Default has occurred and is continuing hereunder.

5.5. Litigation; Compliance with Laws. There are no material actions, suits or proceedings at law or in equity by or before any Governmental Authority now pending or, to the

knowledge of the Borrower, threatened against or affecting the Borrower or any business, property or rights of the Borrower that involve any Loan Document or any of the Transactions. Neither the Borrower, nor any of its property, is in violation of, nor will the continued operation of its property as currently conducted violate, any Requirements of Law.

5.6. Material Adverse Effect. Since December 31, 2013, there has been no event, change, circumstance or occurrence that, individually or in the aggregate, has had or could reasonably be expected to result in a Material Adverse Effect.

5.7. No Material Misstatements. No information, report, financial statement, certificate, Borrowing Request, exhibit or schedule furnished by or on behalf of the Borrower to the Lender in connection with the negotiation of any Loan Document or included therein or delivered pursuant thereto, taken as a whole, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were or are made, not misleading as of the date such information is dated or certified; provided that to the extent any such information, report, financial statement, exhibit or schedule was based upon or constitutes a forecast or projection, the Borrower represents only that it acted in good faith and utilized reasonable assumptions and due care in the preparation of such information, report, financial statement, exhibit or schedule.

5.8. Agreements. The Borrower is not a party to any agreement or instrument or subject to any corporate or other constitutional restriction that has resulted or could reasonably be expected to result in a Material Adverse Effect. The Borrower is not in default in any material respect under any provision of any indenture or other agreement or instrument evidencing Indebtedness, or any other material agreement or instrument to which it is a party or by which it or any of its property is or may be bound and no condition exists which, with the giving of notice or the lapse of time or both, would constitute such a default.

5.9. Investment Company Act. The Borrower is not an "investment company" or a company "controlled" by an "investment company," as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended.

5.10. Collateral Documents. When executed and delivered, the Collateral Documents will be effective to create in favor of the Lender, legal, valid and enforceable Liens on, and security interests in, the Collateral and, when the steps required to perfect the Liens on the Collateral set forth in the Collateral Documents are completed, the Liens created by the Collateral Documents shall constitute fully perfected Liens on, and security interests in, the Collateral, in each case subject to no Liens other than Permitted Liens.

ARTICLE VI

AFFIRMATIVE COVENANTS

The Borrower covenants and agrees that until the Loan and all interest thereon has been paid in full:

6.1. Notices; Certifications. The Borrower shall promptly (and in any event, within three (3) Business Days) notify the Lender of (i) the occurrence of any event that

constitutes a Default or an Event of Default, (ii) the occurrence of any litigation or governmental proceeding pending against the Borrower or any of its Subsidiaries that could reasonably be expected to have a Material Adverse Effect or (iii) the occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect. Any notice delivered pursuant to this Section 6.1 shall specify the nature of the occurrence referred to therein, the period of existence thereof and what action the Borrower proposes to take with respect thereto.

6.2. Payment of Taxes. The Borrower shall, and shall cause each of its Subsidiaries to, promptly pay and discharge all Taxes and assessments levied and assessed or imposed upon the Borrower's or such Subsidiary's property or upon the Borrower's or such Subsidiary's income as well as all claims which, if unpaid, might by law become a Lien upon any of the Borrower's or such Subsidiary's material property. Nothing herein contained, however, shall require the Borrower to pay any such Taxes, assessments or claims so long as the Borrower in good faith contests the validity and stays the execution and enforcement thereof.

6.3. Preservation of Existence etc. The Borrower shall, and shall cause each of its Subsidiaries to, (a) preserve and maintain in full force and effect its existence as a corporation and (b) preserve and maintain in full force and effect its good standing and all material governmental rights, privileges, qualifications, permits, licenses and franchises necessary in the normal conduct of its business.

6.4. Compliance with Laws. The Borrower shall, and shall cause each of its Subsidiaries to, comply in all material respects with all Requirements of Law applicable to the Borrower or its business, except such as may be contested in good faith or as to which a bona fide dispute may exist.

6.5. Use of Proceeds. The Borrower shall use the proceeds of the Loan to fund project, process, design, civil and structural engineering work for the Taylor County Florida plant.

6.6. Repayment of Indebtedness. The Borrower shall repay the Loan in accordance with the terms and provisions hereof and of the Note.

6.7. Information; Maintaining Records; Access to Properties and Inspections. (a) Promptly, from time to time, the Borrower shall furnish to the Lender such information regarding the operations, business affairs and financial condition of the Borrower and its Subsidiaries, or compliance with the terms of any Loan Document, as the Lender may reasonably request.

(b) The Borrower shall keep proper books of record and account in conformity with GAAP and all Requirements of Law which accurately reflect all dealings and transactions in relation to its business and activities. The Borrower will permit any representatives designated by the Lender to visit and inspect the financial records and the property of the Borrower and any of its Subsidiaries at reasonable times and as often as reasonably requested and to make extracts from and copies of such financial records, and permit any representatives designated by the Lender to discuss the affairs, finances, accounts and condition of the Borrower and any such Subsidiary with the officers and employees thereof and advisors therefor (including independent accountants).

6.8. Security Interests; Further Assurances. The Borrower shall promptly upon the reasonable request of the Lender and at the Borrower's expense, execute, acknowledge and deliver, or cause the execution, acknowledgment and delivery of, and thereafter register, file or record, or cause to be registered, filed or recorded, in an appropriate governmental office, any document or instrument supplemental to or confirmatory of the Collateral Documents or otherwise deemed by the Lender reasonably necessary or desirable for the continued validity, perfection and priority of the Liens on the Collateral covered thereby subject to no other Liens except Permitted Liens, or obtain any consents or waivers as may be necessary or appropriate in connection therewith. The Borrower shall deliver or cause to be delivered to the Lender from time to time such other documentation, consents, authorizations, approvals and orders in form and substance reasonably satisfactory to the Lender as the Lender shall reasonably deem necessary to perfect or maintain the Liens on the Collateral pursuant to the Collateral Documents. Upon the exercise by the Lender of any power, right, privilege or remedy pursuant to any Loan Document which requires any consent, approval, registration, qualification or authorization of any Governmental Authority, the Borrower shall execute and deliver all applications, certifications, instruments and other documents and papers that the Lender may require.

ARTICLE VII

NEGATIVE COVENANTS

The Borrower covenants and agrees that until the Loan and all interest thereon have been paid in full:

7.1. Information Regarding Collateral. The Borrower shall not, and shall not permit any of its Subsidiaries to, effect any change (a) in its legal name, (b) in the location of its chief executive office, (c) in its identity or organizational structure, (d) in its organizational identification number, if any, or (e) in its jurisdiction of organization (in each case, including by merging with or into any other entity, reorganizing, dissolving, liquidating, reorganizing or organizing in any other jurisdiction), until (i) it shall have given the Lender not less than thirty (30) days' prior written notice, or such lesser notice period agreed to by the Lender, of its intention so to do, clearly describing such change and providing such other information in connection therewith as the Lender may reasonably request and (ii) it shall have taken all action reasonably satisfactory to the Lender to maintain the perfection and priority of the security interest of the Lender in the Collateral, if applicable. The Borrower agrees to promptly provide the Lender with certified organizational documents reflecting any of the changes described in the preceding sentence. The Borrower also agrees to promptly notify the Lender of any change in the location of any office in which it or any of the Subsidiaries maintains books or records relating to Collateral owned by such Subsidiary or any office or facility at which Collateral is located (including the establishment of any such new office or facility).

