

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, JULY 6 2015

6:00 P.M.

AMENDED

201 E. GREEN STREET

TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE REQUESTS FOR PROPOSALS (RFPS) FOR AN UPGRADE TO THE 3RD FLOOR COURTROOM AUDIO SYSTEM IN THE TAYLOR COUNTY COURTHOUSE, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
5. THE BOARD TO HOLD A PUBLIC HEARING AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR AN APPLICATION FOR A SPECIAL EVENTS PERMIT (MUD-BOG), AS SUBMITTED BY PUDDING CREEK MUD BOG, TO BE HELD JULY 17-19, 2015.

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

CONSENT ITEMS:

6. APPROVAL OF MINUTES OF JUNE 23, 2015.
(COPIES PROVIDED BY E-MAIL)
7. EXAMINATION AND APPROVAL OF INVOICES.
8. THE BOARD TO ACCEPT THE ANNUAL END OF YEAR
RECAPITULATION OF ERROR & INSOLVENCIES FOR ALL AD
VALOREM AND NON AD VALOREM ROLLS IN TAYLOR COUNTY FOR
2014, AS AGENDAED BY MARK WIGGINS, TAX COLLECTOR.
9. THE BOARD TO ACCEPT THE ANNUAL END OF YEAR
RECAPITULATION REPORT FOR THE NON AD VALOREM ROLLS IN
TAYLOR COUNTY FOR 2014, AS AGENDAED BY THE TAX
COLLECTOR.
10. THE BOARD TO CONSIDER PAYMENT OF INVOICE FOR AUDIT OF
FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2014, IN THE AMOUNT OF \$46,370.00, AS
SUBMITTED BY POWELL & JONES, CPAS.
11. THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S
SIGNATURE ON LEASE AMENDMENT P00006 FOR THE PERRY VA
CLINIC, AS AGENDAED BY DANNY O'QUINN, SPECIAL PROJECTS
MANAGER.
12. THE BOARD TO RATIFY THE SIGNATURE OF THE COUNTY
ADMINISTRATOR ON THE TITLE VI/NONDISCRIMINATION
ASSURANCE DOCUMENT FOR THE FLORIDA DEPARTMENT OF
TRANSPORTATION, AS AGENDAED BY DUSTION HINKEL, COUNTY
ADMINISTRATOR.
13. THE BOARD TO AUTHORIZE THE COUNTY ADMINISTRATOR TO
BEGIN IMPROVEMENTS TO THE EXTERIOR AND PARKING LOT
AREA OF THE FACILITY LOCATED AT 433 US 19 NORTH,
PERRY, FLORIDA, AS AGENDAED BY THE COUNTY
ADMINISTRATOR.

ADVISORY COMMITTEE REPORTS:

14. THE BOARD TO MAKE AN APPOINTMENT TO THE TAYLOR COUNTY
RECREATION ADVISORY BOARD (TCRAB), AS AGENDAED BY THE
COUNTY ADMINISTRATOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

15. THE BOARD TO CONSIDER A REQUEST FROM THE SHERIFF FOR A TRANSFER OF MONEY FROM THE SPECIAL LAW ENFORCEMENT TRUST FUND, AS AGENDAED BY SHERIFF L.E. "BUMMY" WILLIAMS.
16. THE BOARD TO APPOINT TWO (2) REGULAR MEMBERS, ONE (1) ALTERNATE MEMBER AND ONE (1) CITIZEN APPOINTMENT TO THE 2015 VALUE ADJUSTMENT BOARD (VAB), AND APPOINT CHAIRMAN OF SAME, AS AGENDAED BY ANNIE MAE MURPHY, CLERK.

COUNTY STAFF ITEMS:

17. THE BOARD TO REVIEW PROPOSED FINAL PLAT FOR KINGFISHER COVE SUBDIVISION IN ACCORDANCE WITH SECTION 42-126 TAYLOR COUNTY CODE OF ORDINANCES, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
18. THE BOARD TO CONSIDER APPROVAL OF CONTRACTUAL SERVICES AGREEMENT FROM FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.
- 18A. THE BOARD TO CONSIDER APPROVAL OF MOSQUITO CONTROL BUDGET AMENDMENT NO.3 WITH FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.
19. THE BOARD TO REVIEW AND APPROVE TABULATION OF BIDS AND RECOMMENDATION OF AWARD OF THE BASE BID AND ADDITIVE ALTERNATE A WITH RECOMMENDED CHANGES, TO PETTIBONE CONCRETE CONSTRUCTION, INC., FOR PHASE 1 OF THE APRON REHABILITATION PROJECT AT PERRY FOLEY AIRPORT, AS AGENDAED BY MELDOY COX, GRANTS DIRECTOR.
20. THE BOARD TO APPROVE FISCAL YEAR 2015-2016 FUNDING CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION FOR THE STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM (SHIP) FOR THE COUNTY TO BE ELIGIBLE TO RECEIVE \$350,000 IN HOUSING ASSISTANCE FUNDING FOR FY 2015-2016, AS AGENDAED BY THE GRANTS DIRECTOR.
21. THE BOARD TO CONSIDER APPROVAL OF MOVING FORWARD WITH THE PREPARATION OF A HURRICANE LOSS MITIGATION PROGRAM-RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM

(RCMP) GRANT APPLICATION AND WAIVER OF PUBLIC HEARINGS DUE TO THE TIGHT TIMELINES OF THE GRANT APPLICATION SUBMISSION DEADLINE, AS AGENDAED BY THE GRANTS DIRECTOR.

22. THE BOARD TO REVIEW AND APPROVE A GRANT APPLICATION TO THE FEDERAL AVIATION ADMINISTRATION (FAA) REQUESTING FUNDING ASSISTANCE FOR THE REHABILITATION OF THE CONCRETE APRON AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.
23. THE BOARD TO REVIEW AND APPROVE TASK ORDER 4 WITH AVCON, INC., IN THE AMOUNT OF \$122,690 FOR THE DESIGN, ENGINEERING, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE PERRY-FOLEY AIRPORT APRON REHABILITATION PROJECT, AS AGENDAED BY THE GRANTS DIRECTOR.

GENERAL BUSINESS:

24. THE BOARD TO ACCEPT A DONATION FROM GEORGIA-PACIFIC/FOLEY CELLULOSE TOWARDS RENOVATION OF FOREST CAPITAL HALL, AS AGENDAED BY SCOTT MIXON, PUBLIC AFFAIRS MANAGER.
25. THE BOARD TO APPOINT PAM FEAGLE AS ITS' REPRESENTATIVE TO THE 2016 COUNTY CANVASSING BOARD, AND APPOINT JIM MOODY AS THE OFFICIAL ALTERNATE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
26. THE BOARD TO AUTHORIZE ITS FINANCIAL ADVISOR, MITCH OWENS, RBC CAPITAL MARKETS, TO RESEARCH AND RECOMMEND FAVORABLE OPTIONS FOR REFINANCING THE COUNTY'S BOND DEBT FOR DOCTORS' MEMORIAL HOSPITAL (DMH), AS AGENDAED BY THE COUNTY ADMINISTRATOR.
27. THE BOARD TO DISCUSS AND APPROVE DATES FOR BUDGET WORKSHOPS AND A SPECIAL MEETING FOR ADOPTING A PROPOSED MILLAGE RATE FOR FY 2015-16, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY ADMINISTRATOR ITEMS:

28. THE BOARD TO CONSIDER APPROVAL OF A CONTRACT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AND TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS FOR FUEL CARD SERVICES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

29. 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:



Public Hearing for Pudding Creek Mud Bog Special Event

MEETING DATE REQUESTED:

July 6, 2015

Statement of Issue: Board to hold public hearing to consider approval of a Mud Bog Special Event application.

Recommendation: Hold public hearing

Fiscal Impact: Increase in tourism

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Planning Staff received an application from the Pudding Creek Mud Bog to hold a Mud Bog Special Event on July 17-19, 2015. The event is scheduled to take place at the Pudding Creek Mud Bog site located at 6519 S. Red Padgett Road. Section 10-65 of the Code of Ordinances requires that special events with attendance greater than 1,000 must be approved by the County Commission at a public hearing. The application reflects that attendance is anticipated to meet the public hearing criteria. The applicant states that the insurance will be provided to the Planning Department before the event date.

Options:

1. Approve the application.
2. Deny the application.

Attachments:

1. Copy of application and associated documents.
2. Copy of legal public hearing notice.

MUD BOG CHECKLIST

EVENT NAME: PUDDING CREEK MUD BOG

1.	APPLICANTS NAME	X
2.	PHYSICAL LOCATION	X
3.	LEGAL DESCRIPTION	X
4.	WAIVER FROM ADJOINING PROPERTY OWNERS	X
5.	DATE & HOURS OF EVENT	X
6.	MAXIMUM ATTENDANCE – Applicant has no way of determining maximum attendance.	
7.	SECURITY STATEMENT	X
8.	AMBULANCE STATEMENT (DMH-EMS with hospital CEO signature)	X
9.	MAP OF PROPERTY	X
10.	PROPERTY WITHIN 660 FEET OF EVENT	X
11.	LOCATION OF PARKING	X
12.	LIST OF OWNERS WITHIN 660 FEET	X
13.	OWNER STATEMENT	X
14.	HOLD HARMLESS & ENTRY CONSENT STATEMENT	X
15.	WASTE HAULER STATEMENT	X
16.	INSURANCE STATEMENT – Will be provided to the Planning Department before event dates.	
17.	SANITARY FACILITY PROVIDER STATEMENT	X

COMPLETED BY:

W. D. Griner

William D. (Danny) Griner

DATE:

6/30/15

**NOTICE OF PUBLIC HEARING
PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES
(ORDINANCE NO. 2001-12)**

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Monday, July 6, 2015 at 6:05 p.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for a SPECIAL EVENTS PERMIT (MUD-BOG) to be held on July 17-19, 2015 from 7:00 a.m. to 6:00 p.m. The event will be held at the Pudding Creek Mud Bog site located at 6519 S. Red Padgett Road, Perry, Florida.

The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.

NOTICE OF PUBLIC HEARING
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TAYLOR COUNTY CODE OF
ORDINANCES

(ORDINANCE NO. 2001-12)

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BY ORDER OF THE BOARD OF
COUNTY COMMISSIONERS, Taylor
County, Florida.

6/26

MALCOLM PAGE District 1	JIM MOODY District 2	JODY DEVANE District 3	PAM FEAGLE District 4	PATRICIA PATTERSON District 5
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TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
P. O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

JACK BROWN, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

APPLICATION FOR SPECIAL EVENT PERMIT

FEE: \$250.00

PERMIT TYPE: MUD BOG

DATE: _____

APPLICANT NAME: John Knight

MAILING ADDRESS: 6580 Hwy 19 South Perry FLA 32348

PROPERTY OWNER: Eldon Sadler

PROPERTY ADDRESS: South Red Padgett Rd (6519)

PHONE#: 850 371-2525

PARCEL #: 08608-302

08609-100

PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- | | |
|-----------------------------------|--------------------------|
| 1. <u>Foley Land & Timber</u> | 2. <u>LESSIE L CRUCE</u> |
| 3. <u>DAN SIMMONS</u> | 4. <u>JOE BROCK</u> |
| 5. <u>ERNEST HUCK</u> | 6. <u>ELDON SADLER</u> |
| 7. <u>FLOREE POSEY</u> | 8. _____ |

EVENT DATE(S): START: 7-17-15 END: 7-19-15

EVENT DATE(S): START: _____ END: _____

EVENT DATE(S): START: _____ END: _____

EVENT DATE(S): START: _____ END: _____

HOURS OF OPERATION: START: 7:00 AM END: 6:00 PM

EXPECTED ATTENDANCE: 1000 MAXIMUM ATTENDANCE: _____

SECURITY PROVIDER: SHERIFFS OFFICE ☒ PRIVATE SECURITY ☐

(Attach statement from provider)

SANITARY FACILITIES PROVIDER: Howdy's Rent A Toilet

SOLID WASTE CONTRACTOR: Waste Pro ON SITE

SPECIAL EVENT WAIVER

DATE: April 1 2015

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from April 1st, 2015 through MARCH 31st, 2018.

Ernest A. Houck
Print Name

Ernest A. Houck
Signature

SPECIAL EVENT WAIVER

DATE: April 1, 2015 TWO EVENTS PER YEAR QJ.

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from April 1, 2015 through MARCH 31, 2018.

Dan Simmons
Print Name

Dan Simmons
Signature

SPECIAL EVENT WAIVER

DATE: April 1, 2015

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from April 1, 2015 through march 31, 2018.

Walter J. Brock
Print Name

Walter J. Brock
Signature

SPECIAL EVENT WAIVER

DATE: April 1 2015

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from April 1 2015, 2015 through MARCH 31st, 2018

Foyce Posey
Print Name

Foyce Posey
Signature

SPECIAL EVENT WAIVER

DATE: 5/12/2015

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property during the next twelve months.

Travis McCoy
Print Name

Travis McCoy
Signature

SPECIAL EVENT WAIVER

DATE: 5-31-2015 Thru 5-31-2018

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Lessie Coland
Print Name

Lessie Coland
Signature

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

March 31, 2015

To Whom It May Concern:

Pudding Creek "John Knight" has requested a letter from the Sheriff advising that the Taylor County Sheriff's Office will provide security for their mud bogs on July 16, 2015 starting at 2pm until July 19, 2015 ending at 5pm.

Thank you,

A handwritten signature in black ink, appearing to read "L.E. Bummy Williams".

L.E. "Bummy" Williams, Sheriff
Taylor County Sheriff's Office

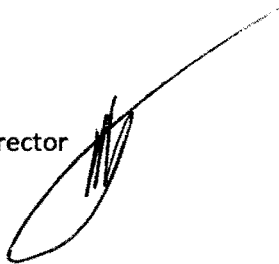
DOCTORS' MEMORIAL HOSPITAL

A partnership with Tallahassee Memorial HealthCare
Doctors Memorial Hospital - Emergency Medical Services

Date: 5/4/2015

From: Albert "Mac" Leggett, EMS Director

Ref: Puddin Creek Mud Bogs



This letter is to verify that Doctor's Memorial Hospital EMS will provide ambulance coverage to Puddin Creek Mud Bogs on the following dates:

July 17th 9am – 5pm

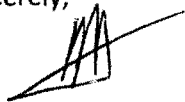
July 18th 9am – 5pm

July 19th 9am – 5pm

This coverage will include a dedicated unit for the duration of each event. The cost of EMS services is \$100 per hour from 9am – 5pm. If after hour coverage is requested, it shall be at \$100 per additional half hour.

Please feel free to contact me if you have any questions.

Sincerely,



Albert "Mac" Leggett

EMS Director













Doctors Memorial Hospital

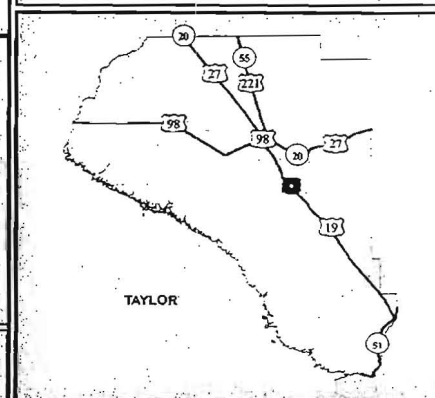
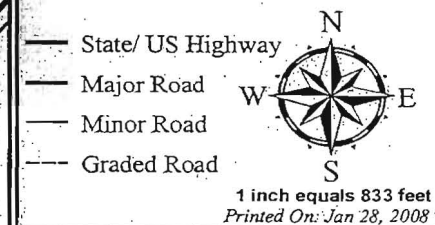
(850) 584-2227