7.2. Fiscal Year. The Borrower shall not change its fiscal year-end to a date other than December 31.

ARTICLE VIII

EVENTS OF DEFAULT

8.1. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement:

(a) Non-Payment. Default shall be made in the payment of any principal of or interest on any Loan or any amount due under any Loan Document when and as the same shall become due and payable, whether at the due date thereof, at a date fixed for prepayment (whether voluntary or mandatory) thereof or by acceleration thereof or otherwise, and such default is not remedied within five (5) Business Days after the Borrower receives written notice thereof from the Lender;

(b) Representation or Warranty. Any representation or warranty made by the Borrower herein, in any other Loan Document or in any writing furnished in connection with or pursuant to this Agreement or any other Loan Document is false in any material respect on the date made;

(c) Specific Defaults. The Borrower defaults in the performance or observance of any agreement contained in Article VI;

(d) Other Defaults. The Borrower defaults in the performance or observance of any other agreement, term, or condition contained herein or in any other Loan Documents, and such default is not remedied within thirty (30) calendar days after the Borrower receives written notice thereof from the Lender;

(e) Cross-Default. The Borrower shall (i) fail to pay any principal or interest in an amount equal to or greater than \$1,000,000 (or its equivalent in any other currency) when due in respect of any indebtedness (other than the Secured Obligations), when and as the same shall become due and payable beyond any applicable grace period, or (ii) fail to observe or perform any other term, covenant, condition or agreement contained in any agreement or instrument evidencing or governing any such indebtedness if the effect of any failure referred to in this Section 8.1(e)(ii) is to cause, or to permit the holder or holders of such indebtedness or a trustee or other representative on its or their behalf to cause, such indebtedness to become due prior to its stated maturity or become subject to a mandatory offer purchase by the obligor;

(f) Insolvency; Voluntary Proceedings; Involuntary Proceedings. (i) The Borrower makes an assignment for the benefit of creditors; (ii) the Borrower petitions or applies to any tribunal for the appointment of a trustee or receiver, either of it or of a substantial part of its assets, or commences any proceedings relating to it under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; (iii) any such petition or application is filed, or any such proceedings are commenced, against the Borrower, and the Borrower by any act indicates its approval, consent or acquiescence, or an order is entered appointing such trustee or receiver, adjudicating the Borrower bankrupt or insolvent, or approving the petition in any such proceedings, and such order remains in effect for more than sixty (60) calendar days; or (iv) an order is entered in any proceedings against the

Borrower decreeing its dissolution or split-up, and such order remains in effect for more than sixty (60) calendar days.

(g) Judgments. One or more judgments, orders or decrees for the payment of money in an aggregate amount in excess of \$1,000,000 shall be rendered against the Borrower or any of its Subsidiaries and the same shall remain undischarged, unvacated or unbonded for a period of thirty (30) consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to levy upon properties of the Borrower or such Subsidiary to enforce any such judgment;

(h) Security Interest. Any security interest and Lien purported to be created by any Collateral Document shall cease to be in full force and effect, or shall cease to give the Lender the Liens, rights, powers and privileges purported to be created and granted under such Collateral Document (including a perfected first priority security interest in and Lien on all of the Collateral thereunder (except as otherwise expressly provided in such Collateral Document, in favor of the Lender, or shall be asserted by the Borrower not to be a valid, perfected, first priority (except as otherwise expressly provided in this Agreement or such Collateral Document) security interest in or Lien on the Collateral covered thereby;

(i) Loan Documents. Any Loan Document or any material provisions thereof shall at any time and for any reason be declared by a court of competent jurisdiction to be null and void, or a proceeding shall be commenced by the Borrower or any other person, or by any Governmental Authority, seeking to establish the invalidity or unenforceability thereof (exclusive of questions of interpretation of any provision thereof), or the Borrower shall repudiate or deny any portion of its liability or obligation for the Secured Obligations; and

If any one or more of the above Events of Default occurs, the Lender may, by written notice to the Borrower, declare the Loan hereunder and the Note to be, and the Loan hereunder and the Note shall thereupon be and become, immediately due and payable, together with interest accrued and unpaid thereon; provided, however, if an Event of Default as set forth in Section 7.1(f) occurs, then the Loan hereunder and the Note shall automatically and immediately, without any action on the part of the Lender whatsoever, become due and payable, together with interest accrued and unpaid thereon.

ARTICLE IX

MISCELLANEOUS

9.1. Amendments. This Agreement may not be amended, waived, supplemented or modified, except in writing and signed by the Borrower and the Lender.

9.2. Survival of Representations and Warranties. All representations and warranties of the Borrower contained herein and in the other Loan Documents shall survive the execution and delivery of this Agreement and the other Loan Documents.

9.3. Notices. Unless otherwise specified herein, all notices, payments, requests, reports, information, demands and other communications which the parties hereto may desire, or may be required, to give or make to any other party hereto, shall be given by mailing the same,

postage prepaid, or by facsimile transmission, or by hand delivery or courier, to each party as set forth below, or to such other address as may, from time to time, be specified in writing by the parties:

(a) if to the Borrower:

Bionitrogen Plant FL Taylor, LLC
1400 Centrepark Blvd, Suite 860
West Palm Beach, FL 33401
Attention: President
Facsimile:: +1 (561) 290-1620

(b) if to the Lender:

Taylor County Development Authority
103 E. Ellis St.
Perry, FL 32348
Attention: President

Such communications shall be deemed to have been duly given and received in the case of a telecopy transmission, when the telecopy transmission is sent, in the case of mail, when sent by pre-paid certified or registered mail correctly addressed to the addressee, and in the case of hand delivery or courier, when received. Each party hereto shall promptly confirm by telecopy transmission any telephone communication made by it to another pursuant to this Agreement but the absence of such confirmation shall not affect the validity of such communication, which shall be effective upon receipt. If there is any conflict between any telephonic communication and a written confirmation, the written communication shall govern, and the recipient of such communication shall be held harmless by all parties hereto with respect to any action taken in reliance on the telephonic communication prior to the time such recipient receives and has had reasonable time to review the subsequent written confirmation and initiate such corrective action as the recipient deems reasonable under the circumstances.

9.4. No Waiver; Cumulative Remedies. No delay or failure by the Lender to exercise any right or remedy under this Agreement or any other Loan Document, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. The rights and remedies expressly specified herein are cumulative and not exclusive of the other rights and remedies of the Lender.

9.5. Governing Law And Jurisdiction. **THE INTERPRETATION, ENFORCEMENT AND EFFECT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONTROLLED IN ALL RESPECTS BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY RELATED INSTRUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF FLORIDA LOCATED IN TAYLOR COUNTY, FLORIDA, AND BY EXECUTION AND DELIVERY OF THIS**

AGREEMENT, EACH OF THE BORROWER AND THE LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE BORROWER AND THE LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY HAVE NOW OR HEREAFTER TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY INSTRUMENT RELATED HERETO. THE BORROWER AND THE LENDER EACH WAIVE PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY FLORIDA LAW.

9.6. Waiver of Jury Trial. THE BORROWER AND THE LENDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY INSTRUMENT RELATED HERETO AND FOR ANY COUNTERCLAIM THEREIN.

9.7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF file or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

9.8. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any related instrument.

9.9. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The Lender may assign or transfer all or any part of its rights and obligations hereunder without the Borrower's consent. The Borrower may not assign or transfer all or any part of its rights and obligations hereunder, except with the prior written consent of the Lender.

9.10. Indemnity. The Borrower agrees to indemnify the Lender and its officers, directors, members, managers, agents and employees from and hold each of them harmless against any and all losses, liabilities, claims, damages or expenses reasonably incurred by any of them arising out of the Transactions, this Agreement, any other Loan Document or by reason of any investigation by governmental or judicial authorities or being made a party to any litigation or other similar proceeding related to the Transactions, this Agreement, any other Loan Document or any use made or proposed to be made by the Borrower of the proceeds of the Loan including, without limitation, the reasonable fees and disbursements of counsel incurred in connection with any such investigation, litigation or other proceeding, except to the extent

arising out of the gross negligence or willful misconduct of any indemnified party. The obligations of the Borrower under this Section 9.10 shall survive termination of this Agreement.

9.11. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Borrower and the Lender, and supersedes all prior contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof.

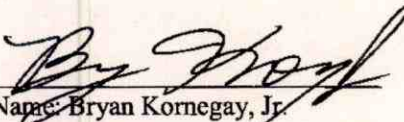
9.12. Payment or Action on Business Day. If the date scheduled for any payment or action under this Agreement or any other Loan Document shall not be a Business Day, then such payment shall be made or such action shall be taken on the next immediately preceding Business Day.

9.13. Continuing Nature of this Agreement. The terms of this Agreement and the rights and the obligations of the Borrower and the Lender, shall not be impaired or otherwise affected, and no obligation of the Borrower or the Lender hereunder shall be impaired or released, by any exercise or non-exercise of any right, power or remedy under or in respect of the Obligations or any of the Loan Documents, including, without limitation, any change in the manner, place or terms of payment or any change in respect of any payments thereunder, any renewal, alteration, modification or extension of time of payment of the Obligations, any release or surrender of any security for the Obligations, or the obligations of any endorsers, sureties or guarantors thereof, and any delay or omission in exercising any right or power on account of or in connection with the Obligations.

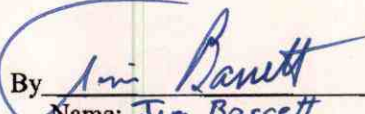
[The remainder of this page is intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

BIONITROGEN PLANT FL TAYLOR, LLC, as the
Borrower

By 
Name: Bryan Kornegay, Jr.
Title: Manager

TAYLOR COUNTY DEVELOPMENT AUTHORITY,
as the Lender

By 
Name: Jim Bassett
Title: chairman - TCDA

**EXHIBIT A to
Loan Agreement**

BORROWING REQUEST

July 7, 2014

Taylor County Development Authority
103 E. Ellis St.
Perry, FL 32348
Attention: President

The undersigned, BIONITROGEN PLANT FL TAYLOR, LLC, a limited liability company organized and existing under the laws of Florida (the "Borrower") refers to the Loan Agreement (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), dated as of [•], 2014, between the Borrower and TAYLOR COUNTY DEVELOPMENT AUTHORITY, a [•] organized and existing under the laws of [•] (the "Lender"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement.

The Borrower hereby gives you irrevocable notice, pursuant to Section 2.2 of the Loan Agreement, that the Borrower hereby requests a borrowing of the Loan, and in that connection sets forth below the information relating to such borrowing (the "Requested Borrowing") as required by Section 2.2 of the Loan Agreement.

(i) The aggregate principal amount of the Requested Borrowing of the Loan is Fifty Thousand Dollars (\$50,000).

(ii) The proposed Borrowing Date of the Requested Borrowing is [•].

(iii) The Requested Borrowing shall be disbursed to the following account:

Wire Routing Transit Number: 062-005-690
SWIFT Code: UPNBUS44MIA
Bank Name: Regions Bank N.A.
City, State: Miami, FL
Account Number: 018-018-4650
Account Name: BioNitrogen Plant FL Taylor, LLC
Reference:

(iv) The conditions set forth in Section 4.01 of the Loan Agreement have been or will be satisfied as of the date of the borrowing.

BIONITROGEN PLANT FL TAYLOR, LLC

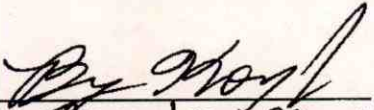
By 
Name: Bryan Kopynesay, Jr.
Title: Manager

Exhibit A

**EXHIBIT B to
Loan Agreement**

FORM OF NOTE

\$50,000.00

July 7, 2014

On or before the Maturity Date, for value received, the undersigned hereby promises to pay to the order of Taylor County Development Authority (the "**Payee**"), the sum of Fifty Thousand Dollars (\$50,000) or such lesser amount thereof which shall have been advanced as the Loan under the Loan Agreement (as defined below), together with accrued and unpaid interest thereon. Interest on the outstanding principal amount advanced on the Loan under the Loan Agreement shall accrue at a rate of 0% per annum. Interest shall accrue from (and including) the Effective Date to (but excluding) the date of prepayment or repayment of the Loan being prepaid or repaid, as the case may be, hereunder. Accrued (and theretofore unpaid) interest shall be payable (i) on the date of any prepayment (on the amount prepaid), and (ii) at maturity (whether by acceleration or otherwise) and, after such maturity, on demand. Interest shall be calculated on the basis of a 360-day year composed of twelve (12) 30-day months.

Both principal and interest are payable in lawful money of the United States to the account designated by the holder of this Note.

This Note is issued pursuant to the Loan Agreement between the undersigned and the Payee dated as of [•], 2014 (as the same may be amended, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "**Loan Agreement**") to which reference is hereby made for a description of the right of the maker to anticipate payment hereof, the conditions upon which the maturity hereof may be accelerated by the holder, and other terms and conditions upon which this Note is issued. Capitalized terms used but not otherwise defined in this Note shall have the meanings ascribed to such terms in the Loan Agreement.

BIONITROGEN PLANT FL TAYLOR, LLC

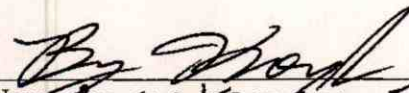

Name: Bryan Kornegay, Jr.
Title: Manager

Exhibit B

BORROWING REQUEST

July 7, 2014

Taylor County Development Authority
103 E. Ellis St.
Perry, FL 32348
Attention: President

The undersigned, BIONITROGEN PLANT FL TAYLOR, LLC, a limited liability company organized and existing under the laws of Florida (the "Borrower") refers to the Loan Agreement (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), dated as of [•], 2014, between the Borrower and TAYLOR COUNTY DEVELOPMENT AUTHORITY, a [•] organized and existing under the laws of [•] (the "Lender"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement.

The Borrower hereby gives you irrevocable notice, pursuant to Section 2.2 of the Loan Agreement, that the Borrower hereby requests a borrowing of the Loan, and in that connection sets forth below the information relating to such borrowing (the "Requested Borrowing") as required by Section 2.2 of the Loan Agreement.

(i) The aggregate principal amount of the Requested Borrowing of the Loan is Fifty Thousand Dollars (\$50,000).

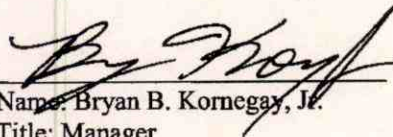
July 7, 2015. (ii) The proposed Borrowing Date of the Requested Borrowing is

(iii) The Requested Borrowing shall be disbursed to the following account:

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SWIFT Code: UPNBUS44MIA
Bank Name: Regions Bank N.A.
City, State: Miami, FL
Account Number: 018-018-4650
Account Name: BioNitrogen Plant FL Taylor, LLC
Reference:

(iv) The conditions set forth in Section 4.01 of the Loan Agreement have been or will be satisfied as of the date of the borrowing.