Taylor County Growth Management Division

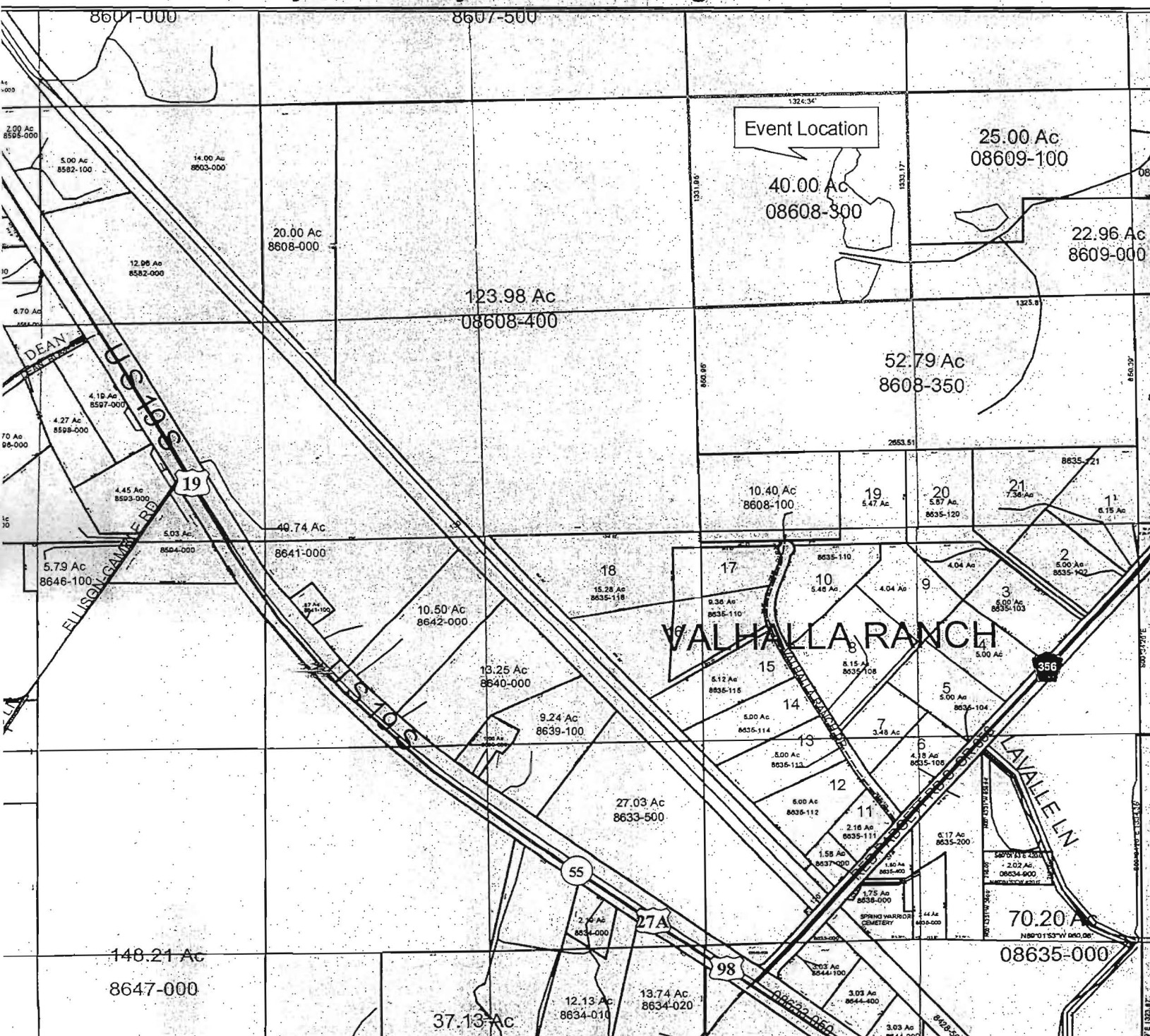
Legend

Future Land Use Map

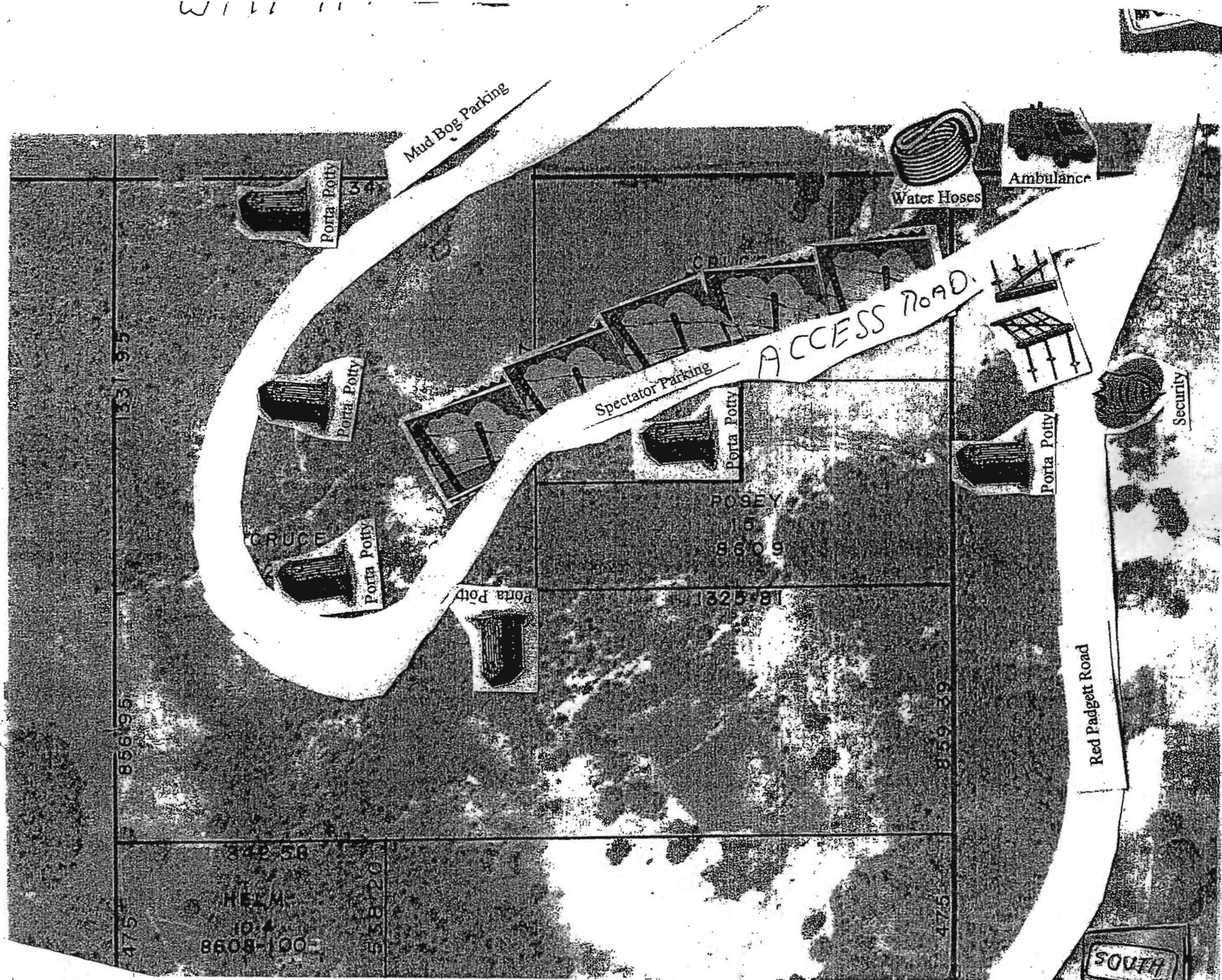
-  Municipal Limits
-  Conservation
(1 unit/40 Acres)
-  Agriculture - 2
(1 unit/10 Acres)
-  Agriculture - 1
(1 unit/20 Acres)
-  Agriculture - Rural
(1 unit/5 Acres)
-  Mixed Use - Rural Residential
(1 unit/2 Acres)
-  Mixed Use - Urban Development
(2 Units/Acre)
Designated Urban Dev. Area
-  Aviation Related Commercial
-  Water Oriented Commercial
-  Industrial
-  Public
-  Parcel Boundaries



MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT
This information was compiled from the best information available and the Taylor
County Board of County Commissioners assume no responsibility for errors or omissions.



VALHALLA RANCH



ADJOINING PROPERTY PROTECTION AGREEMENT

I Eldon Sadler, owner of the property described as follows:

Address: South R.R. Padgett 6519

Section: 21 Township: 05 Range: 08 Parcel#: 08608-300

I agree to reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant/owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event on the 17th thru 19th day of July, 2015, not been held.

The owner of the property and the applicant for the event must sign this agreement, and by signing same I warrant ownership of said property.

DATED this 1st day of JUNE, 2015

Rabert Fench
WITNESS

Rabert Fench
WITNESS

Eldon Sadler
OWNERS NAME

John Knight
APPLICANT'S NAME

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared John Knight + Eldon Sadler, to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 1st day of JUNE, 2015.

John Joseph Rodgers
NOTARY PUBLIC
My Commission Expires:



RELEASE AND HOLD HARMLESS AGREEMENT

I Eldon Sadler, owner of the property described as follows:

Address: South Red Picket Rd 6519

Section: 21 Township: 05 Range: 08 Parcel#: 08608-302

Agree to hold harmless and indemnify Taylor County and the Sheriff, as well as the Board of County Commissioners, all County employees, agents, appointees, and designees from any and all manner action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever, which may result from or be in any way connected or related to the event on the 17th June 19th day of July, 20 15

This right of ingress and hold harmless must be signed by the owner(s) of the property and by signing same I warrant ownership of said property.

DATED this 1st day of JUNE, 20 15

Karl Fend
WITNESS


Eldon Sadler
OWNERS NAME

WITNESS

OWNERS NAME

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared Eldon Sadler, to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 1st day of JUNE, 20 15

John Joseph Rodgers
NOTARY PUBLIC
My Commission Expires:
 **JOHN JOSEPH RODGERS**
MY COMMISSION #FF81815
EXPIRES: January 23, 2018
Bonded Thru Notary Public Underwriters

Jami Boothby

From: Morgan Mills <mmills@wasteprousa.com>
Sent: Tuesday, June 30, 2015 9:08 AM
To: Jami Boothby
Subject: Re: Pudding Creek Mud Bog

Our cans will be at the event from July 16th and until July 21st.

Sent from my iPhone

On Jun 30, 2015, at 8:39 AM, Jami Boothby <building.tech@taylorcountygov.com> wrote:

The event dates for the Pudding Creek Mud Bog are July 17-19, 2015. The email you sent states you are supplying service on July 16th through the 18th. I need something for the correct dates. If you are not supplying service for these dates, please let me know. If I can get something on this before 10:00 this morning that would be great. Thank you.

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

This e-mail message is intended only for the use of the addressee and may contain information that is privileged, confidential and/or exempt from disclosure. If you are not the intended recipient, please do not disseminate or copy this e-mail. Instead, please notify me immediately by return e-mail/telephone and then delete and discard all copies of the e-mail.

Jami Boothby

From: Danny Griner
Sent: Friday, June 12, 2015 10:23 AM
To: Jami Boothby
Subject: FW: Pudding creek mud bogg

Importance: High

From: Morgan Mills [mailto:mmills@wasteprousa.com]
Sent: Friday, June 12, 2015 10:22 AM
To: Danny Griner
Subject: FW: Pudding creek mud bogg
Importance: High

From: Morgan Mills
Sent: Friday, June 12, 2015 9:55 AM
To: 'buildingdirector@taylorcounty.gov.com'
Cc: 'puddincreekmudbogg@gmail.com'
Subject: FW: Pudding creek mud bogg
Importance: High

Good morning, to whom it may concern

We are providing solid waste services for the Pudding Creek Mud Bogg in July from 16th-18th. If you need anything from us other then this email to confirm this let me know.

Thank you,

Morgan Mills
Midway, FL
Office #850-561-0800
Fax #850-531-0800
mmills@wasteprousa.com



From: JOHN KNIGHT [mailto:puddincreekmudbogg@gmail.com]
Sent: Thursday, June 11, 2015 1:24 PM
To: Loyd Childree
Subject: Pudding creek mud bogg

Pudding creek address: 6519 south red Padgett rd.
Perry, fl 32348

Billing Address is 6580 highway 19 south perry, fl 32348
phone #850-371-2525

Would you please e-mail The county permit office that we have services with waste pro for the dates of July 17th mud bogg and forward me a copy thank you.

County E-mail is buildingdirector@taylorcounty.gov.com

Fax # is 838-3501 county office

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

This e-mail message is intended only for the use of the addressee and may contain information that is privileged, confidential and/or exempt from disclosure. If you are not the intended recipient, please do not disseminate or copy this e-mail. Instead, please notify me immediately by return e-mail/telephone and then delete and discard all copies of the e-mail.

ALLEN JENKINS
(850) 656-8633

PERMIT LETTER
HOWDY'S RENT A TOILET
5565-A Crawfordville Rd
Tallahassee FL 32305



APRIL3, 2015

TAYLOR COUNTY BOARD OF COMMISSIONERS
ATT : PERMIT DEPARTMENT

RE : *PUDDIN CREEK MUD BOGG*
LOCATION : S. RED PADGETT RD.
JULY 16-19, 2015

THIS LETTER IS TO INFORM YOU THAT WE ARE PROVIDING PORTABLE
TOILETS @ THE ABOVE MENTIONED EVENT.

WE WILL PROVIDE SERVICE OF UNITS EACH DAY OF THE EVENT. WE WILL
DELIVER UNITS THE DAY BEFORE THE EVENT STARTS, AND PICKUP ON MONDAY
AFTER EVENT ENDS.

IF YOU SHOULD HAVE ANY QUESTIONS REGARDING THIS MATTER, PLEASE
CONTACT ME @ (850) 656-8633.

THANK YOU,

KELLEY A. JENKINS
(OWNER)

8

MARK WIGGINS, TAX COLLECTOR
OFFICE OF THE TAX COLLECTOR
Taylor County • Post Office Box 30
Perry, Florida 32348-0030

Property Tax Office
Taylor County Courthouse

Phone 850-838-3580
Fax 850-838-3543

June 29, 2015

Honorable Pat Patterson, Chairman
Taylor County Board of County Commission
Perry, FL 32347

Dear Mrs. Patterson,

Attached please find the Annual End of Year Recapitulation of Error & Insolvencies for all Ad Valorem & Non Ad Valorem Rolls in our county for 2014.

If there are any questions please do not hesitate to contact me.

Respectfully yours,



Mark Wiggins
Taylor County Tax Collector

MW/ke



Forest Capital of the South



INSTRUCTIONS

TO TAX COLLECTORS:

- (1) Use this for the last sheet on your list of errors, insolvencies, double assessments, and discounts.
- (2) Do not list any item without showing the reason or code in the right-hand marginal column.
- (3) Group together as much as possible all items coming under one head. For instance, place all Errors under one heading, all Double Assessments under another, Exemptions under another, etc.
- (4) On exemptions specify whether widow, veteran, homestead, disability, etc.

RECAPITULATION

I, MARK WIGGINS, Tax Collector of TAYLOR County, Florida,

hereby certify that the within and foregoing is a true list of all; ERRORS, INSOLVENCIES, DOUBLE ASSESSMENTS and DISCOUNTS on the Assessment Roll for the year 2014; that all errors and double assessments have been plainly indicated on the Assessment Roll; that the discounts were actually earned for the month as shown; that no exemptions, other than those shown on the Assessment Roll, have been allowed by me except upon a showing of satisfactory proof that each such claim was just and legal; that each item herein marked as insolvent is in fact insolvent and, although diligent search has been made by me I have been unable to find any property upon which levy can be made to enforce the payment of the tax; that I have not collected any of the items shown on this list.

I am, therefore, entitled to credit against the 2014 Assessment Roll in the following amounts:

PROPERTY APPRAISER CORRECTIONS		\$ 45,479.00
Errors		\$
Insolvencies		\$
Double Assessments		\$
Discounts		\$ 724,967.00
Federal Bankruptcies		\$ 1,326.00
Others: (Specify)	NON-AD VALOREM TAX ROLL ERROR & EXEMPTIONS	\$ 12,367.00
	NON-AD VALOREM DISCOUNTS	\$ 26,269.00
		\$
Total		\$ 810,408.00

Dated this 29th day of JUNE, 2015


Tax Collector, TAYLOR County

TO COUNTY COMMISSIONERS:

READ CAREFULLY THE CERTIFICATE BELOW BEFORE SIGNING.

RECAPITULATION

WE, the undersigned members of the Board of County Commissioners in and for the County of TAYLOR, Florida, hereby certify that we have carefully examined and compared each item in the within and foregoing list and the Tax Collector has stricken from this list and made a separate list of such items, which in our judgment should be collected by the Tax Collector; that to the best of our knowledge, information and belief such list is now correct, just and legal and Hon. MARK WIGGINS, Tax Collector, is therefore entitled to credit on account of said list for the following amounts:

PROPERTY APPRAISER CORRECTIONS		\$ 45,479.00
Errors		\$
Insolvencies		\$
Double Assessments		\$
Discounts		\$ 724,967.00
Federal Bankruptcies		\$ 1,326.00
Others: (Specify)	NON-AD VALOREM TAX ROLL ERROR & EXEMPTIONS	\$ 12,367.00
	NON-AD VALOREM DISCOUNTS	\$ 26,269.00
		\$
Total		\$ 810,408.00

Dated this 29th day of JUNE, 2015

Chairman

Member

Member

Member

Member

ATTEST:

Clerk

9

MARK WIGGINS, TAX COLLECTOR
OFFICE OF THE TAX COLLECTOR
Taylor County • Post Office Box 30
Perry, Florida 32348-0030

Property Tax Office
Taylor County Courthouse

Phone 850-838-3580
Fax 850-838-3543

June 29, 2015

Honorable Pat Patterson, Chairman
Taylor County Board of County Commission
Perry, FL 32347

Dear Mrs. Patterson,

Attached please find the Annual End of Year Recapitulation Report for the
Non Ad Valorem Rolls in our county for 2014.

If there are any questions please do not hesitate to contact me.

Respectfully yours,



Mark Wiggins
Taylor County Tax Collector

MW/ke



Forest Capital of the South



**TAX COLLECTOR'S RECAPITULATION OF THE NON AD VALOREM TAX ROLL FOR TAYLOR COUNTY, FLORIDA.
2014**

EVERY SPACE MUST BE FILLED IN
WHERE THERE ARE SPACES THAT
ARE NOT APPLICABLE, WRITE "NONE".

DEBITS:

	LANDFILL (1)	OCEAN POND (2)	DEERWOOD (3)	WARRIOR CREEK (4)	STRICKLAND LANDING (5)	OAKRIDGE ESTATE (6)	STEINHATCHEE ACRES (7)	BOWDENS SUBDIVISION (8)	CEDAR ISLAND EAST (9)	SCALLOP BAY (10)	GULF COAST ESTATE (11)	TOTAL NON AD VALOREM TAXES (12)
1. Taxes Levied as Certified to Department of Revenue by Property Appraiser	1,058,593	4,935	6,545	1,505	5,450	990	27,118	1,679	-	2,506	4,490	1,113,811
2. Plus Additions to the Roll	233	-	-	-	-	-	-	-	-	-	-	233
3. Less Subtractions from the Roll including Rounding Error	-	-	-	-	-	-	-	-	-	-	-	-
4. Penalties Collected on Current Roll	4,027	15	16	9	27	-	35	8	-	9	4	4,150
5. Total Taxes Levied on 20__ Tax Roll	1,062,854	4,950	6,561	1,513	5,477	990	27,153	1,686	-	2,515	4,494	1,118,193

CREDITS:

Prior Year Corrections	136											136
6. Total Monies Collected (including Individual Tax Sale Certificates)	1,009,070	4,826	6,330	1,490	5,283	950	26,175	1,637		2,464	4,352	1,062,577
7. Discounts Allowed	24,848	123	161	24	144	40	686	50		51	142	26,269
8. Total Cash Credits on Collections (6 + 7)	1,034,054	4,950	6,491	1,513	5,427	990	26,861	1,686	-	2,515	4,494	1,088,982
9. Warrants Pending	-	-	-	-	-	-	-	-	-	-	-	-
10. County Tax Sale Certificates	16,502	-	70	-	50	-	292	-	-	-	-	16,913
11. Errors and insolvencies	12,367	-	-	-	-	-	-	-	-	-	-	12,367
12. Uncollected Taxes Due to Pending Litigation	-	-	-	-	-	-	-	-	-	-	-	-
13. Penalties and Interest on Warrants	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
14. Over (-) or Under (+) Collected	67	-	-	-	-	-	-	-	-	-	-	67
15. Total Credits	1,062,854	4,950	6,561	1,513	5,477	990	27,153	1,686	-	2,515	4,494	1,118,193

(Lines 5 and 15 Should Balance)

I certify that the information contained herein is accurate and correct to the best of my knowledge and belief.