BIONITROGEN PLANT FL TAYLOR, LLC

By 
Name: Bryan B. Kornegay, Jr.
Title: Manager

PROMISSORY NOTE

\$50,000.00

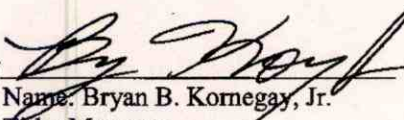
July 7, 2014

On or before the Maturity Date, for value received, the undersigned hereby promises to pay to the order of Taylor County Development Authority (the "**Payee**"), the sum of Fifty Thousand Dollars (\$50,000) or such lesser amount thereof which shall have been advanced as the Loan under the Loan Agreement (as defined below), together with accrued and unpaid interest thereon. Interest on the outstanding principal amount advanced on the Loan under the Loan Agreement shall accrue at a rate of 0% per annum. Interest shall accrue from (and including) the Effective Date to (but excluding) the date of prepayment or repayment of the Loan being prepaid or repaid, as the case may be, hereunder. Accrued (and theretofore unpaid) interest shall be payable (i) on the date of any prepayment (on the amount prepaid), and (ii) at maturity (whether by acceleration or otherwise) and, after such maturity, on demand. Interest shall be calculated on the basis of a 360-day year composed of twelve (12) 30-day months.

Both principal and interest are payable in lawful money of the United States to the account designated by the holder of this Note.

This Note is issued pursuant to the Loan Agreement between the undersigned and the Payee dated as of [•], 2014 (as the same may be amended, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "**Loan Agreement**") to which reference is hereby made for a description of the right of the maker to anticipate payment hereof, the conditions upon which the maturity hereof may be accelerated by the holder, and other terms and conditions upon which this Note is issued. Capitalized terms used but not otherwise defined in this Note shall have the meanings ascribed to such terms in the Loan Agreement.

BIONITROGEN PLANT FL TAYLOR, LLC

By 
Name: Bryan B. Komegay, Jr.
Title: Manager

GUARANTY

This **GUARANTY** (this "**Agreement**") is entered into as of July 7, 2014, made by **BioNitrogen Holdings Corp.**, company organized and existing under the laws of New Jersey, **BIO-SNG Technologies International Corp.**, a company organized and existing under the laws of Delaware and **4A Technologies, LLC**, a limited liability company organized and existing under the laws of Texas (jointly, the "**Guarantor**"), in favor of **TAYLOR COUNTY DEVELOPMENT AUTHORITY**, a development authority whose address is 103 E. Ellis St., Perry, Florida 32348 (the "**Lender**").

WHEREAS, on the date hereof, Bionitrogen Plant FL Taylor, LLC (the "**Borrower**"), and the Lender entered into a loan agreement (the "**Loan Agreement**") pursuant to which the Lender agreed to grant the Borrower one or more loans in the aggregate principal amount of up to Fifty Thousand Dollars (\$50,000).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lender to enter into the Loan Agreement, the Guarantor agree as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions. Except as otherwise defined herein, the terms defined in the Loan Agreement shall have the meanings defined therein.

ARTICLE II

GUARANTY

2.1. Guaranty.

(a) To induce the Lender to make the loan contemplated by the Loan Agreement, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees, the full and punctual payment and performance (whether at stated maturity, upon acceleration or otherwise) of all obligations including, without limitation, principal, interest, fees and costs of collection, of the Borrower under the Loan Documents (the "**Guaranteed Obligations**"), in each case as primary obligor and not merely as surety and with respect to all such obligations howsoever created, arising or evidenced, and whether or not from time to time reduced or extinguished or hereafter increased or incurred, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due. This is a guaranty of payment and not merely of collection.

(b) All payments made by any Guarantor under this Agreement shall be payable in the manner required for payments by the Borrower under the Loan Documents, including the obligation to make all such payments in Dollars, free and clear of, and without deduction for, any Taxes.

2.2. Guaranty Absolute. (a) The liability of the Guarantor under this Guaranty shall be irrevocable, absolute and unconditional irrespective of, and the Guarantor hereby irrevocably waive any defenses they may now or hereafter acquire in any way relating to, any or all of the following: (i) any illegality, lack of validity or enforceability of any Guaranteed Obligation, (ii) any amendment, modification, waiver or consent to departure from the terms of any Guaranteed Obligation, including any renewal or extension of the time or change of the manner or place of payment, (iii) any exchange, substitution, release, non-perfection or impairment of any collateral securing payment of any Guaranteed Obligation, (iv) any change in the corporate existence, structure or ownership of the Borrower, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower or its assets or any resulting release or discharge of any Guaranteed Obligation, (v) the existence of any claim, set-off or other rights that the Guarantor may have at any time against the Borrower, the Lender or any other corporation or person, whether in connection herewith or any unrelated transactions, provided that nothing herein will prevent the assertion of any such claim by separate suit or compulsory counterclaim, (vi) any law, regulation, decree or order of any jurisdiction, or any other event, affecting any term of any Guaranteed Obligation or the Lender's rights with respect thereto, including, without limitation: (A) the application of any such law, regulation, decree or order, including any prior approval, which would prevent the exchange of a Non-USD Currency (as hereinafter defined) for Dollars or the remittance of funds outside of such jurisdiction or the unavailability of Dollars in any legal exchange market in such jurisdiction in accordance with normal commercial practice; or (B) a declaration of banking moratorium or any suspension of payments by banks in such jurisdiction or the imposition by such jurisdiction or any governmental authority thereof of any moratorium on, the required rescheduling or restructuring of, or required approval of payments on, any indebtedness in such jurisdiction; or (C) any expropriation, confiscation, nationalization or requisition by such country or any governmental authority that directly or indirectly deprives the Borrower of any assets or their use or of the ability to operate its business or a material part thereof; or (D) any war (whether or not declared), insurrection, revolution, hostile act, civil strife or similar events occurring in such jurisdiction which has the same effect as the events described in clause (A), (B) or (C) above (in each of the cases contemplated in clauses (A) through (D) above, to the extent occurring or existing on or at any time after the date of this Guaranty) and (vii) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Lender that might otherwise constitute a defense available to, or a legal or equitable discharge of, the Borrower or the Guarantor or any other guarantor or surety.

(b) Without limiting the generality of the foregoing, the Guarantor guarantee that they shall pay the Lender strictly in accordance with the express terms of any document or agreement evidencing any Guaranteed Obligation, including in the amounts and in the currency expressly agreed to thereunder, irrespective of and without giving effect to any laws of the jurisdiction where the Borrower is principally located in effect from time to time, or any order, decree or regulation in the jurisdiction where the Borrower is principally located.

(c) It is the intent of this Section 2.2 that the Guarantor's obligations hereunder are and shall be absolute and unconditional under any and all circumstances.

2.3. Waiver. The Guarantor waives promptness, diligence, notice of acceptance, notice of dishonor and any other notice with respect to any Guaranteed Obligation and this

Guaranty and any requirement that the Lender exercises any right or take any action against the Borrower or any collateral security or credit support.

2.4. Reinstatement. This Guaranty will continue to be effective or be reinstated, as the case may be, if at any time any payment of any Guaranteed Obligation is rescinded or must otherwise be returned by the Lender upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

2.5. Subrogation. The Guarantor will not assert, enforce or otherwise exercise any rights which they may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise, until payment in full of the Guaranteed Obligation and the termination of any and all agreements under which the Lender is committed to provide extensions of credit.