Dated: 6/29/15

Signature: 

Tax Collector

INPUT

DATE

Amended

POWELL & JONES
Certified Public Accountants

Richard C. Powell, CPA
Marian J. Powell, CPA

June 12, 2015

(10)
Please remit to:
1359 SW Main Blvd.
Lake City, FL 32025
386-755-4200
Fax: 386-719-5504

Taylor County
P.O. Box 620
108 N. Jefferson
Perry, FL 32348

Invoice 5507

For Professional Services

Audit of financial statements for the fiscal year ended September 30, 2014.

Total fee per agreement \$ 45,640

Prior year fee \$ 45,640

CPI-U 1.6% 730

\$ 46,370

0119-53200

RECEIVED

JUN 17 2015

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Agenda / consent

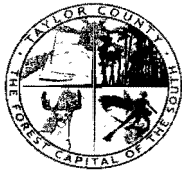
7/6/15

Florida Institute of Certified Public Accountants
American Institute of Certified Public Accountants

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON LEASE AMENDMENT P00006 FOR THE PERRY VA CLINIC, AS AGENDAED BY DANNY O'QUINN, SPECIAL PROJECTS.

MEETING DATE REQUESTED:

JULY 6, 2015

Statement of Issue:

THIS AMENDMENT REFLECTS THE COST OF A CONCRETE PAD TO BE ADDED AT THE EXPENSE OF THE VETERAN'S ADMINISTRATION, NOT THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS.

Recommended Action:

APPROVE THE LEASE AMENDMENT

Fiscal Impact:

NOT TO TAYLOR COUNTY

Budgeted Expense:

N/A

Submitted By:

DANNY OQUINN, SPECIAL PROJECTS

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

ITEMIZED CHANGES AND LEASE AMENDMENT

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE**

LEASE AMENDMENT NO. P00006

TO LEASE NO. VA248-13-L-0077

PDN Number:

LEASE AMENDMENT

ADDRESS OF PREMISES PERRY VA CLINIC
1224 NORTH PEACOCK AVENUE

PERRY, FLORIDA 32347

THIS AMENDMENT is made and entered into between
TAYLOR, COUNTY OF

201 E GREEN ST
PERRY FL 323472737

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, covenant and agree that the said Lease is amended, effective 06-18-2015 as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to change the total amount currently allocated for
Build-out costs due to increased costs as a result of discovering the need for a concrete slab located at the rear
of the building.

As there will be no Janitorial Closet in the clinic, housekeeping was provided a spigot in the rear of the building
to wash mops, buckets, etc. However, as there is only dirt located around the spigot, a concrete slab will be
needed to eliminate dirt and mud being tracked into the clinic.

Therefore, the total amount of the Build-out costs has changed from \$125,881.00 to **\$126,134.24**, for an increase
of \$253.24. The total amount of the Lease Agreement has changed from \$137,560.24 to **\$137,813.48**, for an increase
of \$253.24.

All other terms and conditions of the Lease Agreement, to include the annual shell rental amount of \$11,679.24.
remain unchanged.

Funds for this action are covered under Obligation Number 573-C-43048, Modification #0004.

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [Signature]
Name: Dustin Hinkel
Title: County Administrator
Entity Name: Taylor County
Date: 6/22/15

FOR THE GOVERNMENT:

Signature: _____
Name: RACHEL GRINER
Title: Lease Contracting Officer
Department of Veterans Affairs
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: Mariella Bridier
Title: Human Resources Director
Date: 6.22.15

COST PROPOSAL FOR VA SIDEWALK AND SLAB

1 YD-CONCRETE---107.20

TRUCK SHORTAGE FEE---100.00

2X4 FOR FRAMING--26.04

18FT WELDED WIRE--20.00

TOTAL--\$253.24

CONSTRUCTION PROJECT - ESTIMATE WORKSHEET					Date 6/18/2015, Rev. 6		Sheet 1 of 1		
LOCATION Perry VA Clinic Perry, Florida				Project Name: TAYLOR COUNTY VA CLINIC New Lease: YES Tenant Improvements			Type of Estimate <input checked="" type="checkbox"/> No Design <input checked="" type="checkbox"/> Preliminary <input type="checkbox"/> Final <input type="checkbox"/> Other		
Alt New Index		Building No.		Drawing No.					
VA248-13-L-0077				None					
TENANT IMPROVEMENTS		LABOR			MATERIALS				SYSTEM
		QTY	UNIT	\$/UNIT	TOTAL	QTY	UNIT	\$/UNIT	TOTAL
Supervisor		40	day	\$213	\$8,533				\$0
Mobilization		1	EA	\$4,423	\$4,423		EA		\$0
Demobilization		1	EA	\$4,423	\$4,423		EA		\$0
					0				
Tenant Improvements					0				
3.10 Exterior Signs						1	EA	\$1,000	\$1,000
H.D.A. Hand rail							EA	\$0	\$0
3.17 Accessibility					\$0	5	YARDS	\$95	\$475
3.18 Ceilings					\$0	1	JOB		\$3,117
3.19 Exterior and Common Area Doors and Hardware						1	JOB	\$5,980	\$5,980
3.21 and 5.08 Partitions						1	JOB	\$1,544	\$1,544
Exterior Entrance Door									\$0
3.23 Painting						10	GAL	\$36	\$360
3.24 Floors						47	BOX	\$47	\$2,209
Floor Glue - Product						4	GAL	\$65	\$260
3.25 Floor Covering and perimeters/glue						550	FEET	\$6	\$3,300
3.27 Electrical						1	JOB	\$1,653	\$1,653
3.29 Plumbing - hot & cold water risers and domestic waste and vent risers						2	EA	\$50	\$100
3.30 Drinking Fountain						1	LS	\$799	\$799
3.31 Restrooms (relocate 2 waterclosets, install 2 new lavatories, install 5 additional sinks, stall mirror at each sink, toilet paper dispensers in each restroom, coat hook in each restroom, sanitary napkin dispenser in each women's restroom and grab bars)					0	1	JOB	\$10,854	\$10,854
3.32 Plumbing fixtures					0	5	EA	\$330	\$1,650

CO estimate
Stanley to ins

3/26/2015

CO Increase

3/36/2015

3.33 Heating, ventilation and A/C - any ductwork that shall be reused or remain in place shall be cleaned.					2	EA	\$1,441	\$2,882	\$2,882
3.34 Telecommunications: Room Construction					1	EA	\$5,000	\$5,000	\$5,000
3.36 and 5.18 Lighting: Interior and Parking				\$0	1	JB	\$3,348	\$3,348	\$3,348
5.03 Window Covering				\$0	1	JOB	\$260	\$260	\$260
5.05 Interior Doors					2	JOB	\$2,776	\$5,552	\$5,552
5.06 Doors: Hardware					1	job	\$2,120	\$2,120	\$2,120
5.07 Doors: Identification					16	EA	\$25	\$400	\$400
5.08 Drywall Finish - Contracted out					1	JOB	\$2,507	\$2,507	\$2,507
5.09 Wall Finishes					40	EA	\$13	\$502	\$502
5.10 Painting					24	GAL	\$36	\$864	\$864
5.11 Floor					1	JOB	\$3,540	\$3,540	\$3,540
5.12 Heating and Air Conditioning					1	JOB	\$6,218	\$6,218	\$6,218
5.13 Electrical: Distribution - EXCEPT TELEPHONE AND DATA OUTLETS					1	JOB	\$2,000	\$2,000	\$2,000
5.14 Canopy - Front Entrance					1	JOB	\$5,000	\$5,000	\$5,000
5.17 Casework for Lab, Room 105, and Reception Window, 103					1	JOB	\$6,077	\$6,077	\$6,077
5.17(a) Eye Wash Station for Lab					1	JOB	\$350	\$350	\$350
*****CHANGE ORDER #0006 (6/18/2015)*****									
Concrete Pad under spigot at the rear of the building needed for Janitorial Contractor					1	JOB	\$253	\$253	\$253
*****CHANGE ORDER #0001 (1/6/2015)*****									
Sidewalk from parking lot: this figure could double if water/sewer services need to be routed					1	JOB	\$2,000	\$2,000	\$2,000
10' X 12' Shed with floor anchored to existing concrete slab					1	JOB	\$2,200	\$2,200	\$2,200
Flag Pole installation					1	JOB	\$2,200	\$2,200	\$2,200
Flag Pole light with sensor					1	JOB	\$334	\$334	\$334
SUB-TOTAL									\$104,287
OVERHEAD	10%								\$ 10,429
SUB-TOTAL									\$ 114,716
PROFIT	10%								\$ 11,472
TOTAL									\$ 126,188

Taylor Co. co
3/36/2015

Added anothe

5/12/2015

3/26/2015

CO estimatec

3/26/2015

6/18/2015

I this cost element
tall handrails

I unit price - \$1 too low

uld not price this properly

ar door for the IT room

I this cost element

Margaret Dunn

From: Dustin Hinkel
Sent: Tuesday, June 23, 2015 7:57 AM
To: Griner, Rachel
Cc: Danny Oquinn; Spann, Mike; Margaret Dunn
Subject: RE: COST PROPOSAL FOR SLAB At Spigot, Perry VA Clinic
Attachments: SLA #P00006.pdf

Signed SLA is attached.

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: Griner, Rachel [mailto:Rachel.Griner@va.gov]
Sent: Thursday, June 18, 2015 11:23 AM
To: Dustin Hinkel
Cc: Danny Oquinn; Spann, Mike
Subject: FW: COST PROPOSAL FOR SLAB At Spigot, Perry VA Clinic
Importance: High

Mr. Hinkel, please find SLA #P00006 for your review/action. Also attached is the updated tenant improvement spreadsheet.

Thanks
rae

From: Spann, Mike
Sent: Wednesday, June 17, 2015 2:51 PM
To: Griner, Rachel
Subject: FW: COST PROPOSAL FOR SLAB At Spigot, Perry VA Clinic

Rachel, there is no janitor's closet in the clinic. The housekeeping people are to work out of there truck and a spigot was provided for their use in the rear of the building. However, there is only dirt around the area of the spigot and there is concern about the dirt becoming wet and tracking into the building. Therefore, a concrete pad is needed at the spigot. The concrete pad would extend 6 feet out from the face of the building, three feet beyond the spigot, and connected back to the existing concrete slab. Attached is the County's cost proposal for this work. The cost appears to be reasonable for the work to be performed. Please issue a change to the contract for this work. Thanks.

From: Danny Oquinn [<mailto:danny.oquinn@taylorcountygov.com>]

Sent: Wednesday, June 17, 2015 2:27 PM

To: Spann, Mike

Cc: Dustin Hinkel; Griner, Rachel

Subject: [EXTERNAL] COST PROPOSAL FOR SLAB & SIDEWALK

MIKE,

Here is the cost proposal you requested. I had told you wrong I forgot that I had figured in the concrete for the flagpole with that figure so we only have to pay one truck shortage fee. I attached the actual price for the sidewalk and slab.

Thank You,

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON THE TITLE VI/NONDISCRIMINATION ASSURANCE DOCUMENT FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

JULY 6, 2015

Statement of Issue: This policy was previously adopted by the Board on March 2, 2015, policy number 3.04. This Assurance document incorporates that policy into the format required by the Florida Department of Transportation.

Recommended Action: Ratify the County Administrator's signature

Fiscal Impact: N/A

Budgeted Expense:

Submitted By: Dustin Hinkel, County Administrator.

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TITLE VI/ NONDISCRIMINATION ASSURANCE

Pursuant to Section 9 of US DOT Order 1050.2A, the Taylor County Board of County Commissioners assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

Taylor County Board of
The County Commissioners further assures FDOT that it will undertake the following with respect to its programs and activities:

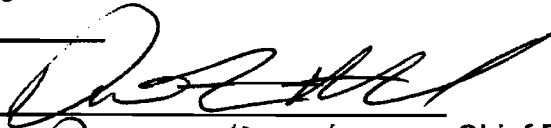
1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendices A and E* of this agreement in every contract subject to the Acts and the Regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

6/29/15

Dated _____

by


Dustin Hinkel

, Chief Executive Officer

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the

Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO AUTHORIZE THE COUNTY ADMINISTRATOR TO BEGIN IMPROVEMENTS TO THE EXTERIOR AND PARKING LOT AREA OF THE FACILITY LOCATED AT 433 US 19 NORTH, PERRY, FLORIDA.

MEETING DATE REQUESTED:

JULY 6, 2015

Statement of Issue:

THIS FACILITY IS THE PROPOSED RE-LOCATION SITE OF THE SUPERVISOR OF ELECTIONS. SUCH FACILITY WOULD HAVE TO BE MOVE-IN READY IN SUFFICIENT TIME TO ALLOW THE SUPERVISOR OF ELECTIONS TO PREPARE FOR THE 2016 ELECTIONS WITHOUT INTERRUPTION. THIS ACTION WOULD AUTHORIZE THE COUNTY ADMINISTRATOR TO BEGIN THE IMPROVEMENTS IF SUCH ACTION WOULD ENSURE THE READINESS OF THE FACILITY IN TIME TO ALLOW THE SUPERVISOR OF ELECTIONS TO MOVE IN ON TIME.

Recommended Action:

AUTHORIZE THE COUNTY ADMINISTRATOR TO EXPEND IMPROVEMENT FUNDS.

Fiscal Impact:

IMPROVEMENT FUNDS ALREADY ENCUMBERED.

Budgeted Expense:

YES

Submitted By:

COUNTY ADMINISTRATOR 838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO MAKE AN APPOINTMENT TO THE TAYLOR
COUNTY RECREATION ADVISORY BOARD (TCRAB)



MEETING DATE REQUESTED:

JULY 6, 2015

Statement of Issue:

THERE ARE TWO OPENINGS FOR THE TCRAB. AN
ADVERTISEMENT WAS MADE RESULTING IN ONE
APPLICATION.

Recommended Action:

AFFIRMING OR DENYING THE APPOINTMENT OF THE
SINGLE APPLICANT AND AUTHORIZING THE COUNTY
ADMINISTRATOR TO READVERTISE FOR THE SECOND
OPENING ON THE BOARD.

Fiscal Impact:

NO

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

APPLICATION FROM TASHA TOWLES

Taylor County Board of County Commissioners is Accepting Applications for

TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB) MEMBER

This is a demanding volunteer position that meets regularly to discuss operations of the Taylor County Sports Complex. TCRAB consists of 7 members, each of whom must be a registered voter of Taylor County, as well as being a current resident of the County. Appointees are representatives of all sports played at the County Sports Complex including, but not limited to, soccer, football, baseball, softball, basketball, tennis, and users of the trail.

For more information, or to request an application, please call 838-3500 extension 7 or come by the Taylor County Administrative Complex located at 201 East Green Street or visit www.taylorcountygov.com.

Deadline for submission of applications is Friday, June 26th, 2015 at 5:00 PM. Applications may be delivered to the County Administrator's Office at 201 East Green Street. Applications may also be faxed to 838-3501 or emailed to admin.assist@taylorcountygov.com.

Member selection will be made during the Board of County Commissioners' meeting scheduled for July 6th, 2015.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-8113 Phone
(850) 584-2433 Fax

Application for the Taylor County Recreation Advisory Board (TCRAB)

Name: Tasha Towles

Address: 830 E Cheryl St, 32347

Phone: Home: 843-1773 Work: 584-0885 Fax: 223-2308

Email: TashaTowles@gmail.com

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

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

Education:

Are you a High School Graduate? Yes No

Name of School: TC HS

Address: _____

Post-Secondary Education:

Name of School: NFCC / SFCC

Address: _____

Technical Training:

Name of School: _____

Address: _____

Certificates or Licenses Held:

Please List: _____

College Courses or Graduate:

Name of School: _____

Address: _____

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

Yes

No

If Yes, please explain:

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

Executive Assistant at DMH. 11 years.

Record minutes at all DMH board meetings.

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

Better understand Rec dept

Have Rec age kids

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

N/A

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

Rank/Choice: 4 Soccer: 2 yrs son played

Rank/Choice: 3 Football: 1 yr upward

Rank/Choice: 1 Baseball: 2 yrs of son playing

Rank/Choice: 5 Softball: N/A

Rank/Choice: 6 Basketball: N/A

Rank/Choice: 7 Tennis: N/A

Rank/Choice: 2 Users of the Trail: member of RFYL
run 2x week.

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

NO

12. Further comments:

On behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this application and for offering to volunteer your time, which serves as an investment into the future of recreation in our community.

Applicant Signature: Tasha Tawles
Print Name: Tasha Tawles
Date: 6/24/15

Please return your completed application to the County Administrator's office at 201 E Green Street, Perry, FL 32347, no later than 5:00 PM on June 26th, 2015. Applications may also be faxed to 850-838-3501 or emailed to admin.assist@taylorcountygov.com.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER A REQUEST FROM THE SHERIFF FOR A TRANSFER OF MONEY FROM THE SPECIAL LAW ENFORCEMENT TRUST FUND AS AGENDAED BY SHERIFF L.E. "BUMMY" WILLIAMS.

MEETING DATE REQUESTED:

JULY 6, 2015

Statement of Issue:

CHAPTER 932.7055, F.S., CREATES AND GOVERNS THE USE OF THE SPECIAL LAW ENFORCEMENT TRUST FUND. SUCH FUNDS ARE AVAILABLE TO THE SHERIFF VIA A REQUEST TO THE BOARD OF COUNTY COMMISSIONERS TO BE USED FOR SPECIFIC CATEGORIES OF EXPENDITURES.

Recommended Action:

APPROVE THE REQUEST

Fiscal Impact:

\$33,641.82 (NOT FROM GENERAL FUNDS)

Budgeted Expense:

Submitted By:

SHERIFF WILLIAMS

Contact:

850-584-4225

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

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

June 30, 2015

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.

The following is the breakdown:

\$28,892.92	Vehicle Purchase
\$4,748.90	Equipment Purchase
\$33,641.82	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

Select Year: 2014 Go

The 2014 Florida Statutes

Title XLVII
CRIMINAL PROCEDURE AND
CORRECTIONS

Chapter 932
PROVISIONS SUPPLEMENTAL TO CRIMINAL
PROCEDURE LAW

View Entire
Chapter

932.7055 Disposition of liens and forfeited property.—

(1) When a seizing agency obtains a final judgment granting forfeiture of real property or personal property, it may elect to:

- (a) Retain the property for the agency's use;
- (b) Sell the property at public auction or by sealed bid to the highest bidder, except for real property which should be sold in a commercially reasonable manner after appraisal by listing on the market; or
- (c) Salvage, trade, or transfer the property to any public or nonprofit organization.

(2) Notwithstanding subsection (1), a seizing agency must destroy any image and the medium on which the image is recorded, including, but not limited to, a photograph, video tape, diskette, compact disc, or fixed disk made in violation of s. 810.145 when the image and the medium on which it is recorded is no longer needed for an official purpose. The agency may not sell or retain any image.

(3) If the forfeited property is subject to a lien preserved by the court as provided in s. 932.703(6)(b), the agency shall:

- (a) Sell the property with the proceeds being used towards satisfaction of any liens; or
- (b) Have the lien satisfied prior to taking any action authorized by subsection (1).
- (4) The proceeds from the sale of forfeited property shall be disbursed in the following priority:
 - (a) Payment of the balance due on any lien preserved by the court in the forfeiture proceedings.
 - (b) Payment of the cost incurred by the seizing agency in connection with the storage, maintenance, security, and forfeiture of such property.

(c) Payment of court costs incurred in the forfeiture proceeding.

¹(d) Notwithstanding any other provision of this subsection, and for the 2014-2015 fiscal year only, the funds in a special law enforcement trust fund established by the governing body of a municipality may be expended to reimburse the general fund of the municipality for moneys advanced from the general fund to the special law enforcement trust fund before October 1, 2001. This paragraph expires July 1, 2015.

(5)(a) If the seizing agency is a county or municipal agency, the remaining proceeds shall be deposited in a special law enforcement trust fund established by the board of county commissioners or the governing body of the municipality. Such proceeds and interest earned therefrom shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants. The proceeds and interest may not be used to meet normal operating expenses of the law enforcement agency.

(b) These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification

that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality.

(c) An agency or organization, other than the seizing agency, that wishes to receive such funds shall apply to the sheriff or chief of police for an appropriation and its application shall be accompanied by a written certification that the moneys will be used for an authorized purpose. Such requests for expenditures shall include a statement describing anticipated recurring costs for the agency for subsequent fiscal years. An agency or organization that receives money pursuant to this subsection shall provide an accounting for such moneys and shall furnish the same reports as an agency of the county or municipality that receives public funds. Such funds may be expended in accordance with the following procedures:

1. Such funds may be used only for school resource officer, crime prevention, safe neighborhood, drug abuse education, or drug prevention programs or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate.

2. Such funds shall not be a source of revenue to meet normal operating needs of the law enforcement agency.

3. After July 1, 1992, and during every fiscal year thereafter, any local law enforcement agency that acquires at least \$15,000 pursuant to the Florida Contraband Forfeiture Act within a fiscal year must expend or donate no less than 15 percent of such proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program(s). The local law enforcement agency has the discretion to determine which program(s) will receive the designated proceeds.

Notwithstanding the drug abuse education, drug treatment, drug prevention, crime prevention, safe neighborhood, or school resource officer minimum expenditures or donations, the sheriff and the board of county commissioners or the chief of police and the governing body of the municipality may agree to expend or donate such funds over a period of years if the expenditure or donation of such minimum amount in any given fiscal year would exceed the needs of the county or municipality for such program(s). Nothing in this section precludes the expenditure or donation of forfeiture proceeds in excess of the minimum amounts established herein.

(6) If the seizing agency is a state agency, all remaining proceeds shall be deposited into the General Revenue Fund. However, if the seizing agency is:

- (a) The Department of Law Enforcement, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the Forfeiture and Investigative Support Trust Fund as provided in s. [943.362](#) or into the department's Federal Law Enforcement Trust Fund as provided in s. [943.365](#), as applicable.

- (b) The Division of Alcoholic Beverages and Tobacco, the proceeds accrued pursuant to the Florida Contraband Forfeiture Act shall be deposited into the Alcoholic Beverage and Tobacco Trust Fund or into the department's Federal Law Enforcement Trust Fund as provided in s. [561.027](#), as applicable.

- (c) The Department of Highway Safety and Motor Vehicles, the proceeds accrued pursuant to the Florida Contraband Forfeiture Act shall be deposited into the Department of Highway Safety and Motor Vehicles Law Enforcement Trust Fund as provided in s. [932.705\(1\)\(a\)](#) or into the department's Federal Law Enforcement Trust Fund as provided in s. [932.705\(1\)\(b\)](#), as applicable.

- (d) The Fish and Wildlife Conservation Commission, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the State Game Trust Fund as provided in

ss. 379.338, 379.339, and 379.3395 or into the Marine Resources Conservation Trust Fund as provided in s. 379.337.

(e) A state attorney's office acting within its judicial circuit, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the State Attorney's Forfeiture and Investigative Support Trust Fund to be used for the investigation of crime and prosecution of criminals within the judicial circuit.

(f) A school board security agency employing law enforcement officers, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the School Board Law Enforcement Trust Fund.

(g) One of the State University System police departments acting within the jurisdiction of its employing state university, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into that state university's special law enforcement trust fund.

(h) The Department of Agriculture and Consumer Services, the proceeds accrued pursuant to the Florida Contraband Forfeiture Act shall be deposited into the General Inspection Trust Fund or into the department's Federal Law Enforcement Trust Fund as provided in s. 570.205, as applicable.

(i) The Department of Military Affairs, the proceeds accrued from federal forfeiture sharing pursuant to 21 U.S.C. ss. 881(e)(1)(A) and (3), 18 U.S.C. s. 981(e)(2), and 19 U.S.C. s. 1616a shall be deposited into the Armory Board Trust Fund and used for purposes authorized by such federal provisions based on the department's budgetary authority or into the department's Federal Law Enforcement Trust Fund as provided in s. 250.175, as applicable.

(j) The Medicaid Fraud Control Unit of the Department of Legal Affairs, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the Department of Legal Affairs Grants and Donations Trust Fund to be used for investigation and prosecution of Medicaid fraud, abuse, neglect, and other related cases by the Medicaid Fraud Control Unit.

(k) The Division of State Fire Marshal in the Department of Financial Services, the proceeds accrued under the Florida Contraband Forfeiture Act shall be deposited into the Insurance Regulatory Trust Fund to be used for the purposes of arson suppression, arson investigation, and the funding of anti-arson rewards.

(l) The Division of Insurance Fraud of the Department of Financial Services, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the Insurance Regulatory Trust Fund as provided in s. 626.9893 or into the Department of Financial Services' Federal Law Enforcement Trust Fund as provided in s. 17.43, as applicable.

(7) If more than one law enforcement agency is acting substantially to effect the forfeiture, the court having jurisdiction over the forfeiture proceedings shall, upon motion, equitably distribute all proceeds and other property among the seizing agencies.

(8) Upon the sale of any motor vehicle, vessel, aircraft, real property, or other property requiring a title, the appropriate agency shall issue a title certificate to the purchaser. Upon the request of any law enforcement agency which elects to retain titled property after forfeiture, the appropriate state agency shall issue a title certificate for such property to said law enforcement agency.

(9) Neither the law enforcement agency nor the entity having budgetary control over the law enforcement agency shall anticipate future forfeitures or proceeds therefrom in the adoption and approval of the budget for the law enforcement agency.

History.—s. 5, ch. 92-54; s. 2, ch. 92-290; s. 21, ch. 94-265; s. 479, ch. 94-356; s. 5, ch. 95-265; s. 72, ch. 96-321; s. 41, ch. 96-418; s. 2, ch. 98-387; s. 3, ch. 98-389; s. 4, ch. 98-390; s. 5, ch. 98-391; s. 2, ch. 98-392; s. 2, ch. 98-393; s. 2, ch. 98-394; s. 61, ch. 99-245; s. 2, ch. 2000-147; ss. 26, 79, ch. 2002-402; s. 1923, ch. 2003-261; s. 37, ch. 2003-399; s. 3, ch. 2004-39; s.

38, ch. 2004-234; s. 16, ch. 2004-344; s. 23, ch. 2005-3; s. 19, ch. 2005-71; s. 2, ch. 2005-109; s. 5, ch. 2005-117; s. 11, ch. 2006-26; s. 20, ch. 2006-176; s. 21, ch. 2006-305; s. 7, ch. 2007-14; s. 10, ch. 2007-73; s. 10, ch. 2008-153; s. 207, ch. 2008-247; s. 7, ch. 2009-82; s. 8, ch. 2010-153; s. 18, ch. 2011-47; s. 31, ch. 2012-88; s. 15, ch. 2012-119; s. 4, ch. 2013-5; s. 12, ch. 2013-41; s. 13, ch. 2014-43; s. 22, ch. 2014-53.

¹**Note.**—Section 22, ch. 2014-53, amended paragraph (4)(d) “[i]n order to implement Specific Appropriations 1258 and 1263 of the 2014-2015 General Appropriations Act.”

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TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



COMMISSIONERS TO REVIEW PROPOSED FINAL PLAT FOR KINGFISHER COVE SUBDIVISION IN ACCORDANCE WITH SECTION 42-126, TAYLOR COUNTY CODE OF ORDINANCES.

MEETING DATE REQUESTED:

July 6, 2015

Statement of Issue:

In accordance with Section 42-126, Taylor County Code of Ordinances (Taylor Code), the Board of County Commissioners shall review and approve the Final Plat of any proposed subdivision of land prior to any lot or parcel within the proposed subdivision being sold. Further, no development order shall be issued for a development for which an Owners' Association is required until the documents establishing such association have been reviewed and approved by the County Attorney.

Consistent with this section, the Board of County Commissioners shall review and take action on the recommendation of the County Engineer and County Attorney.

Recommended Action:

The Board may approve the Final Plat contingent upon the following actions being completed:

- 1) The Final Plat is reviewed for conformance with the requirements of Chapter 177, Florida Statutes by the County Attorney.
- 2) The Final Plat is reviewed for conformance with the requirements of Chapter 177, Florida Statutes by a Second Surveyor.

Fiscal Impact: MINIMAL: STAFF REVIEW OF PLAT AND BOCC MEETING ATTENDANCE.

Budgeted Expense: N/A

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The provisions of Section 42-126, Taylor Code, apply to all proposed developments in the county, including private road subdivisions.

Specifically, this section requires that the developer submit an original of the subdivision plat with two blue or black line copies and a title opinion from an attorney to the office of the planning director at least ten days prior to the meeting of the Board of County Commissioners at which the plat is to be considered. The County Engineer shall, within ten days of receipt, review one copy of the plat for completeness and conformity to this section, to the approved preliminary plat and to any conditions attached thereto. If the plat is found to be in compliance, the County Engineer shall sign the original in an appropriate space. Review of the plat by the BOCC shall be strictly limited to whether the plat conforms to the requirements of Chapter 177, F.S.

If the final plat is in compliance with the approved preliminary plat and meets and fulfills the conditions and requirements set forth in this section, the Chairman of the Board shall indicate such approval by signing in an appropriate space on the original plat after approval by the BOCC. If the final subdivision plat is disapproved, reasons for such disapproval shall be stated in the record of the BOCC. Such reasons for disapproval shall be given to the developer, in writing, along with the original plat.

Additionally, whenever a proposed development provides for the creation of facilities or improvements which are not proposed for dedication to the County, a legal entity shall be created to be responsible for the ownership and maintenance of the facilities and/or improvements. An organization established for this purpose shall be created by covenants running with the land. Such covenants shall be included with the final plat for review and approval by the County Attorney before issuing a development order. Such organization shall also not be dissolved nor shall it dispose of any common facilities or open space by sale or otherwise without first offering to dedicate them to the County.

Kingfisher Cove Subdivision

Kingfisher Cove Subdivision was submitted to the Planning Board and approved at the June 4, 2015, meeting as a 9-lot subdivision that fronts Beach Road. The 9-lot Subdivision is located within the Mixed-Use Urban and Conservation Land Use Classifications. The Taylor County Planning Department has reviewed the lot density and found it to be compliant with the maximum allowable density of 4 units per acre. Both potable water and sanitary sewer system are available to all lots through the Taylor Coastal Water and Sewer District.

Article 42-156, Guarantees and Sureties, Section (f)(2), requires that whenever a proposed development provides for the creation of facilities or improvements which are not proposed for dedication to the county, a legal entity shall be created to be responsible for the ownership and maintenance of such facilities and/or improvements. Further, no development order shall be issued for a development for which an owners' association is required until the documents establishing such association have been reviewed and approved by the County Attorney.

With the proposed subdivision fronting an existing County-maintained roadway, this development would not be required to establish a Municipal Services Benefit Unit or a Home Owner's Association. However, if at some point any improvements are proposed or requested to be constructed, the

Developer will be required to establish one or the other at such time. Nonetheless, no upfront financial surety, warranties, or maintenance agreements are currently required. The Suwannee River Water Management District does however require that the Developer submit an Environmental Resource Permit application based on the lot size being less than one acre. Kingfisher, LLC has requested and been approved by SRWMD as the Operation & Maintenance Entity pursuant to ERP-123-210271-1 (previously 07/346). SRWMD received an As-Built Certification from John Gentry in 2013 for limited improvements from that originally approved and recently transferred the expired ERP into the O&M phase of operation. The Letter of transfer is attached.

The Final Plat has only been reviewed and approved for BOCC review by Staff. Staff has not received details concerning the review by the County Attorney or the Second Surveyor, David Goodman, PSM.

Based on our review of the attached documents, Staff recommends that the BOCC may approve the proposed Final Plat of the Kingfisher Cove Subdivision in accordance with Section 42-126, Taylor County Code of Ordinances, contingent on the receipt and approval of the Second Surveyor's review and approval.

Options:

- 1) Approve the proposed Final Plat of Kingfisher Cove Subdivision conditioned upon receipt and approval of noted missing items.
- 2) Deny the proposed Final Plat of Kingfisher Cove Subdivision and indicate reasons for denial.

Attachments:

Final Plat
SRWMD Correspondence



**SUWANNEE
RIVER
WATER
MANAGEMENT
DISTRICT**

9225 CR 49 • LIVE OAK, FLORIDA 32060 • TELEPHONE 386/362-1001 • 800/226-1066 • FAX 386/362-1058
mysuwanneeriver.com

May 27, 2015

Deborah Casey
Lindsey Island Kingfisher, Inc.
PO Box 579
Perry, FL, 32348

Subject: Transfer to Operation and Maintenance, ERP-123-210271-1, The Preserve at
Lindsey Island, Taylor County

Dear Ms. Casey:

The Suwannee River Water Management District (District) has received all required sections of the notification to transfer the permit to a new operation and maintenance entity. **The project has been transferred to Lindsey Island Kingfisher, LLC, for the operation and maintenance of the system.**

As the approved Operation & Maintenance Entity, the association is required to operate and maintain this system until such time it is abandoned, replaced, or operation and maintenance is transferred to another owner. Please note that surfacewater systems cannot be unilaterally abandoned, replaced, or altered by you without the District issuing a permit allowing such activity.

Please be advised that from time to time, the District may inspect the system. If the system is not functioning as designed and permitted, operational maintenance must be performed immediately to restore the system. If operational maintenance measures are insufficient to enable the system to meet the design and performance standards of the District, the O&M entity must either replace the system or construct an alternative design. A permit modification must be obtained from the District prior to constructing such alternative design.

If you have any questions regarding this project, please contact the District at 386.362.1001.

Sincerely,

Brian Brooker, E.I.

Engineer I

BB/tm

DON QUINCY, Chairman
Chiefland, Florida

ALPHONAS ALEXANDER, Vice Chairman
Micanopy, Florida

VERONICA H. JOHNS, Secretary/Treasurer
Alachua, Florida

KEVIN BROWN
Alachua, Florida

GARY F. JONES
Ocoee, Florida

VERONICA M. SANCHEZ
Ocoee, Florida

RICHARD BOWMAN
Perry, Florida

DAVID P. V. HARRIS
Micanopy, Florida

GUY M. WILLIAMS
Lava Lagoon, Florida

ANN B. BENTLEY, P.E.
Executive Director
Chiefland, Florida

PLAT BOOK _____ PAGE _____

The map shows the Florida Keys area with the proposed route for the Overseas Highway. Key locations and features include:

- Islands and Locations:** Boggy Bay, Jack Lee Is., Cedar Is., Dark Is., Kingfisher Cove, Fish Creek, Oyster, Big Bend, and various other smaller islands and coves.
- Water Bodies:** Gulf of Mexico, Atlantic Ocean, and Florida Strait.
- Infrastructure:** The proposed route is shown as a line connecting the islands, with various bridges and causeways indicated.
- Scale:** A graphic scale bar at the bottom indicates distances in feet (0 to 1000) and miles (0 to 1).