2.6. Taxes. Any and all payments by the Guarantor hereunder will be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding income or franchise taxes imposed on the Lender's net income by the jurisdiction under the laws of which the Lender is organized or any political subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being "Taxes"). If the Guarantor are required by law to deduct any Taxes from or in respect of any sum payable hereunder (i) the sum payable will be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.6) the Lender will receive an amount equal to the sum it would have received had no such deductions been made, (ii) the Guarantor will make such deductions and (iii) the Guarantor will pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. In addition, the Guarantor will pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Guaranty or the Guaranteed Obligations ("Other Taxes"). The Guarantor will promptly furnish to the Lender the original or a certified copy of a receipt evidencing payment thereof. The Guarantor will indemnify the Lender for the full amount of Taxes or Other Taxes paid by the Lender or any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted, within 30 days of the Lender's request therefor. Without prejudice to the survival of any other agreement contained herein, the Guarantor's agreements and obligations contained in this Section 2.6 will survive the payment in full of the Guaranteed Obligations, principal and interest hereunder and any termination of this Guaranty.

2.7. Set-Off. If the Guarantor fail to pay any of their obligations hereunder when due and payable, the Lender is authorized at any time and from time to time, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Lender to or for the Guarantor's credit or account against any and all of the Guaranteed Obligations, whether or not the Lender has made any demand under this Guaranty. The Lender will promptly notify the Guarantor after any such set-off and application, provided that the failure to give such notice will not affect the validity of such set-off and application. The Lender's rights under this Section 2.7 are in addition to other

rights and remedies (including, without limitation, other rights of set-off) that the Lender may have.

ARTICLE III

MISCELLANEOUS

3.1. Amendments. This Agreement may not be amended, waived, supplemented or modified, except in writing and signed by the Obligors and the Lender.

3.2. Survival of Representations and Warranties. All representations and warranties of the Guarantor contained herein and in the other Loan Documents shall survive the execution and delivery of this Agreement and the other Loan Documents.

3.3. Notices. Unless otherwise specified herein, all notices, payments, requests, reports, information, demands and other communications which the parties hereto may desire, or may be required, to give or make to any other party hereto, shall be given by mailing the same, postage prepaid, or by facsimile transmission, or by hand delivery or courier, to each party as set forth below, or to such other address as may, from time to time, be specified in writing by the parties:

(a) if to the Guarantor:

1400 Centrepark Blvd, Suite 860
West Palm Beach, FL 33401
Attention: President
Facsimile: +1 (561) 290-1620

(b) if to the Lender:

Taylor County Development Authority
103 E. Ellis St.
Perry, FL 32348
Attention: President

Such communications shall be deemed to have been duly given and received in the case of a telecopy transmission, when the telecopy transmission is sent, in the case of mail, when sent by pre-paid certified or registered mail correctly addressed to the addressee, and in the case of hand delivery or courier, when received. Each party hereto shall promptly confirm by telecopy transmission any telephone communication made by it to another pursuant to this Agreement but the absence of such confirmation shall not affect the validity of such communication, which shall be effective upon receipt. If there is any conflict between any telephonic communication and a written confirmation, the written communication shall govern, and the recipient of such communication shall be held harmless by all parties hereto with respect to any action taken in reliance on the telephonic communication prior to the time such recipient

receives and has had reasonable time to review the subsequent written confirmation and initiate such corrective action as the recipient deems reasonable under the circumstances.

3.4. No Waiver; Cumulative Remedies. No delay or failure by the Lender to exercise any right or remedy under this Agreement or any other Loan Document, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. The rights and remedies expressly specified herein are cumulative and not exclusive of the other rights and remedies of the Lender.

3.5. Governing Law And Jurisdiction. **THE INTERPRETATION, ENFORCEMENT AND EFFECT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONTROLLED IN ALL RESPECTS BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY RELATED INSTRUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF FLORIDA LOCATED IN TAYLOR COUNTY, FLORIDA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE GUARANTOR AND THE LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE GUARANTOR AND THE LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY HAVE NOW OR HEREAFTER TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT. THE BORROWER AND THE LENDER EACH WAIVE PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY FLORIDA LAW.**

3.6. Waiver of Jury Trial. **THE GUARANTOR AND THE LENDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY INSTRUMENT RELATED HERETO AND FOR ANY COUNTERCLAIM THEREIN.**

3.7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and all of said counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF file or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

3.8. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any related instrument.

3.9. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The Lender may assign or transfer all or any part of its rights and obligations hereunder without the Guarantor's consent. The Guarantor may not assign or transfer all or any part of their rights and obligations hereunder, except with the prior written consent of the Lender.

3.10. Indemnity. The Guarantor agree to indemnify the Lender and its officers, directors, members, managers, agents and employees from and hold each of them harmless against any and all losses, liabilities, claims, damages or expenses reasonably incurred by any of them arising out of the Transactions, this Agreement, any other Loan Document or by reason of any investigation by governmental or judicial authorities or being made a party to any litigation or other similar proceeding related to the Transactions, this Agreement, any other Loan Document or any use made or proposed to be made by the Borrower of the proceeds of the Loans including, without limitation, the reasonable fees and disbursements of counsel incurred in connection with any such investigation, litigation or other proceeding, except to the extent arising out of the gross negligence or willful misconduct of any indemnified party. The obligations of the Guarantor under this Section 4.10 shall survive termination of this Agreement.

3.11. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Guarantor and the Lender, and supersedes all prior contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof.

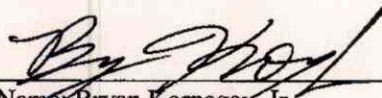
3.12. Payment or Action on Business Day. If the date scheduled for any payment or action under this Agreement or any other Loan Document shall not be a Business Day, then such payment shall be made or such action shall be taken on the next immediately preceding Business Day.

3.13. Continuing Nature of this Agreement. The terms of this Agreement and the rights and the obligations of the Guarantor and the Lender, shall not be impaired or otherwise affected, and no obligation of the Guarantor or the Lender hereunder shall be impaired or released, by any exercise or non-exercise of any right, power or remedy under or in respect of the Obligations or any of the Loan Documents, including, without limitation, any change in the manner, place or terms of payment or any change in respect of any payments thereunder, any renewal, alteration, modification or extension of time of payment of the Obligations, any release or surrender of any security for the Obligations, or the obligations of any endorsers, sureties or guarantors thereof, and any delay or omission in exercising any right or power on account of or in connection with the Obligations.

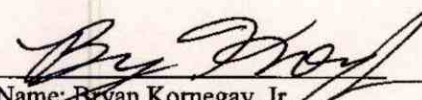
[The remainder of this page is intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered in New York, New York as of the day and year first above written.

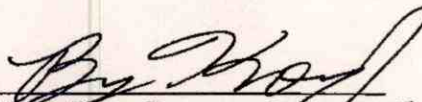
BIONITROGEN HOLDINGS CORP., as Guarantor

By 
Name: Bryan Komegay, Jr.
Title: President and CFO

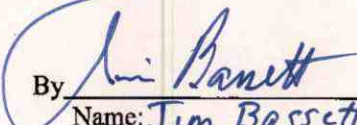
BIO-SNG TECHNOLOGIES INTERNATIONAL
CORP., as Guarantor

By 
Name: Bryan Komegay, Jr.
Title: Director

4A TECHNOLOGIES, LLC, as Guarantor

By 
Name: Bryan Komegay, Jr.
Title: Manager

TAYLOR COUNTY DEVELOPMENT AUTHORITY,
as the Lender

By 
Name: Jim Bassett
Title: Chairman - TCDA



NORTH FLORIDA'S RISING STAR

Minutes Taylor County Development Authority Board Meeting July 14, 2014

Members Present: Jim Bassett, Rick Gardner, Clay Bethea, Rudolph Parker, Commissioner Pam Feagle,

Staff Present: Scott Frederick, Mike Smith, Lavonne Taylor, Ray Curtis

Guest present: Bob Brown, City Manager
Dustin Hinkel, County Administrator
Dawn Taylor, Taylor County Chamber of Commerce

Chairman Jim Bassett opened the meeting at 12:05 p.m. Prayer led by Thomas.

1. The motion to approve the consent items was set by Rudolph and seconded by Pam. The motion was approved.
2. Mike Smith presented a disposition and sale update on the TCDA building located on Industrial Park Dr. The final contract is waiting to be signed by Quality Plus Services.
3. The Board focused on BioNitrogen's \$50,000 request for Kimley Horn to engage in providing engineering services, at the proposed BioNitrogen site. Funding from the project will be procured from the County economic development reserve which has a current balance of \$143,250. A motion was made to move forward with the \$50,000 loan request contingent upon a signed purchase/sale agreement between BioNitrogen and Foley Timber and Land Company. The signed document will then be submitted to the TCDA board attorney, who in turn will execute said agreement. Components of the agreement include that the \$50,000 loan will be repaid by BioNitrogen who will reimburse \$65,000 to the TCDA for the two lots currently under option. The motion was made by Rick and seconded by Pam.
4. The City Council Candidates Forum was discussed.
5. The TCDA board discussed staff salary increases. The motion to raise staff salary by 3% and give staff a onetime 3% bonus effective as of 8/1/2014 was approved. Pam abstained from voting.

Meeting Adjourned at 2:05pm

Next regular meeting is August 11, 2014 at noon.

Lavonne Taylor

TAYLOR COUNTY DEVELOPMENT AUTHORITY

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



NORTH FLORIDA'S RISING STAR

Minutes

Taylor County Development Authority
Special Board Meeting
July 23, 2014

Members Present: Jim Bassett, Rick Gardner, Thomas Demps, Rudolph Parker
Members Absent: Councilmember Mike Deming, Commissioner Pam Feagle, Clay Bethea
Staff Present: Scott Frederick, Lavonne Taylor, Ray Curtis
Guest present: Bob Brown, City Manager

Chairman Jim Bassett opened the meeting at 11:09 a.m.

1. A motion was made by board member Thomas Demps and seconded by Rudolph Parker to authorize the loan agreement with BioNitrogen by Chairman Bassett and to wire funds pursuant to the loan agreement from the TCDA marketing account by Chairman Bassett.

The four members present voted yay
None voted nay

Meeting Adjourned at 11:15 a.m.

Signature, TCDA Assistant

From: [Dustin Hinkel](#)
To: [Driggers Jr., James](#); [Kenneth Dudley](#)
Cc: [Petithomme, Roosevelt](#); [Evans, Kimberly](#); [Margaret Dunn](#); [Theresa A. Copeland](#)
Subject: RE: General Engineering Services Contract
Date: Tuesday, September 02, 2014 9:17:35 AM
Attachments: [image001.png](#)

Great! The meeting starts at 6 PM at the same location as my office.

Margaret, please update the agenda with this item. Please add this email chain as supporting material.

11A. The Board to hear a presentation about LAP certified FDOT projects and discuss options.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

dustin.hinkel@taylorcountygov.com
<http://www.taylorcountygov.com>

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: Driggers Jr., James [mailto:James.DriggersJr@dot.state.fl.us]
Sent: Tuesday, September 02, 2014 8:31 AM
To: Kenneth Dudley
Cc: Dustin Hinkel; Petithomme, Roosevelt; Evans, Kimberly
Subject: RE: General Engineering Services Contract

If you can get me on the agenda for tonight and let me know the time and location, I'll be there!

Thank you,
Jamie Driggers

(Jamie) James M. Driggers, Jr., P.E.
Florida Department of Transportation
District 2 Program Administration Engineer
1109 South Marion Street
Lake City, FL 32025-5874
Phone - (386) 758-3722
Email - James.DriggersJR@dot.state.fl.us

From: Kenneth Dudley [<mailto:county.engineer@taylorcountygov.com>]
Sent: Friday, August 29, 2014 10:43 AM
To: Evans, Kimberly
Cc: Driggers Jr., James; Dustin Hinkel; Petithomme, Roosevelt
Subject: RE: General Engineering Services Contract

Good morning Mrs. Kim.

Dustin and I spoke this morning about where we are in our RFQ process for General Engineering/CEI Services and was thinking that it may be in our best interest at this point in the process, to discuss the opportunities with the Local Agency Program a bit more before moving forward and awarding the general engineering services contract as currently framed. What we would like to consider is maybe having you and Mr. Driggers (and anyone else) come back over possibly next Tuesday evening to discuss the benefits/requirements of the LAP process with our Board. As you know our proposed contract sitting on the desk for execution is a five year broad scope contract. Our thought is that it may be advantageous for us to reformat our SOQ to match the LAP requirements to give us the flexibility to address both our routine County projects as well as any potential LAP projects. The alternative would be the added administrative hassle of having a broad scope five year term general engineering services contract and another set of narrow scope two year term engineering/CEI contracts that we could use on LAP projects. I think that it was mentioned that we would of course have the added flexibility of using FDOT contract services, but I seem to remember it mentioned that cost savings would be noticeable for in-house services/contracts.

What are your thoughts?

Kenneth Dudley, P.E.

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From: Evans, Kimberly [<mailto:Kimberly.Evans@dot.state.fl.us>]
Sent: Thursday, August 28, 2014 2:30 PM
To: Kenneth Dudley
Subject: RE: General Engineering Services Contract

O.K. Hope you have a great Labor Day weekend!

Kim Evans

Local Programs Coordinator
Program Management – MS 2014
1109 South Marion Avenue
Lake City, Florida 32025
phone: 386-961-7402
<mailto:kimberly.evans@dot.state.fl.us>

From: Kenneth Dudley [<mailto:county.engineer@taylorcountygov.com>]

Sent: Thursday, August 28, 2014 8:34 AM

To: Evans, Kimberly

Subject: RE: General Engineering Services Contract

Lots of good stuff.

I will get with Dustin and see what our options are for the current contract.

We may have to get with the Board on this one since we have advertised, received and just not awarded the contract.

Not sure about this one.

All that other stuff is why LAP seems so ominous.

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: Evans, Kimberly [<mailto:Kimberly.Evans@dot.state.fl.us>]

Sent: Wednesday, August 27, 2014 3:01 PM

To: Kenneth Dudley

Cc: Petithomme, Roosevelt; Driggers Jr., James; Blocker, Scott

Subject: FW: General Engineering Services Contract

Kenneth,

Roosevelt has done a great job reviewing the RFQ and providing useful information below. If you are interested in talking more about the process of administering a federal aid project such as LAP, please let Roosevelt or me know. Our District can also offer support in many areas, such as procurement.

Thanks,

Kim Evans

Local Programs Coordinator
Program Management – MS 2014

1109 South Marion Avenue
Lake City, Florida 32025
phone: 386-961-7402
<mailto:kimberly.evans@dot.state.fl.us>

From: Petithomme, Roosevelt
Sent: Wednesday, August 27, 2014 1:46 PM
To: Evans, Kimberly; Driggers Jr., James
Cc: Johnson, David; Blocker, Scott
Subject: RE: General Engineering Services Contract

Kim,

My comments are included in the attached and this email. The contract looks good, just a few federal and state forms/provisions would have to be added such as E-verify and the Appendix A: Federal terms. Currently the contract is setup more like a GEC rather than a continuing services. The County would have to select a specific scope such as design services or CEI rather than grouping them into a single contract. The County would need multiple contracts, but could select from a single advertisement. I've included a link to the professional services checklist and continuing services contract bulletin that should help the County. Additionally, I've attached the required forms. If possible, I'd like to review the RFP.

We have some great options available to assist the County with federal aid projects. I would greatly appreciate the opportunity to have our procurement folks and program management team meet with the County engineering and procurement folks to establish a contract for federal aid projects. We could start with the RFP and work through the process together and ensure federal compliance.