[illegible]

COUNT
C1
C2
C3
C4
C5

ENVIRONMENTAL SENSITIVE LANDS

Any activity at or near the "War Lands" located in the ENVIRONMENTAL SENSITIVE AREAS, the following activities and uses are expressly prohibited:

- Construction of buildings, roads, ships, billboards, or other advertising, utilities or other structures on or above the ground;
- Dumping or placing of soil or other substances or materials on landfills or dumping or placing of trees, rocks, or materials of otherwise material;

10. Harvested or destruction of trees, shrubs, or other vegetation
 11. Contamination, poisoning or removal of grass, past, growth, seed, root, or other material not known to work or
 12. removal as to affect the surface
 13. Surface use, except for purposes that prevent the land or water area to remain predominantly in its natural
 14. condition
 15. Surface disturbance to drainage, flood control, water conservation, or fish and wildlife habitat preservation
 16.

10b. Aids are given distributed to some recipients of food or money grants.

of the plot shown herein is a true and
in of a survey made under the
and information and that said survey
and of my knowledge and belief and
person therewith have been placed on

PROFESSIONAL SURVEYOR REVIEW

<p> <input type="checkbox"/> <u>Noted</u> the Bureau was contacted with re garding 177, Part 1, Florida Statutes as amended Chapter 91017-4 Florida Administrative Code. </p>	<p> This is the exactly that I have returned this part and that I cannot Chapter 177 Florida Statutes. </p>
<p> L. F.R.C. # 2333 and Mapp </p>	<p> David L. Shannon F.R.C. #2108 Professional Reporter and Shopper Private 2333 and 2108 </p>

[illegible]


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CUMULATIVE				
DATE	AMOUNT	DATE	AMOUNT	DATE
10/1/54	100.00	10/1/54	100.00	10/1/54
10/2/54	100.00	10/2/54	200.00	10/2/54
10/3/54	100.00	10/3/54	300.00	10/3/54
10/4/54	100.00	10/4/54	400.00	10/4/54
10/5/54	100.00	10/5/54	500.00	10/5/54
10/6/54	100.00	10/6/54	600.00	10/6/54
10/7/54	100.00	10/7/54	700.00	10/7/54
10/8/54	100.00	10/8/54	800.00	10/8/54
10/9/54	100.00	10/9/54	900.00	10/9/54
10/10/54	100.00	10/10/54	1000.00	10/10/54

LINE	LENGTH	BEARING
1	53.2	W 19° 42' W

CERTIFICATE OF AUTHORIZATION NUMBER 12 7735



DELTA
 PROFESSIONAL LAND SURVEYORS

 **SERVICES, LLC**
154 WEST GREEN STREET, MIAMI, FLORIDA 33137
PHONE: (305) 381-3848

1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

LINE	LENGTH	BEARING
1	53.2	W 19° 42' W

CERTIFICATE OF AUTHORIZATION NUMBER 18 7735

 **SERVICES, LLC**
154 WEST GREEN STREET, MIAMI, FLORIDA 33137
PHONE: (305) 381-3848

1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF CONTRACTUAL SERVICES AGREEMENT FROM FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

MEETING DATE REQUESTED:

JULY 6, 2015

Statement of Issue: STATE FUNDING FOR MOSQUITO CONTROL REQUIRES CONTRACTUAL SERVICES AGREEMENT FROM FL DEPT OF AGRICULTURE AND CONSUMER SERVICES DIVISION BE SIGNED AND INITIALED.

Recommended Action: APPROVE CONTRACT

Fiscal Impact: N/A

Budgeted Expense:

Submitted By: GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR

Contact: 838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FDACS CONTRACT #
C22272

MOSQUITO CONTROL CONTRACTUAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, 2015 by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, State of Florida, the DEPARTMENT, and Taylor County acting on behalf of Taylor County Mosquito Control, the CONTRACTOR.

CONTRACT PERIOD: October 1, 2015 to September 30, 2016.

When state funds are involved, it is the duty of the Department to guide, review, approve, and coordinate the activities of all county governments and special districts receiving state funds in furtherance of the goal of integrated mosquito control.

The CONTRACTOR agrees to provide the following services including the tasks required to be performed:

Comply with the requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code to conduct arthropod/mosquito control.

COPY

The CONTRACTOR must provide the following quantifiable, measureable, and verifiable units of Deliverables (Deliverable) which must be received and accepted in writing by the Contract Manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

- A. Two copies of the CONTRACTOR's operational work plan on form, "Operational Work Plan for Mosquito Control", (FDACS-13666, Rev. 07/13) and detailed work plan on the form, "Detailed Work Plan Budget - Arthropod Control", (FDACS-13623, Rev. 07/13), shall be submitted to the DEPARTMENT not later than July 15, 2015 as part of the application / re-application process for state aid for fiscal year 2015-2016.
 - (1) A record and inventory of property owned by CONTRACTOR shall be maintained in accordance with Section 274.02, Florida Statutes, and recorded on the form, "Operational Work Plan for Mosquito Control", (FDACS-13666, Rev. 07/13).
 - (2) The detailed work plan budget submitted shall classify proposed expenditure accounts on an object/sub-object code budgetary level (i.e. 60 - Capital Outlay / 61 - Land, 62 - Buildings, 63 - Infrastructure or 64 - Machinery and Equipment). Any remaining state or local funds budgeted for the control of mosquitoes in a fiscal shall be estimated and re-

budgeted for such control measures the following fiscal year on the CONTRACTOR's detailed work plan budget.

- B. Two notarized (certified) copies of the CONTRACTOR's certified budget on the form, "Annual Certified Budget for Arthropod Control", (FDACS-13617, Rev. 07/13), shall be submitted to the DEPARTMENT by September 30, 2015. If any changes are made to the Annual Certified Budget for Arthropod Control, a budget amendment on the form, "Arthropod Control Budget Amendment", (FDACS-13613, Rev. 07/13), must be submitted to the DEPARTMENT.
 - (1) State and local funds budgeted for the control of mosquitoes shall be carried over at the end of CONTRACTOR's fiscal year, and re-budgeted for such control measures the following fiscal year.
 - (2) No State funds may be placed in a reserve account.
- C. Budget amendments on the form, "Arthropod Control Budget Amendment", (FDACS-13613, Rev. 07/13), shall be prepared and submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in nonbudgeted accounts. Budget amendments must be explained by an accompanying request for approval of the changes to be made in the detailed budget. DEPARTMENT approval of the amendment(s) must be received before such expenditures are made.
- D. Submit a monthly financial report to the DEPARTMENT on the form, "Mosquito Control Monthly Report" for State Funds, (FDACS-13650, Rev. 07/13). CONTRACTOR shall submit its monthly financial report to the DEPARTMENT not later than thirty (30) days after the end of each month (October through August reports). September financial reports shall be submitted to the DEPARTMENT not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed or attested by the program director or person responsible for administration of the program and funds.
- E. Submit a monthly financial report to the DEPARTMENT on the form, "Mosquito Control Monthly Report" for Local Funds, (FDACS-13663, Rev. 07/13). The CONTRACTOR shall submit its monthly financial report to the DEPARTMENT not later than thirty (30) days after the end of each month (October through August reports). September financial reports shall be submitted to the DEPARTMENT not later than sixty (60) days after close of each fiscal year. Copies of reports shall be signed or attested by the program director or person responsible for administration of the program and funds.
- F. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc) with date specified for costs incurred in accordance with the form, "Mosquito Control Monthly Report" for State Funds, (FDACS-13650, Rev. 07/13) and the form, "Mosquito Control Monthly Report" for Local Funds, (FDACS-13663, Rev. 07/13).

- G. Submit a monthly pesticide activity report to the DEPARTMENT on the form, "Mosquito Control Monthly Activity Report", (FDACS-13652, Rev. 07/13). The CONTRACTOR shall submit its monthly pesticide activity report to the DEPARTMENT not later than thirty (30) days after the end of each month. If there is no activity in any given month, the CONTRACTOR shall continue to submit monthly reports of accomplishments on the prescribed form to the DEPARTMENT not later than thirty (30) days after the end of each month (e.g. October reports are due by December 1st) stating "NO ACTIVITY".
- H. If the CONTRACTOR decides to withdraw from participation in state matching funds under Chapter 388, F.S., the CONTRACTOR shall continue to submit reports referenced until funds received under this program are exhausted.
- I. State funds received by CONTRACTOR shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds. Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 658.60, Florida Statutes. The CONTRACTOR shall provide proof of the separate depository accounts with the monthly reports.
- J. All purchases of supplies, materials and equipment by CONTRACTOR shall be made in accordance with the laws governing purchases by boards of county commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance therewith.
- K. All funds, supplies, and services released to the CONTRACTOR shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the DEPARTMENT.
- L. State funds shall be payable quarterly, in accordance with the rules of the DEPARTMENT, upon requisition by the DEPARTMENT to the Chief Financial Officer. The DEPARTMENT is authorized to furnish insecticides, chemicals, materials, equipment, vehicles, and personnel in lieu of state funds where mass purchasing may save funds for the state, or where it would be more practical and economical to use equipment, supplies, and services between two or more counties or districts.
- M. All equipment purchased pursuant to Chapter 388, Florida Statutes, with state funds made available directly to CONTRACTOR shall become the property of the CONTRACTOR unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the county or district.
- N. Surplus property shall be disposed of according to the provisions set forth in Section 274.05, Florida Statutes, with the following exceptions: Serviceable equipment no longer needed by CONTRACTOR shall first be offered to any

or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in Section 274.05, Florida Statutes.

- O. The alternative procedure for disposal of surplus property, as prescribed in Section 274.06, Florida Statutes, shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment.
- P. All proceeds from the sale of any real or tangible personal property owned by CONTRACTOR shall be deposited in the county or district mosquito control state fund account unless otherwise specifically designated by the DEPARTMENT.
- Q. If CONTRACTOR is carrying out programs for the control of mosquitoes involving the expenditure of state funds, then it shall set up and maintain books and records under a method approved by the Auditor General and be subject to audit by same as provided herein.
- R. State funds, supplies, and services shall be made available to CONTRACTOR by and through the DEPARTMENT immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the DEPARTMENT shall make an adjustment in amounts of money payable to CONTRACTOR in the last three (3) quarters of the current fiscal year. CONTRACTOR shall be notified of the amount payable to them and if necessary shall amend amounts of state funds budgeted.
- S. The DEPARTMENT, upon notifying CONTRACTOR and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control.
- T. Audits conducted pursuant to Section 215.97, Florida Statutes shall be: (1) performed annually, and (2) conducted by independent auditors in accordance with auditing standards as stated in rules of the Auditor General.
- U. Execution of this contract shall serve as CONTRACTOR's acknowledgment that it is subject to Section 215.97, Florida Statutes, and regardless of the amount of state financial assistance received, the provisions of Section 215.97, Florida Statutes, do not exempt the CONTRACTOR, as a nonstate entity, from compliance with provisions of law relating to maintaining records concerning state financial assistance or from allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
- V. This Agreement shall be executed and returned to the Department not later than October 1, 2015.

Intellectual property is subject to the following additional provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the CONTRACTOR nor any individual employed under this contract shall have any proprietary interest in the product.
- B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- C. In the event it is determined as a matter of law that any such work is not a "work for hire," CONTRACTOR shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by CONTRACTOR to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by CONTRACTOR pursuant to a previous Contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

The DEPARTMENT agrees to provide the following services: N/A

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 85111704

The DEPARTMENT will pay the CONTRACTOR in arrears as follows:

An amount not to exceed \$ 31,540 payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines. Failure to comply with Chapter 388, Florida Statutes, Chapter 5E-13, Florida Administrative Code and this Agreement may result in loss or termination of funds and/or state approval certification.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the DEPARTMENT, Stacey Reese, Agricultural Environmental Services, Mosquito Control Program, 3125 Conner Blvd, Bldg

6, Tallahassee, Florida 32399-1650, in detail sufficient for a proper pre-audit and post-audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent.

Transaction Fee: CONTRACTOR shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the CONTRACTOR upon partial delivery of services when a request for such partial payment is made by the CONTRACTOR and approved by the DEPARTMENT.

This contract may be cancelled by either party giving 30 days written notice.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the CONTRACTOR to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the CONTRACTOR the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

The DEPARTMENT shall have the right of unilateral cancellation for refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material made or received by the CONTRACTOR in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

The CONTRACTOR must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT provides the records and at a cost that does not exceed the cost provided by the law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the CONTRACTOR. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the

CONTRACTOR. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3), Florida Statutes, may not be renewed.

It is mutually understood and agreed that this contract is:

- A. Subject to the provisions of Section 287.058, Florida Statutes, and the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in Section 287.0582, Florida Statutes.
- B. Subject to the approval of the State Chief Financial Officer (Department of Financial Services).

It is mutually understood and agreed that if this contract disburses grants and aids appropriations, it is:

Subject to the requirements of Section 216.347, Florida Statutes, a state agency, a water management district, or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

The following provisions of A through L are not applicable to procurement contracts used to buy goods or services from vendors, but are only applicable to a CONTRACTOR subject to the Florida Single Audit Act.

- A. There are uniform state audit requirements for state financial assistance provided by state agencies to Nonstate entities to carry out state projects in accordance with and subject to requirements of Section 215.97, Florida Statutes (F.S.), which may be applicable to and binding upon Recipient. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.
- B. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through this Department

resource by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from this Department resource, other state agencies, and other Nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a Nonstate entity for Federal program matching requirements.

- C. Audits conducted pursuant to Section 215.97, F.S., shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- D. Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt a Nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such Nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
- E. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the Nonstate entity does not meet the threshold requiring the state single audit, such Nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from the Nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).
- F. Each state awarding agency shall:
 - (1) Provide to a Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.
 - (2) Require the Recipient, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of three

years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.

- (3) Notify the Recipient that Section 215.97, F.S., does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- (4) Be provided by Recipient one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means the Nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - (a) The Department of Agriculture
and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800
 - (b) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
 - (c) The Division of Agricultural Environmental Services at the
following address:

Mosquito Control Program
3125 Conner Blvd, Bldg 6
Tallahassee, Florida 32399-1650

G. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550

- (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
 - I. The Recipient shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures (DFS).
 - J. The Recipient agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
 - K. The Recipient agrees that any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.
 - L. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:
 - a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
 - b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

The following provisions of A through I are applicable regarding the administration of resources provided by the DEPARTMENT to the Recipient of Federal Funds. Those provisions are applicable if the Recipient is a state or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

- A. In the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through the DEPARTMENT by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with provisions of OMB Circular A-133, as revised, will meet these requirements.
- B. In connection with these audit requirements, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- C. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).
- D. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:
 - (a) The Department of Agriculture
and Consumer Services
Division of Administration
509 Mayo Building - 407 South Calhoun Street
Tallahassee, Florida 32399-0800
 - (b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

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

- (c) Other federal agencies and pass-through entities in accordance with Sections .320(c) and (f), OMB Circular A-133, as revised.
- E. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the Auditor, to the DEPARTMENT at the following address:

The Department of Agriculture
and Consumer Services
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800
- F. Any reports, management letters, 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, as revised.
- G. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133, as revised, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- H. The Recipient shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
- I. In accordance with Section 215.971, F.S., for an agency agreement that provides state financial assistance to a Recipient or Subrecipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Subrecipient, as defined by applicable United States Office of Management and Budget circulars, the agreement shall include:

- a. A provision specifying a scope of work that clearly establishes the tasks that the Recipient or Subrecipient is required to perform; and
- b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

A CONTRACTOR who is a recipient or subrecipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the contract period. Any balance of unobligated funds which has been advanced or paid must be refunded to the DEPARTMENT. Any funds paid in excess of the amount to which the CONTRACTOR is entitled under the terms and conditions of this contract must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with Section 287.042, Florida Statutes, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, in accordance with Section 287.095(3), Florida Statutes, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 12425 28th Street North, 3rd Floor, St. Petersburg, Florida 33716, telephone number (727) 572-1987.

The CONTRACTOR is informed that 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.

The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The CONTRACTOR is informed that the employment of unauthorized aliens by any contractor is considered 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 the contract.

The CONTRACTOR is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any Division or Bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

The Contract Manager for the DEPARTMENT is Stacey Reese, Agricultural Environmental Services, Mosquito Control Program, 3125 Conner Blvd, Bldg 6, Tallahassee, Florida 32399-1650.

The Contract Manager for the CONTRACTOR is Cheryl White, Director and is located at 3750 Highway 98 West, Perry, FL 32347.

Signed by parties to this agreement:

FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES

CONTRACTOR
Taylor County



Signature
D. Alan Edwards
Director of Administration

Signature

Title

Title

Date

6-10-15

Date

EXHIBIT - 1

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show the total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) – \$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) –
Florida Department of Agriculture and Consumer Services, Mosquito Control, CSFA: 42.003 -
\$ 31,540

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

Chapter 388, F.S. and Rule Chapter 5E-13, F.A.C.