<http://www2.dot.state.fl.us/proceduraldocuments/forms/informs/52501049.pdf>
<http://www.dot.state.fl.us/specificationoffice/LAP/LAPMemos/LAP02-14.pdf>

-
Best Regards,

Roosevelt General Petithomme, CPM
District Local Program Administrator
Florida Department of Transportation District Two
1109 South Marion Ave
Lake City, FL 32025-5874 MS-2014
Ph:386-758-3759 Roosevelt.Petithomme@dot.state.fl.us



From: Evans, Kimberly

Sent: Wednesday, August 27, 2014 12:04 PM
To: Petithomme, Roosevelt; Driggers Jr., James
Subject: FW: Gnereal Engineering Services Contract

Roosevelt,

Taylor County is one of those Counties I mentioned that could handle a LAP based on Kenneth's knowledge in engineering and contract management. Jamie and I meet with Kenneth and discussed the option we now have of using continuing services with LAP.

Taylor County is in the process of writing their General Engineering Services Contract at present. Will you please review Taylor County General Engineering Services Contract and assist in providing information and guidance?

Thanks,

Kim Evans

Local Programs Coordinator
Program Management – MS 2014
1109 South Marion Avenue
Lake City, Florida 32025
phone: 386-961-7402
<mailto:kimberly.evans@dot.state.fl.us>

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO CONSIDER APPROVAL OF THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM REIMBURSEMENT AGREEMENT FOR THE RECONSTRUCTION OF FOLEY CUT-OFF ROAD (CR 356C) AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COMMISSIONERS.

MEETING DATE REQUESTED:

September 2, 2014

Statement of Issue:

Under the Florida Department of Transportation's Small County Road Assistance Program (SCRAP), the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT.

Recommended Action:

The Board of County Commissioners should approve the SCRAP Reimbursement Agreement to resurface or reconstruct Foley Cut-Off Road (CR 356C) from US HWY 27 to Foley Road (CR 30), approximately 1.5 miles. In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chairperson of the Board of County Commissioners to enter into the agreement on the behalf of the Board of County Commissioners.

Fiscal Impact: FISCAL YR 2014/15 - \$816,052.00 SCRAP Funding

Budgeted Expense: NO (FY 14/15)

Submitted By: COUNTY ENGINEER

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Taylor County has elected to participate in the Florida Department of Transportation's Small County Road Assistance Program (SCRAP). Under this program the County receives funding to resurface or reconstruct previously State-owned roadways. In exchange for this funding, the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT along with a resolution that specifically authorizes the Chair of the Board of County Commissioners to enter into the agreement.

Under the proposed reimbursement agreement, Taylor County is responsible for project design, permitting and administration. However, FDOT must first approve the proposed scope of work and successful bidder prior to beginning any construction activities. However, once approved, FDOT will reimburse up to \$816,052.00 toward the construction, design and administration cost of the proposed improvements. The agreement requires that The Board let the construction contract on or before June 30, 2015, and complete the project by December 31, 2016.

In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chair of the Board of County Commissioners to enter into the agreement. A certified copy of the resolution must be returned with the signed agreement to FDOT.

Options:

- 1) Award the proposed reimbursement agreement and resolution.
- 2) Reject the proposed reimbursement agreement and resolution.

Attachments:

FDOT SCRAP Reimbursement Agreement – Foley Cut-Off Road (CR 356C)
Resolution authorizing Chair to sign the agreement on behalf of the Commission

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL COUNTY ROAD ASSISTANCE AGREEMENT

Financial Project No.: 431642-1-58-01
Catalog of State Financial Assistance No.: 55016

This Small County Road Assistance Agreement (this "Agreement") is made this _____ day of _____, 20____ between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and TAYLOR COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

W I T N E S S E T H

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created within the DEPARTMENT pursuant to Section 339.2816, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under FM No. 431642-1-58-01, for costs directly related to the resurfacing or reconstruction of CR 356C (Foley Cutoff Road) from CR 30 to US 27, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY by Resolution No. _____ dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

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

1. SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in **Exhibit A**, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY's standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY's standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The DEPARTMENT must approve any consultant and/or contractor scope of services prior to advertising by the COUNTY. The DEPARTMENT'S approval must be obtained before selecting any consultant and/or contractor for the PROJECT. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable. Said deliverables are described in Exhibit C, attached hereto and made a part hereof.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

TO DEPARTMENT:

Kim Evans, Local Programs Coordinator
Program Management – MS 2014
1109 South Marion Avenue
Lake City, Florida 32025

TO COUNTY:

The Honorable Malcolm Page, Chair
Taylor County BOCC
201 E. Green Street
Perry, Florida 32348

2. TERM

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Construction contract to be let on or before June 30, 2015.
- ii) Construction to be completed on or before December 31, 2016.

B. The COUNTY agrees to complete the PROJECT on or before **December 31, 2016**. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

A. The DEPARTMENT agrees to a maximum participation in the PROJECT in the amount of Eight hundred sixteen thousand fifty two dollars (**\$816,052.00**), further described in **Exhibit B**.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in paragraph 1G, for approval and processing:

- ☐ monthly,
- ☒ quarterly,
- ☐ once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. In the event the COUNTY proceeds with the CEI of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

D. All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

E. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

F. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit N/A, attached hereto and made a part of this Agreement.

H. Deliverables must be received and accepted in writing by the Contract Manager prior to payments.

I. Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.

J. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

K. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

L. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the Florida Department of Transportation - Program Management Office has 10 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Florida Department of Transportation - District Two Financial Services Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

M. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

N. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

O. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the PROJECT, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

P. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT [Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

Q. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

R. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

S. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. **LIABILITY INSURANCE.** The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT's Standard Specifications for Road and Bridge Construction (2010), as amended.

C. **WORKER'S COMPENSATION.** The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in **Exhibit 1**.

B. **MONITORING.** In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget ("OMB") Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but are not limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General ("OIG") and Florida's Chief Financial Officer ("CFO") or Auditor General.

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

- i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year, the COUNTY must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the COUNTY shall consider all sources of State financial assistance, including State financial assistance received from the DEPARTMENT, other state agencies, and other nonstate 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.
- ii. In connection with the audit requirements addressed in paragraph 6.C.i, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. If the COUNTY expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the COUNTY elects to have an audit conducted in accordance with the

provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).

- iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

D. **OTHER AUDIT REQUIREMENTS.** The COUNTY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

E. **REPORT SUBMISSION.**

- i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:
 - a. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us
 - b. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
- ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:
 - a. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us
- iii. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- iv. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the

Auditor General, should indicate the date that the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.

F. **RECORD RETENTION.** The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

7. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

The remainder of this page intentionally left blank.

Auditor General should indicate

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this _____ day of _____, _____, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of _____, _____, and the DEPARTMENT has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this _____ day of _____, _____.



TAYLOR COUNTY, FLORIDA

ATTEST: _____ (SEAL)

BY: _____

CLERK

CHAIRMAN, BOCC

PRINTED NAME: _____

PRINTED NAME: _____

DATE: _____

DATE: _____

Legal Review:

PRINTED NAME: _____

DATE: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)

BY: _____

EXECUTIVE SECRETARY

DISTRICT TWO SECRETARY

PRINTED NAME: _____

PRINTED NAME: _____

DATE: _____

DATE: _____

FDOT Legal Review:

PRINTED NAME: _____

DATE: _____

Availability of Funds

Approval:

(Date)

EXHIBIT 1

FEDERAL and/or **STATE** resources awarded to the COUNTY pursuant to this agreement should be listed below. If the resources awarded to the COUNTY represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the COUNTY represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the COUNTY to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
FDOT	55.016 – Small County Road Assistance Program (SCRAP)	\$816,052.00

Compliance Requirements

1. Allowed: per F.S. 339.2816, Department of Transportation-approved roadway projects involving resurfacing or reconstructing county roads. All projects funded under this section shall be included in the department's work program developed pursuant to F.S. 339.135.

Not allowed: per F.S. 339.2816, capacity improvements on county roads shall not be eligible for funding under the program.

2. Per F.S. 339.2816: any county that has a population of 75,000 or less according to 1990 federal census data and has enacted the maximum rate of the local option fuel tax authorized by s. 336.025(1)(a).

3. Allowable costs: direct project costs (design, construction, construction engineering and inspection)

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

Financial Project No.: 431642-1-58-01
Catalog of State Financial Assistance No.: 55016

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the Taylor County Board of County Commissioners dated _____.

PROJECT LOCATION:

The project is referred to as resurfacing of CR 356C (Foley Cutoff Road) from CR 30 to US 27 Taylor County, Florida.

PROJECT DESCRIPTION:

The project consists of resurfacing the existing roadway as follows:

- Development of design plans;
- Bid and award;
- Construction;
- Construction Engineering and Inspection

AGENCY RESPONSIBILITIES:

The Agency is required to provide a copy of the design plans for the Department's file.

If Right-of-Way activities become apparent, begin coordination with the Department at once.

The Department's maximum participation is not to exceed **\$816,052.00**.

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

The Agency shall provide an Engineer's Estimate and preliminary schedule from the contractor as soon as available.

COMPLIANCE WITH LAWS

The Honorable Malcolm Page, Chair Taylor County BOCC 201 E. Green Street Perry, Florida 32348	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP)	Financial Project ID: 431642-1-58-01
	SCHEDULE OF FUNDING EXHIBIT "B"	Contract Number:

PROJECT DESCRIPTION

Name: CR 356C (Foley Cutoff Road) Length N/A

Termini: from CR 30 to US 27

Description of Work: resurfacing or reconstruction

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(3) STATE & FEDERAL FUNDS (100%)
Design <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Design Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Right of Way <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Right of Way Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Construction <u>2010-2011</u> <u>2011-2012</u> <u>2012-2013</u> <u>2013-2014</u> <u>2014-2015</u> Total Construction Costs	_____ _____ _____ \$816,052.00 _____ \$816,052.00	_____ _____ _____ _____ _____ _____	_____ _____ _____ \$816,052.00 _____ \$816,052.00
Construction Engineering and Inspection <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u> Total Construction Costs	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
Total Cost of Project	_____ \$816,052.00	_____ _____	_____ \$816,052.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available.

RESOLUTION NO. _____

WHEREAS, the Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chair of the Board of County Commissioners to enter into the Florida Department of Transportation's Small County Road Assistance Program (SCRAP) Reimbursement Agreement to resurface or reconstruct Foley Cut-Off Road (CR 356C) from US HWY 27 to Foley Road (CR 30) for approximately 1.5 miles.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that:

1. The Chair of the Board is authorized to enter into the SCRAP Reimbursement Agreement for resurfacing or reconstructing Foley Cut-Off Road (CR 356C) from US HWY 27 to Foley Road (CR 30) for approximately 1.5 miles in Taylor County, Florida.

PASSED in regular session this ____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____

Malcolm Page, Chair

ATTEST:

ANNIE MAE MURPHY, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO HEAR AND DISCUSS ACTION TO BE TAKEN REGARDING A QUITCLAIM DEED BETWEEN THE UNITED STATES MARSHAL AND THE TAYLOR COUNTY SHERIFF, AS AGENDAED BY THE COUNTY ADMINISTRATOR

MEETING DATE REQUESTED:

SEPTEMBER 2, 2014

Statement of Issue:

THE TAYLOR COUNTY SHERIFF PURCHASED A PARCEL OF REAL ESTATE FROM THE UNITED STATES MARSHAL USING FUNDS FROM THE SPECIAL LAW ENFORCEMENT TRUST FUND. THE QUITCLAIM DEED CONVEYS THE PROPERTY TO THE SHERIFF. FLORIDA LAW WOULD SEEM TO INDICATE THAT ONLY THE BOARD OF COUNTY COMMISSIONERS CAN BE HOLDERS OF REAL ESTATE.

Recommended Action:

THE BOARD ACCEPT OWNERSHIP OF THE REAL ESTATE.

Fiscal Impact:

NONE

Budgeted Expense:

N/A

Submitted By:

THE SHERIFF AND THE COUNTY ADMINISTRATOR

Contact:

DUSTIN HINKEL

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE SHERIFF PURCHASED REAL ESTATE FROM THE UNITED STATES MARSHAL'S OFFICE. THE BOARD OF COUNTY COMMISSIONERS PREVIOUSLY APPROVED THE SHERIFF'S REQUEST TO PURCHASE THE PROPERTY. THE QUITCLAIM DEED CONVEYS OWNERSHIP TO THE TAYLOR COUNTY SHERIFF. FLORIDA LAW STATES THAT THE BOARD OF COUNTY COMMISSIONERS HAS EXPRESS AUTHORITY TO HOLD REAL ESTATE.

Options:

Attachments:

QUITCLAIM DEED

UNITED STATES MARSHAL'S QUITCLAIM DEED

This Deed made and entered into this 11th day of August, 2014, between Ed Spooner, United States Marshal for the Northern District of Florida, Grantor, whose address is 111 N Adams Street, Suite 277, Tallahassee, Florida 32301 **and Taylor County Sheriff's Office, Grantee**, whose address is 108 N Jefferson Street, Suite 103, Perry, Florida 32347.

Witnesseth, that in the case entitled *United States of America v. Stephen Mink*, Case No. 4:12cr62 the United States District Court for the Northern District of Florida, on the 23rd day of August, 2013, entered a Final Order of Forfeiture which directed the United States Marshal for the Northern District of Florida to sell the below described property;

Whereas, according to law, the United States Marshal is charged with the duty to dispose of said property;

Now, Therefore, I, Ed Spooner, United States Marshal for said District, by virtue of my office, and by force of the statute in such cases, and for \$10.00 and other valuable consideration, in hand paid to me by Taylor County Sheriff's Office do grant, bargain, sell, set over and forever quitclaim unto Taylor County Sheriff's Office as

Parcel One: Beginning at the SE corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 3, T4S, R7E, thence run N on forty line 630 feet, thence W parallel with the S forty line 210 feet, thence S parallel with the E forty line 630 feet, thence E 210 feet to the Point of Beginning, containing three (3) acres, more or less.

Parcel Two: Beginning at the SE corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 3, T4B, R7E, thence run N on forty line 630 feet for a Point of Beginning, thence from said Point of Beginning continue N a distance 37.49 feet, thence run W parallel with the S forty line 210 feet; thence run S parallel with the E forty line 37.49 feet, thence run E 210 feet to the Point of Beginning;

Parcel ID: R02127-000

also known as: 2762 Pisgah Road, Perry, Florida 32347

In Witness Whereof, I have hereunto set my hand and seal this

11th day of August, 2014

Ed Spooner

Ed Spooner
United States Marshal
Northern District of Florida

STATE OF Florida
COUNTY OF Leon

On this 11th day of Aug in the year 2014 before me, the undersigned,
Ed Spooner, personally appeared before me, and known to
me or proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the within instrument and acknowledged to me that (s)he executed the same in
his/her capacity, that by his/her signature on the instrument, the individual, or the person
upon whose behalf the individual acted, executed the instrument.