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

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

DFS-A2-CL
July 2005
Rule 691-5.006, FAC

18A

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF MOSQUITO CONTROL BUDGET AMENDMENT NO. 3 WITH FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

MEETING DATE REQUESTED:

JULY 6, 2015

Statement of Issue:

Recommended Action: APPROVE AMENDMENT

Fiscal Impact: N/A

Budgeted Expense:

Submitted By: GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR

Contact: 838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:**Options:****Attachments:**



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

ARTHROPOD CONTROL BUDGET AMENDMENT

ADAM H. PUTNAM
COMMISSIONER

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

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

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

Amendment No. 3 Fiscal Year: 2014-2015 Date: 6/30/2015
Amending: Local Funds X State Funds (Check appropriate fund account to be amended. Use a separate form for each fund). The
Board of Commissioners for Taylor District hereby submits to the Department of Agriculture and Consumer Services,
for its consideration and approval, the following amendment for the current fiscal year as follows:

ESTIMATED RECEIPTS

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

Total Available Cash and Receipts	Reserves	Present Budget	Increase Request	Decrease Request	Revised Budget
\$ 51,924.00	\$ -	\$ 51,924.00	\$ 125.00	\$ 125.00	\$ 51,924.00

NAME SOURCE OF INCREASE: (Explain Decrease)

Transfer for Shipping of Mosquito Traps

BUDGETED RECEIPTS

ACCT NO	Description	Present Budget	Increase Request	Decrease Request	Revised Budget
311	Ad Valorem (Current/Delinquent)	\$ 51,924.00	\$ -	\$ -	\$ 51,924.00
334.1	State Grant	\$ -	\$ -	\$ -	\$ -
362	Equipment Rentals	\$ -	\$ -	\$ -	\$ -
337	Grants and Donations	\$ -	\$ -	\$ -	\$ -
361	Interest Earnings	\$ -	\$ -	\$ -	\$ -
364	Equipment and/or Other Sales	\$ -	\$ -	\$ -	\$ -
369	Misc./Refunds (prior yr expenditures)	\$ -	\$ -	\$ -	\$ -
380	Other Sources	\$ -	\$ -	\$ -	\$ -
389	Loans	\$ -	\$ -	\$ -	\$ -
TOTAL RECEIPTS		\$ 51,924.00	\$ -	\$ -	\$ 51,924.00
Beginning Fund Balance		\$ -	\$ -	\$ -	\$ -
Total Budgetary Receipts & Balances		\$ 51,924.00	\$ -	\$ -	\$ 51,924.00

BUDGETED EXPENDITURES

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

ACCT NO	Uniform Accounting System Transaction	Present Budget	Increase Request	Decrease Request	Revised Budget
10	Personal Services	\$ 16,540.00	\$ -	\$ -	\$ 16,540.00
20	Personal Service Benefits	\$ 4,498.00	\$ -	\$ -	\$ 4,498.00
30	Operating Expense	\$ 125.00	\$ -	\$ -	\$ 125.00
40	Travel & Per Diem	\$ -	\$ -	\$ -	\$ -
41	Communication Services	\$ 695.00	\$ -	\$ -	\$ 695.00
42	Freight Services	\$ -	\$ 125.00	\$ -	\$ 125.00
43	Utility Service	\$ 275.00	\$ -	\$ -	\$ 275.00
44	Rentals & Leases	\$ -	\$ -	\$ -	\$ -
45	Insurance	\$ 1,300.00	\$ -	\$ -	\$ 1,300.00
46	Repairs & Maintenance	\$ 1,700.00	\$ -	\$ -	\$ 1,700.00
47	Printing and Binding	\$ -	\$ -	\$ -	\$ -
48	Promotional Activities	\$ -	\$ -	\$ -	\$ -
49	Other Charges	\$ 100.00	\$ -	\$ -	\$ 100.00
51	Office Supplies	\$ 730.00	\$ -	\$ -	\$ 730.00
52.1	Gasoline/Oil/Lube	\$ 4,022.00	\$ -	\$ -	\$ 4,022.00
52.2	Chemicals	\$ 21,389.00	\$ -	\$ 125.00	\$ 21,264.00
52.3	Protective Clothing	\$ 200.00	\$ -	\$ -	\$ 200.00
52.4	Misc. Supplies	\$ -	\$ -	\$ -	\$ -
52.5	Tools & Implements	\$ -	\$ -	\$ -	\$ -
54	Publications & Dues	\$ 350.00	\$ -	\$ -	\$ 350.00
55	Training	\$ -	\$ -	\$ -	\$ -
60	Capital Outlay	\$ -	\$ -	\$ -	\$ -
71	Principal	\$ -	\$ -	\$ -	\$ -
72	Interest	\$ -	\$ -	\$ -	\$ -
81	Aids to Government Agencies	\$ -	\$ -	\$ -	\$ -
83	Other Grants and Aids	\$ -	\$ -	\$ -	\$ -
89	Contingency (Current Year)	\$ -	\$ -	\$ -	\$ -
99	Payment of Prior Year Accounts	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET AND CHARGES		\$ 51,924.00	\$ 125.00	\$ 125.00	\$ 51,924.00
0.001	Reserves - Future Capital Outlay	\$ -	\$ -	\$ -	\$ -
0.002	Reserves - Self-Insurance	\$ -	\$ -	\$ -	\$ -
0.003	Reserves - Cash Balance to be Carried Forward	\$ -	\$ -	\$ -	\$ -
0.004	Reserves - Sick and Annual Leave	\$ -	\$ -	\$ -	\$ -
TOTAL RESERVES		\$ -	\$ -	\$ -	\$ -
TOTAL BUDGETARY EXPENDITURES and BALANCES		\$ 51,924.00	\$ 125.00	\$ 125.00	\$ 51,924.00
ENDING FUND BALANCE		\$ -	\$ (125.00)	\$ (125.00)	\$ -

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

DATE _____

APPROVED: _____
Mosquito Control Program

DATE _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Tabulation of Bids and Recommendation of Award of the Base Bid and Additive Alternate A with recommended changes to Pettibone Concrete Construction, Inc. for Phase 1 of the Apron Rehabilitation Project at Perry Foley Airport. A contract will not be awarded until the County receives executed grant contracts from FAA and FDOT Aviation for the project.

MEETING DATE REQUESTED:

July 6, 2015

Statement of Issue: The Board only received one bid for Phase 1 of the rehabilitation of the concrete apron at Perry Foley Airport. Pettibone Concrete Construction, Inc. was the bidder and all bid documents and references were in sufficient order. The bid committee recommends awarding the bid to Pettibone contingent on the receipt of executed grant contracts from FAA and FDOT Aviation Division, the funding agencies for the project.

Recommended Action: Award Base Bid and Additive Alternate A with recommended change in the amount of \$499,250.25 to Pettibone Concrete Construction, Inc. A contract will not be issued until the County receives executed grant agreements from FAA and FDOT Aviation Division.

Fiscal Impact: The County has submitted grant applications to FAA and FDOT in the amount of \$623,940.25 for the project. The County is requesting \$561,546.23 from FAA and \$62,394.02 from FDOT. The County will not be providing a cash match. The project will be 100% grant funded.

Budgeted Expense: Y/N Not Applicable at this time.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: As per grant application requirements of FAA, the County received bids for the apron rehabilitation project at Perry Foley Airport. The Bid Committee has reviewed the documents and recommends awarding the bid to Pettibone

Concrete Construction Inc. The award will be in the amount of \$499,250.25 and will include the Base Bid and Additive Alternate A without the "Micro-Mill and Install Thin Bonded Overlay (MM/ITBO)" pay item. Pettibone must also provide documentation that a good faith effort has been made to meet the County's goals outlined in the Disadvantaged Business Enterprise (DBE) plan of 4.78%.

Attachments: Tabulation of Bid and Recommendation of Award from AVCON, Inc. as approved by the Bid Committee.

June 26, 2015

Ms. Melody Cox
County Grants Administrator
Taylor County
201 East Green Street
Perry, Florida 32347**Reference: Tabulation of Bids and Recommendation of Award
Concrete Apron Rehabilitation
Perry Foley Airport, Taylor County, Florida**

Dear Ms. Cox:

On Tuesday, June 23, 2015 at 7:00 p.m. local time, bids were opened at the regularly scheduled Taylor County Board of County Commissioners meeting for the Concrete Apron Rehabilitation project at Perry Foley Airport. One (1) bid was received and a tabulation of the bid is enclosed herein for your reference. The total bid amount received is summarized as follows:

	Base Bid	Additive Alternate A	Additive Alternate B	Additive Alternate C	Additive Alternate D	Additive Alternate E	Total
Pettibone Concrete Construction, Inc.	\$167,630.00	\$368,620.25	\$399,972.00	\$508,221.50	\$757,928.50	\$34,137.50	\$2,236,509.75
Engineer's Opinion of Estimated Construction Cost	\$172,627.50	\$383,357.50	\$432,925.00	\$569,692.50	\$770,130.00	\$29,350.00	\$2,358,082.50

Based on our review of the submittal by Pettibone Concrete Construction, Inc. this bidder appears to be a responsive and responsible contractor. Pettibone Concrete Construction appears to specialize in concrete construction and concrete rehabilitation work and therefore appears to be qualified to complete the proposed scope of work. Although only one bid was received for this project, we believe that the bid price submitted is reasonable for the proposed work.

It should be noted that the Disadvantaged Business Enterprise (DBE) goal for this project is 4.78%. The submittal by Pettibone Concrete Construction did not propose participation by DBE contractors. In accordance with the Disadvantaged Business Enterprise Program form included in the Bid Documents, the bidder is required to either meet the DBE goal or make an acceptable good faith effort to meet the goal. Any recommendations made herein shall be contingent upon the County, in conjunction with the FAA and FDOT, determining that the bidder made a good faith effort to meet the DBE goal.

The total construction estimate for this project is approximately \$2,358,082.50. However, the state and federal funds currently available are approximately \$508,810. It was understood prior to design services that the available grant funding would not accommodate the rehabilitation of the entire apron. It was also agreed that the design should include rehabilitation of the entire apron so upon completion of this project, the County would have design documents prepared for the remaining apron rehabilitation work to improve the County's opportunity for future discretionary funds. The FAA routinely gives priority for discretionary funds to projects which are already designed and are ready to proceed with construction.

Tabulation of Bids and Recommendation of Award
Concrete Apron Rehabilitation
June 26, 2015
Page 2 of 2

In an effort to maximize available grant funding, the bid documents were organized into a base bid and five additive alternates (Additive Alternates A through E). Based on the available funding, we recommend awarding the Base Bid and Additive Alternate A. The Base Bid and Additive Alternate A include a "Micro-Mill and Install Thin Bonded Overlay (MM/TBO)" pay item. This rehabilitation method is specified to address low-priority non-structural concrete distresses. In consideration of the limits of currently available funding, we recommend removing this pay item from the Base Bid and Additive Alternate A with the contractor's concurrence. Preliminary coordination with the contractor indicates they would take no exception to this award.

Notwithstanding the County's final review of the complete project documents and legal review of bid forms, and based on our assessment of the above, we recommend award of the Base Bid and Additive Alternate A, without the "Micro-Mill and Install Thin Bonded Overlay (MM/TBO)" pay item, for the Concrete Apron Rehabilitation project contract to Pettibone Concrete Construction, Inc. at the revised Base Bid and Additive Alternate A bid amount of \$499,250.25. The County is currently finalizing the FAA (participation at 90% of the project funding) and FDOT (participation at 10% of the project funding) grants for this project. It is recommended that the County procure the FAA and FDOT grants prior to awarding the construction contract to protect the County from obligating County funds without an assurance of federal and state reimbursement.

We stand ready to assist the County in the implementation of this project based on your determination of the desirability of the award at this time. Should you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Sincerely,

AVCON, INC.

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

John Collins, P.E.
Project Manager

Enclosures

**BID TABULATION (BIDS OPENED JUNE 23, 2015)
CONCRETE APRON REHABILITATION
PERRY FOLEY AIRPORT**

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		PETTIBONE CONCRETE CONSTRUCTION, INC.	
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL

BASE BID - SLABS 987 TO 1164

1	M-101-1	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
2	M-101-2	BARRICADES AND MAINTENANCE OF TRAFFIC	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00
3	P-620-1	TAXIWAY PAVEMENT MARKINGS WITH REFLECTIVE MEDIA, YELLOW	SF	400	\$ 4.00	\$ 1,600.00	\$ 3.55	\$ 1,420.00
4	P-620-2	TAXIWAY PAVEMENT MARKINGS WITHOUT REFLECTIVE MEDIA, BLACK	SF	775	\$ 3.50	\$ 2,712.50	\$ 3.45	\$ 2,673.75
5	346-1	CLEAN AND SEAL SPALL (CSP)	SF	270	\$ 150.00	\$ 40,500.00	\$ 170.00	\$ 45,900.00
6	346-2	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1035	\$ 9.00	\$ 9,315.00	\$ 6.75	\$ 6,986.25
7	346-3	COMPLETE SLAB REPLACEMENT (SR)	SF	650	\$ 20.00	\$ 13,000.00	\$ 15.00	\$ 9,750.00
8	346-5	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	655	\$ 90.00	\$ 58,950.00	\$ 80.00	\$ 52,400.00
9	346-6	MICRO-MILL AND INSTALL THIN BONDED OVERLAY (MM / ITBO)	SF	340	\$ 45.00	\$ 15,300.00	\$ 50.00	\$ 17,000.00
10	346-7	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 125.00	\$ 6,250.00	\$ 150.00	\$ 7,500.00
					Sub-Total Base Bid:		\$ 172,627.50	\$ 167,630.00

ADDITIVE ALTERNATE A - SLABS 771 TO 986

11	M-101-1	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 9,000.00	\$ 9,000.00
12	M-101-2	BARRICADES AND MAINTENANCE OF TRAFFIC	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
13	P-620-1	TAXIWAY PAVEMENT MARKINGS WITH REFLECTIVE MEDIA, YELLOW	SF	230	\$ 4.00	\$ 920.00	\$ 3.55	\$ 816.50
14	P-620-2	TAXIWAY PAVEMENT MARKINGS WITHOUT REFLECTIVE MEDIA, BLACK	SF	425	\$ 3.50	\$ 1,487.50	\$ 3.45	\$ 1,466.25
15	346-1	CLEAN AND SEAL SPALL (CSP)	SF	800	\$ 150.00	\$ 120,000.00	\$ 170.00	\$ 136,000.00
16	346-2	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1050	\$ 9.00	\$ 9,450.00	\$ 6.75	\$ 7,087.50
17	346-3	COMPLETE SLAB REPLACEMENT (SR)	SF	2550	\$ 20.00	\$ 51,000.00	\$ 15.00	\$ 38,250.00
18	346-5	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,700	\$ 90.00	\$ 153,000.00	\$ 80.00	\$ 136,000.00
19	346-6	MICRO-MILL AND INSTALL THIN BONDED OVERLAY (MM / ITBO)	SF	400	\$ 45.00	\$ 18,000.00	\$ 50.00	\$ 20,000.00
20	346-7	REMOVE AND REPLACE PATCH (R & RP)	SF	100	\$ 125.00	\$ 12,500.00	\$ 150.00	\$ 15,000.00
					Sub-Total Additive Alternate A:		\$ 383,357.50	\$ 368,620.25

ADDITIVE ALTERNATE B - SLABS 531 TO 770

21	M-101-1	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 9,000.00	\$ 9,000.00
22	M-101-2	BARRICADES AND MAINTENANCE OF TRAFFIC	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
23	P-620-1	TAXIWAY PAVEMENT MARKINGS WITH REFLECTIVE MEDIA, YELLOW	SF	365	\$ 4.00	\$ 1,460.00	\$ 3.55	\$ 1,295.75
24	P-620-2	TAXIWAY PAVEMENT MARKINGS WITHOUT REFLECTIVE MEDIA, BLACK	SF	700	\$ 3.50	\$ 2,450.00	\$ 3.45	\$ 2,415.00
25	346-1	CLEAN AND SEAL SPALL (CSP)	SF	500	\$ 150.00	\$ 75,000.00	\$ 170.00	\$ 85,000.00
26	346-2	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,910	\$ 9.00	\$ 17,190.00	\$ 6.75	\$ 12,892.50
27	346-3	COMPLETE SLAB REPLACEMENT (SR)	SF	5,040	\$ 20.00	\$ 100,800.00	\$ 15.00	\$ 75,600.00
28	346-4	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, 2"-4" DEPTH (SRUC & P)	SF	300	\$ 125.00	\$ 37,500.00	\$ 150.00	\$ 45,000.00
29	346-5	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,430	\$ 90.00	\$ 128,700.00	\$ 80.00	\$ 114,400.00
30	346-6	MICRO-MILL AND INSTALL THIN BONDED OVERLAY (MM / ITBO)	SF	520	\$ 45.00	\$ 23,400.00	\$ 50.00	\$ 26,000.00
31	346-7	REMOVE AND REPLACE PATCH (R & RP)	SF	115	\$ 125.00	\$ 14,375.00	\$ 150.00	\$ 17,250.00
32	P-605-1	REMOVE OLD SEALANT, CLEAN AND RESEAL JOINTS (ROS / CJ / R)	LF	1,675	\$ 6.00	\$ 10,050.00	\$ 4.25	\$ 7,118.75
					Sub-Total Additive Alternate B:		\$ 432,925.00	\$ 399,972.00

BID TABULATION (BIDS OPENED JUNE 23, 2015)
CONCRETE APRON REHABILITATION
PERRY FOLEY AIRPORT

ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		PETTIBONE CONCRETE CONSTRUCTION, INC.	
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL

ADDITIVE ALTERNATE C - SLABS 289 TO 530

33	M-101-1	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 9,000.00	\$ 9,000.00
34	M-101-2	BARRICADES AND MAINTENANCE OF TRAFFIC	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00
35	P-620-1	TAXIWAY PAVEMENT MARKINGS WITH REFLECTIVE MEDIA, YELLOW	SF	105	\$ 4.00	\$ 420.00	\$ 3.55	\$ 372.75
36	P-620-2	TAXIWAY PAVEMENT MARKINGS WITHOUT REFLECTIVE MEDIA, BLACK	SF	175	\$ 3.50	\$ 612.50	\$ 3.45	\$ 603.75
37	346-1	CLEAN AND SEAL SPALL (CSP)	SF	550	\$ 150.00	\$ 82,500.00	\$ 170.00	\$ 93,500.00
38	346-2	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	3,540	\$ 9.00	\$ 31,860.00	\$ 6.75	\$ 23,895.00
39	346-3	COMPLETE SLAB REPLACEMENT (SR)	SF	3,000	\$ 20.00	\$ 60,000.00	\$ 15.00	\$ 45,000.00
40	346-5	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	2,620	\$ 90.00	\$ 235,800.00	\$ 80.00	\$ 209,600.00
41	346-6	MICRO-MILL AND INSTALL THIN BONDED OVERLAY (MM / ITBO)	SF	700	\$ 45.00	\$ 31,500.00	\$ 50.00	\$ 35,000.00
42	346-7	REMOVE AND REPLACE PATCH (R & RP)	SF	200	\$ 125.00	\$ 25,000.00	\$ 150.00	\$ 30,000.00
43	P-605-1	REMOVE OLD SEALANT, CLEAN AND RESEAL JOINTS (ROS / CJ / R)	LF	13,000	\$ 6.00	\$ 78,000.00	\$ 4.25	\$ 55,250.00
Sub-Total Additive Alternate C:						\$ 569,692.50		\$ 508,221.50

ADDITIVE ALTERNATE D - SLABS 1 TO 288

44	M-101-1	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 9,000.00	\$ 9,000.00
45	M-101-2	BARRICADES AND MAINTENANCE OF TRAFFIC	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00
46	P-620-1	TAXIWAY PAVEMENT MARKINGS WITH REFLECTIVE MEDIA, YELLOW	SF	370	\$ 4.00	\$ 1,480.00	\$ 3.55	\$ 1,313.50
47	P-620-2	TAXIWAY PAVEMENT MARKINGS WITHOUT REFLECTIVE MEDIA, BLACK	SF	700	\$ 3.50	\$ 2,450.00	\$ 3.45	\$ 2,415.00
48	346-1	CLEAN AND SEAL SPALL (CSP)	SF	250	\$ 150.00	\$ 37,500.00	\$ 170.00	\$ 42,500.00
49	346-2	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	4,400	\$ 9.00	\$ 39,600.00	\$ 6.75	\$ 29,700.00
50	346-3	COMPLETE SLAB REPLACEMENT (SR)	SF	7,900	\$ 20.00	\$ 158,000.00	\$ 15.00	\$ 118,500.00
51	346-4	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, 2'-4" DEPTH (SRUC & P)	SF	2,600	\$ 125.00	\$ 325,000.00	\$ 150.00	\$ 390,000.00
52	346-5	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	600	\$ 90.00	\$ 54,000.00	\$ 80.00	\$ 48,000.00
53	346-6	MICRO-MILL AND INSTALL THIN BONDED OVERLAY (MM / ITBO)	SF	680	\$ 45.00	\$ 30,600.00	\$ 50.00	\$ 34,000.00
54	346-7	REMOVE AND REPLACE PATCH (R & RP)	SF	100	\$ 125.00	\$ 12,500.00	\$ 150.00	\$ 15,000.00
55	P-605-1	REMOVE OLD SEALANT, CLEAN AND RESEAL JOINTS (ROS / CJ / R)	LF	14,000	\$ 6.00	\$ 84,000.00	\$ 4.25	\$ 59,500.00
Sub-Total Additive Alternate D:						\$ 770,130.00		\$ 757,928.50

ADDITIVE ALTERNATE E - SLABS 1155 TO 1193

56	M-101-1	MOBILIZATION	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00
57	M-101-2	BARRICADES AND MAINTENANCE OF TRAFFIC	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00
58	346-1	CLEAN AND SEAL SPALL (CSP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 170.00	\$ 8,500.00
59	346-2	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	650	\$ 9.00	\$ 5,850.00	\$ 6.75	\$ 4,387.50
60	346-3	COMPLETE SLAB REPLACEMENT (SR)	SF	650	\$ 20.00	\$ 13,000.00	\$ 15.00	\$ 9,750.00
Sub-Total Additive Alternate E:						\$ 29,350.00		\$ 34,137.50

20

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Approve Fiscal Year 2015-2016 Funding Certification To Florida Housing Finance Corporation for the State Housing Initiative Partnership Program (SHIP) for the County to be eligible to receive \$350,000 in housing assistance funding for FY 2015-2016.

MEETING DATE REQUESTED:

July 6, 2015

Statement of Issue: The Board to approve Funding Certification required to receive funding for the local SHIP Housing program.

Recommended Action: Approve Funding Certification.

Fiscal Impact: SHIP Grant funds in the amount of \$350,000. There is no match required from the County.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Funding Certification is required from the County to be eligible to receive \$350,000 to be used for the SHIP program. The grant funds will be used to provide First Time Homebuyers Down Payment Assistance, rehabilitation assistance, and demolition and reconstruction of homes which meet the eligibility requirements. At least 20% of the grant funds must be allocated to serve persons with special needs and disabilities per Section 420.004, Florida Statutes.

Attachments: Fiscal Year 2015-2016 Funding Certification

**State Housing Initiative Partnership (SHIP) Program
Fiscal Year 2015-2016 Funding Certification**

Name of Local Government

Taylor County

Projected Allocation*

\$350,000

**See allocation chart attached to this document.*

Strategies	Will this strategy serve HO or Rental?	Is this an approved strategy in current LHAP? (Y/N)	Will this strategy be eligible for Special Needs Applicants? (Y/N)	Total \$ Amount to be Expended
Homebuyer Assistance	HO	Y	Y	\$ 74,000
Demolition/New Construction	HO	Y	Y	\$145,000
Rehabilitation	HO	Y	Y	\$ 96,000
				\$
				\$
Total must equal total allocation for 2015-2016 minus administrative costs				\$315,000
For strategies targeting the Special Needs requirement, describe any additional information that will be utilized to ensure this goal is met: Special Needs Applicants will be given first priority until the 20% set aside has been met.				

Legislative Proviso Language

From the funds in Specific Appropriation 2241, each local government must use a minimum of 20 percent of its allocation to serve persons with special needs as defined in section 420.0004, Florida Statutes. Before this portion of the allocation is released by the Florida Housing Finance Corporation (FHFC), a local government must certify that it will meet this requirement through existing approved strategies in the local assistance plan or submit a new local housing assistance plan strategy for this purpose to the FHFC for approval to ensure that it meets these specifications. The first priority of these special needs funds must be to serve persons with developmental disabilities as defined in section 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

From the funds in Specific Appropriation 2241, local governments may create regional partnerships across jurisdictional boundaries through the pooling of appropriated funds to address homeless housing needs identified in local housing assistance plans.

Statutory Revision (new subsection added to 420.9072)

420.9072 (10) Notwithstanding ss. 420.9071(26) and 420.9075(5) and subsection (7), for the 2015-2016 fiscal year:

- (a) The term "rent subsidies" means ongoing monthly rental assistance.
- (b) Up to 25 percent of the funds made available in each county and each eligible municipality from the local housing distribution may be used for rental assistance and rent subsidies as provided in paragraph (c).
- (c) A county or an eligible municipality may expend its portion of the local housing distribution to provide the following types of rental assistance and rent subsidies:

- 1. Security and utility deposit assistance.
- 2. Eviction prevention subsidies not to exceed 6 months' rent.
- 3. Rent subsidies for very-low-income households with at least one adult who is a person with special needs as defined in s. 420.0004 or a person who is homeless as defined in s. 420.621 when the person initially qualified for a rent subsidy. The period of rental subsidy may not exceed 12 months for any eligible household or person.
- (d) This subsection expires July 1, 2016.

References

420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

Certifications for SHIP Fiscal Year 2015-2016 Funding:

TAYLOR COUNTY

agrees that:

Local Government Name

1. The city/county has read and understands the proviso and statutory language above.
2. The city/county understands that we are required to meet the goals as described in the language for the allocation of SHIP funds for fiscal year 2015-2016 in addition to meeting all other SHIP program requirements in section 420.9071-9079, Florida Statutes, and chapter 67-37, Florida Administrative Code.
3. The city/county will use at least 20% of the allocation of SHIP funds for fiscal year 2015-2016 for special needs households as defined in section 420.0004 (13), Florida Statutes, and included below through approved strategies or by incorporating new strategies, prioritizing funding for persons with developmental disabilities as defined in section 393.063 (9), Florida Statutes, and included below with an emphasis on home modifications, including technological enhancements and devices.
4. The city/county agrees to tracking each household for special needs and will report such data as part of the annual report or as required by FHFC.
5. The city/county understands that use of SHIP funds for the activities described in the proviso and statutory language in this certification must be completed through a strategy approved by FHFC.

Authorized Signature:

Patricia Patterson, Chair

Name

Signature

Date: _____

Please return this completed form as a PDF document to robert.dearduff@floridahousing.org

21

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Requesting Board approval to move forward with the preparation of a Hurricane Loss Mitigation Program-Residential Construction Mitigation Program (RCMP) grant application and waiver public hearings due to the tight timelines of the grant application submission deadline.

MEETING DATE REQUESTED:

July 6, 2015

Statement of Issue: The County was notified of the availability of these grant funds June 26, 2015 and the grant application is due by August 3, 2015. These funds can be used with SHIP and CDBG housing rehabilitation funds to "strengthen " and improve resiliency of residential structures from hurricanes and severe weather events. These funds would enable the County to increase assistance to our homeowners.

Recommended Action: Move forward with the preparation and submission of the grant application and waiver public hearings.

Fiscal Impact: The County is eligible to submit grant application up to \$194,000 and a match is not required.

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: As Government Services Group (GSG) provides SHIP grant administration and inspection services to the County, Jay Moseley with GSG has agreed to provide assistance to the County in preparing the grant application due to the tight timelines and the detail required in the application. Should the County be awarded funds through this program, we would be able to provide a considerable amount of additional housing rehabilitation assistance to our citizens.

Attachments: RCMP Program Information

State of Florida
Division of Emergency Management



RFP-DEM-14-15-043

HURRICANE LOSS MITIGATION PROGRAM
Residential Construction Mitigation Program (RCMP)

Request for Proposals

CONTACT FOR QUESTIONS:

Tara Walters
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100
Tara.Walters@em.myflorida.com
Phone #: (850) 410-1391
Fax #: (850) 488-7842

1) **BACKGROUND**

In 1999, the Florida Legislature passed the Bill Williams Residential Safety and Preparedness Act. Codified as section 215.559, Florida Statutes, this legislation created the Hurricane Loss Mitigation Program ("HLMP").

In order to fund the HLMP, the Legislature appropriates at least \$10 million annually from the Florida Hurricane Catastrophe Fund to the Florida Division of Emergency Management ("Division"). Of that \$10 million, the Division can expend \$3.5 million in order to:

- a) Fund programs that "improve the wind resistance of residences and mobile homes...";
- b) Educate "persons concerning the Florida Building Code cooperative programs..."; and,
- c) Undertake "other efforts to prevent or reduce losses or reduce the cost of rebuilding after a disaster."

In accordance with section 215.559(5), Florida Statutes, funds appropriated by the Legislature to the Division for HLMP purposes "are intended to supplement, not supplant, the [D]ivision's other funding sources." Thus, HLMP projects should not duplicate existing mitigation programs administered by the Division.

As required by section 215.559(4), Florida Statutes, the Division implemented the HLMP in consultation with an advisory council. Based upon that consultation, the Division developed the Residential Construction Mitigation Program ("RCMP"). A component of the HLMP, the RCMP provides grant funding to governmental entities, nonprofit organizations, and qualified for-profit organizations as a means to improve the resiliency of residential structures within their communities. Mitigation retrofit improvements currently authorized for the RCMP include:

- a) Replacement of roof sheathing;
- b) Replacement of roof covering;
- c) Strengthening of roof deck attachment;
- d) Installation of secondary water barrier;
- e) Installation of hurricane straps;
- f) Installation of window and door opening protection;
- g) Installation of hurricane resistant windows and doors;
- h) Brace bottom chord gable end; and,
- i) Anchoring of wall or floor units to the foundation.

Ultimately, HLMP provides a mechanism for the Division to use moneys from the Hurricane Catastrophe Fund in order to protect against damage to property caused by disasters; by reducing the exposure of insured property in the State of Florida, the HLMP thereby reduces the exposure of the Hurricane Catastrophe Fund (and therefore, the exposure of Florida's taxpayers).

2) SOLICITATION

Through this Request for Proposals ("RFP"), the Division solicits written proposals from responsible and responsive Proposers who seek to perform mitigation retrofit improvements to residential properties. In order to qualify for an award, the proposed mitigation retrofit improvements must reduce losses or reduce the cost of rebuilding after a disaster. Additionally, Proposers must target residential properties that are not in compliance with the current edition of the Florida Building Code ("FBC").

When determining the effectiveness of a particular retrofit improvement, the Division will focus on the amount of reduction in risk exposure associated with the mitigation of a residential property, not the age of that property. Nonetheless, the Division encourages Proposers to target residential properties that fail to comply with the 2001 edition of the FBC as retrofit improvements to those properties may yield the greatest savings for the Hurricane Catastrophe Fund.

3) PROPOSERS

For the purpose of this document, the term "Proposer" means the prime Recipient acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer's team. The term "proposal" means the complete response of the Proposer to the RFP, including properly completed forms and supporting documentation. After the award, said Proposer will be referred to as the "Recipient".

4) ELIGIBLE PROPOSERS

Grant funds awarded under the RCMP qualify as state financial assistance under the Florida Single Audit Act. See Section 215.971, Florida Statutes. The Catalog of State Financial Assistance number (CSFA#) for RCMP is 31.066.

Because the Legislature provides the Division with RCMP funds through the grants and aid appropriation category, eligible proposers under this RFP include governmental entities, nonprofit organizations, and qualified for-profit organizations; individual homeowners are ineligible to apply. The following statutory sections provide additional guidance:

- a) **Grants and aid.** In order to qualify for an award of a State-Funded Grant Agreement under the "grants and aid" appropriation category, a Recipient must be either a unit of government or nonstate entity. See Section 216.011(1)(r), Florida Statutes.

b) **Nonstate entity.** As defined by section 215.97(2)(m), Florida Statutes, nonstate entity “means a local governmental entity, nonprofit organization, or for-profit organization that receives state financial assistance.”

1. **Local governmental entity.** As defined by section 215.97(2)(j), Florida Statutes, local governmental entity “means a county as a whole, municipality, or special district or any other entity excluding a district school board, charter school, Florida College System institution, or public university, however styled, which independently exercises any type of governmental function within the state.”
2. **Nonprofit organization.** As defined by section 215.97(2)(l), Florida Statutes, nonprofit organization “means any corporation, trust, association, cooperative, or other organization that:
 - a. Is operated primarily for scientific, educational service, charitable, or similar purpose in the public interest.
 - b. Is not organized primarily for profit
 - c. Uses net proceeds to maintain, improve, or expand the operations of the organization.
 - d. Has no part of its income or profit distributable to its members, directors, or officers.
3. **For-profit organization.** As defined by section 215.97(2)(g), Florida Statutes, for-profit organization “means any organization or sole proprietor that is not a governmental entity or a nonprofit organization.”

5) **RESPONSIBILITY**

In order to qualify as a responsible vendor as that term is defined by section 287.012(25), Florida Statutes, a proposer must demonstrate the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

6) **PROPOSALS**

Applicants may submit one (1) proposal for a maximum award amount of \$194,000. Subcontractors may appear in more than one proposal. Sections 30 through 33 of this RFP provide additional guidance on proposal requirements.

7) **RESPONSIVENESS**

- a) **Vendor.** In order to qualify as a responsive vendor as that term is defined by section 287.012(27), Florida Statutes, a Proposer must submit a proposal that conforms in all material respects to this solicitation.
- b) **Proposal.** In order to qualify as a responsive proposal as that term is defined by section 287.012(26), Florida Statutes, a proposal must conform in all material respects to this solicitation.

1. The Division shall not consider any proposal that contains a material deviation from the terms of this solicitation. However, the Division reserves the right to consider a proposal that contains a minor deviation or irregularity so long as that minor deviation or irregularity does not provide a competitive advantage over the other proposers.
2. The Division shall not permit a vendor to amend a proposal after the due date for submissions – even if to correct a deviation or irregularity.
3. Proposals shall not be considered if not received by the Division on or before the date and time specified as the due date for submission.
4. All proposals must be typed or printed in ink.
5. A proposal may fail to qualify as responsive by reasons that include, but are not limited to:
 - a. Failure to include a material form or addendum;
 - b. Failure to include material information;
 - c. Modification of the proposal specifications;
 - d. Submission of conditional proposals or incomplete proposals; and,
 - e. Submission of indefinite or ambiguous proposals.
6. Other conditions which may cause rejections of proposals include but are not limited to:
 - a. Submission of more than one proposal from the same vendor;
 - b. Evidence of collusion among proposers;
 - c. Obvious lack of experience or expertise to perform the required work;
 - d. Failure to perform or meet financial obligations on previous contracts or grant agreements; and,
 - e. Inclusion on the United States Comptroller General's List of Ineligible Contractors for Federally Financed or Assisted Projects.

8) SELECTION CRITERIA

The Division will analyze each proposal by utilizing the source selection criteria outlined in Section 42 of this RFP.

9) AWARDS

The Division intends to award State-Funded Grant Agreements to the responsive and responsible Proposers whose proposals are determined to be the most advantageous to the Division. After awards, said Proposers will be referred to as the "Recipient". Awards will be offered to the Proposer with the overall highest average score, then to the Proposer with the next highest average score, and so on, until all funds have been offered or all eligible proposals have been funded. Partial funding may be offered to Proposers in order to expend all available money.

The Notice of Intent to Award will be announced and posted on the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu after final evaluation and totaling of scores at the Selection Committee meeting specified in the Schedule of Events (See Introduction Section 2, Schedule of Events). If the Division is confronted with identical scoring from multiple vendors, the Division shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.

10) PERIOD OF PERFORMANCE

The Division anticipates that the period of performance will begin on date of final execution of the Agreement by the Division and be effective through August 30, 2016.

11) PROPERTY IDENTIFICATION

After the execution of the State-Funded Grant Agreement, the Recipient shall conduct an inspection of residential properties and identify a group of properties eligible for mitigation retrofit improvements. The Recipient shall submit a list of those properties to the Division within four (4) weeks of the posted Notice of Intent To Award on the MyFloridaMarketPlace ("MFMP") Vendor Bid System. The Recipient shall submit property information and the estimated mitigation costs on the 2016 Property Information Spreadsheet (PIS) provided by the Division at the time of Award. Color photographs of the structures are required with the submission of the PIS. The Recipient may identify additional properties over the course of the fiscal year until all awarded funds are expended. Finally, the Division does not require Proposers to identify a group of properties prior to submission of a proposal.

12) BENEFIT-COST ANALYSIS

The Division will conduct a benefit-cost analysis (BCA) for each of the submitted properties to determine if the mitigation retrofits are cost-effective. The BCA results in a numerical ratio expression of the cost-effectiveness of a mitigation project and is calculated as: total project mitigation benefits divided by total project mitigation costs. A property with a BCA ratio of one (1) or greater has more benefits than costs and is therefore considered cost-effective. Some of the submitted properties may receive a BCA ratio of less than one (1). However, if the combined BCA ratio for the submitted group of properties is equal to one (1) or greater the group of properties may be approved. Specific properties may be added or withdrawn if necessary in order to achieve a combined BCA of one (1) or greater.

13) SCHEDULE OF EVENTS

Provided below is a list of critical dates and actions. These dates are subject to change. Notice of changes (addenda) will be posted on the MFMP Vendor Bid System at www.myflorida.com (click on "BUSINESS", then click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information.

ACTION / LOCATION	DATE	TIME
ADVERTISE RFP	06/22/2015	
RFP and SCORING CRITERIA To Committee Members via Email	06/22/2015	
DEADLINE FOR TECHNICAL QUESTIONS There is no deadline for administrative questions	07/01/2015	12:00 PM EST
POSTING OF TECHNICAL QUESTIONS & ANSWERS	07/08/2015	05:00 PM EST
PROPOSALS DUE (TECHNICAL PROPOSAL): 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100	08/03/2015	02:00 PM EST
PUBLIC OPENING (TECHNICAL PROPOSAL): 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100	08/03/2015	02:30 PM EST
SCORES DUE TO PROCUREMENT (SCORING TABULATION BY PROCUREMENT): 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100	08/14/2015	10:00 AM EST
POSTING OF INTENDED AWARD:	08/20/2015	05:00 PM EST

14) CONTACT PROCEDURE

As required by section 287.057(23), Florida Statutes, the Division highlights the following provision:

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation

documents. Violation of this provision may be grounds for rejecting a response.

15) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address, or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at: 1 (800) 955-8771 (TDD).

16) MYFLORIDAMARKETPLACE

Since July 1, 2003, the State has been using the State of Florida's web-based electronic procurement system known as MyFloridaMarketplace ("MFMP"). Proposers must be registered and active in the state of Florida's MFMP system by the time and date of the technical proposal opening or they will be considered non-responsive. All prospective proposers that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-8746 for assisted registration.

17) FLORIDA DEPARTMENT OF FINANCIAL SERVICES (DFS) W-9 INITIATIVE

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically to <https://vendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

18) QUESTIONS/ANSWERS

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement specialist identified below. Questions must be received no later than the time and date reflected on the Schedule of Events. The Division's written response to written inquiries submitted timely by proposers will be posted to MFMP at: <http://myflorida.com/apps/vbs/vbs> www.main menu no later than the time and date reflected in Section 2, Schedule of Events. To access the Vendor Bid System (click on BUSINESS', then click on Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"). It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

22

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve grant application to the Federal Aviation Administration (FAA) requesting funding assistance for the rehabilitation of the concrete apron at Perry Foley Airport.

MEETING DATE REQUESTED:

July 6, 2015

Statement of Issue: Board to review and approve grant application to FAA in the amount of \$623,940.25 for the rehabilitation of the concrete apron at Perry Foley Airport.

Recommended Action: Approve grant application to FAA

Fiscal Impact: The County is requesting funding assistance from FAA in the amount of \$561,546.23 and \$62,394.02 from FDOT Aviation for a total project cost of \$623,940.25. The County will be requesting a waiver of match from FDOT under the Rural Economic Development Initiative (REDI). The project will be 100% grant funded if approved.

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County submitted a pre-application to FAA January 20, 2015 and the application was subsequently approved by FAA to compete in the competitive grant process. FAA requires the County to advertise and award a bid to the proposed project contractor prior to submission of the grant application. The Bid Committee is recommending Board approval of Pettibone Concrete Construction, Inc. at the July 6, 2015 meeting. The concrete apron has been repaired several times and dates back to the 1940's. The total renovation of the apron will be completed in a series of phases as funding is available.

Attachments: Application for Federal Assistance to FAA , and required grant application attachments.

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION		2. DATE SUBMITTED	Applicant Identifier
Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name: Taylor County, Florida		Organizational Unit: Perry Foley Airport	
Address (give city, county, state and zip code): 201 East Green Street Perry, Florida 32347		Name and telephone of the person to be contacted on matters involving this application (give area code) Melody Cox – Grants Administrator (850) 838-3553	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 5 9 - 6 0 0 0 8 7 9		7. TYPE OF APPLICANT: (enter appropriate letter in box) B	
8. TYPE OF APPLICATION <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify): _____		A. State H. Independent School Dist. B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Intermunicipal M. Profit Organization G. Special District N. Other (Specify): _____	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO. 2 0 - 1 0 6 TITLE: FAA AIRPORT IMPROVEMENT PROGRAM		9. NAME OF FEDERAL AGENCY: Federal Aviation Administration	
12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Taylor County, Florida		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Rehabilitate Concrete Apron Project	
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date 09/01/15	Ending Date 02/01/16	a. Applicant District 2	b. Project District 2
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 561,546.23	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____	
b. Applicant	.00	b. NO. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
c. State	\$ 62,394.02		
d. Local	.00		
e. Other	.00		
f. Program Income	.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes, If "Yes", attach an explanation <input checked="" type="checkbox"/> No	
g. TOTAL	\$ 623,940.25		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED			
a. Typed Name of Authorized Representative Ms. Patricia Patterson		b. Title Board Chair, Taylor County, Florida	c. Telephone (850) 838-3500
d. Signature of Authorized Representative		Date Signed	

PART II

PROJECT APPROVAL INFORMATION
SECTION AItem 1.

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ NoName of Governing Body _____
Primary Rating _____Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ No (Attach Documentation)

Name of Agency or Board _____

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

☐ Yes ☒ No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency _____

Date _____

Item 5.

Is the proposal project covered by an approved comprehensive plan?

☐ Yes ☒ NoCheck one: State ☐
Local ☐
Regional ☐

Location of Plan _____

Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation _____

Federal Population benefiting from Project _____

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation _____

Location of Federal Land _____

Percent of Project _____

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals. _____
Families. _____
Businesses. _____
Farms. _____Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

No land adjacent to the airport will be impacted. This project is a pavement rehabilitation project only.

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default.

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

There are no facts or circumstances.

4. Land. - (a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The project is located on the Perry Foley Airport. All lands are owned by the County.

State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Sponsor owns all the land necessary for the completion of this project.

(C) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Sponsor owns all the land necessary for the completion of this project.

5. Exclusive Rights. - There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There is no grant of an exclusive right.

State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART IV
PROGRAM NARRATIVE**

PROJECT: Rehabilitate Concrete Apron

AIRPORT: Perry Foley Airport

1. Objective:

The objective of this project is to rehabilitate the existing concrete apron south of the airport terminal. The existing apron is showing signs of spalls and cracks and is in need of rehabilitation.

2. Benefits Anticipated:

This project will ensure safe operations at the airport. Spalls and cracks are producing foreign object debris (FOD) which can be harmful to aircraft. The aged pavement is also allowing moisture to penetrate the pavement and enter the base materials which can cause damage to the pavement.

3. Approach: (See approved Scope of Work in final Application)

This project will be scheduled once funding is approved. This work will be accomplished through a standard process which involves completion of the design, followed by a publicly advertised bid, and then construction by the approved entity.

4. Geographic Location:

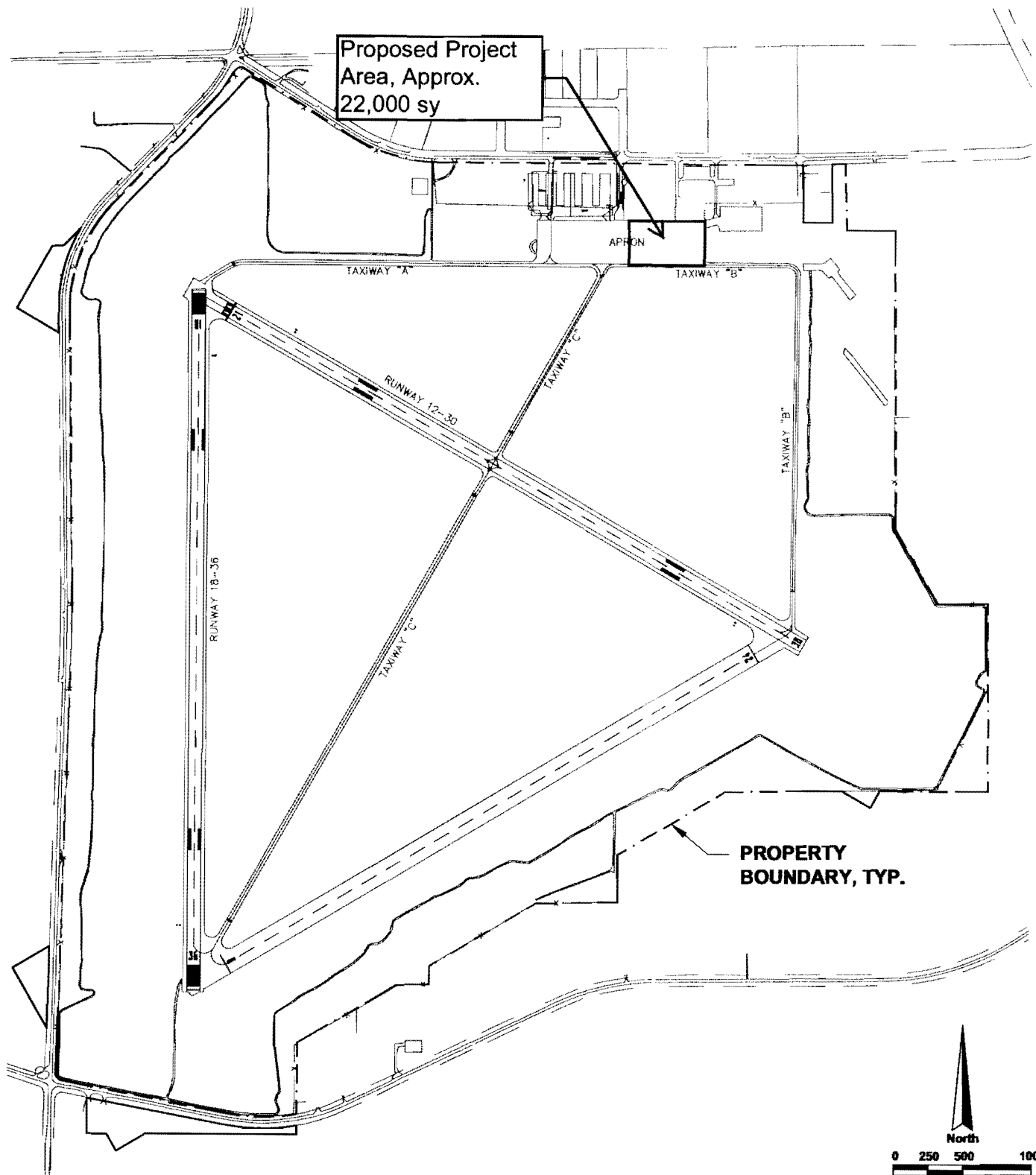
(See attached location map, **Attachment A**)

5. Justification for Force Account Work: (if applicable)

Not Applicable

6. Sponsor's Representative: (incl. address & tel. no.)

Melody Cox – Grants Administer, 201 East Green Street, Perry, FL 32347
(850) 838-3553



TAYLOR COUNTY

PERRY-FOLEY AIRPORT

LOCATION MAP
ATTACHMENT A



AVCON, INC.
ENGINEERS & PLANNERS
320 BAYSHORE DRIVE, WHITE A - WILMINGTON, DE 19812-2425
OFFICE: (302) 678-0050 - FAX: (302) 678-0040
EXEMPT AUTHORITY CERTIFICATION NUMBER: 5057
WWW.AVCONINC.COM

**BID TABULATION (BIDS OPENED JUNE 23, 2015)
CONCRETE APRON REHABILITATION
PERRY FOLEY AIRPORT**

					ENGINEER'S ESTIMATE		PETTIBONE CONCRETE CONSTRUCTION, INC.	
ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
BASE BID - SLABS 987 TO 1154								
1	M-101-1	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
2	M-101-2	BARRICADES AND MAINTENANCE OF TRAFFIC	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00
3	P-620-1	TAXIWAY PAVEMENT MARKINGS WITH REFLECTIVE MEDIA, YELLOW	SF	400	\$ 4.00	\$ 1,600.00	\$ 3.55	\$ 1,420.00
4	P-620-2	TAXIWAY PAVEMENT MARKINGS WITHOUT REFLECTIVE MEDIA, BLACK	SF	775	\$ 3.50	\$ 2,712.50	\$ 3.45	\$ 2,673.75
5	346-1	CLEAN AND SEAL SPALL (CSP)	SF	270	\$ 150.00	\$ 40,500.00	\$ 170.00	\$ 45,900.00
6	346-2	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1035	\$ 9.00	\$ 9,315.00	\$ 6.75	\$ 6,986.25
7	346-3	COMPLETE SLAB REPLACEMENT (SR)	SF	650	\$ 20.00	\$ 13,000.00	\$ 15.00	\$ 9,750.00
8	346-5	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	655	\$ 90.00	\$ 58,950.00	\$ 80.00	\$ 52,400.00
10	346-7	REMOVE AND REPLACE PATCH (R & RP)	SF	50	\$ 125.00	\$ 6,250.00	\$ 150.00	\$ 7,500.00
Sub-Total Base Bid:						\$ 157,327.50	\$ 150,630.00	

ADDITIVE ALTERNATE A - SLABS 771 TO 888

11	M-101-1	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 9,000.00	\$ 9,000.00
12	M-101-2	BARRICADES AND MAINTENANCE OF TRAFFIC	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
13	P-620-1	TAXIWAY PAVEMENT MARKINGS WITH REFLECTIVE MEDIA, YELLOW	SF	230	\$ 4.00	\$ 920.00	\$ 3.55	\$ 816.50
14	P-620-2	TAXIWAY PAVEMENT MARKINGS WITHOUT REFLECTIVE MEDIA, BLACK	SF	425	\$ 3.50	\$ 1,487.50	\$ 3.45	\$ 1,466.25
15	346-1	CLEAN AND SEAL SPALL (CSP)	SF	800	\$ 150.00	\$ 120,000.00	\$ 170.00	\$ 136,000.00
16	346-2	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1050	\$ 9.00	\$ 9,450.00	\$ 6.75	\$ 7,087.50
17	346-3	COMPLETE SLAB REPLACEMENT (SR)	SF	2550	\$ 20.00	\$ 51,000.00	\$ 15.00	\$ 38,250.00
18	346-5	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,700	\$ 90.00	\$ 153,000.00	\$ 80.00	\$ 136,000.00
20	346-7	REMOVE AND REPLACE PATCH (R & RP)	SF	100	\$ 125.00	\$ 12,500.00	\$ 150.00	\$ 15,000.00
					Sub-Total Additive Alternate A:		\$ 365,357.50	\$ 348,620.25

ADDITIVE ALTERNATE B - SLABS 531 TO 770 (NOT INCLUDED IN CONTRACT)

21	M-101-1	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 9,000.00	\$ 9,000.00
22	M-101-2	BARRICADES AND MAINTENANCE OF TRAFFIC	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
23	P-620-1	TAXIWAY PAVEMENT MARKINGS WITH REFLECTIVE MEDIA, YELLOW	SF	365	\$ 4.00	\$ 1,460.00	\$ 3.55	\$ 1,295.75
24	P-620-2	TAXIWAY PAVEMENT MARKINGS WITHOUT REFLECTIVE MEDIA, BLACK	SF	700	\$ 3.50	\$ 2,450.00	\$ 3.45	\$ 2,415.00
25	346-1	CLEAN AND SEAL SPALL (CSP)	SF	500	\$ 150.00	\$ 75,000.00	\$ 170.00	\$ 85,000.00
26	346-2	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	1,910	\$ 9.00	\$ 17,190.00	\$ 6.75	\$ 12,892.50
27	346-3	COMPLETE SLAB REPLACEMENT (SR)	SF	5,040	\$ 20.00	\$ 100,800.00	\$ 15.00	\$ 75,600.00
28	346-4	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, 2'-4" DEPTH (SRUC & P)	SF	300	\$ 125.00	\$ 37,500.00	\$ 150.00	\$ 45,000.00
29	346-5	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	1,430	\$ 90.00	\$ 128,700.00	\$ 80.00	\$ 114,400.00
30	346-6	MICRO-MILL AND INSTALL THIN BONDED OVERLAY (MM / ITBO)	SF	520	\$ 45.00	\$ 23,400.00	\$ 50.00	\$ 26,000.00
31	346-7	REMOVE AND REPLACE PATCH (R & RP)	SF	115	\$ 125.00	\$ 14,375.00	\$ 150.00	\$ 17,250.00
32	P-605-1	REMOVE OLD SEALANT, CLEAN AND RESEAL JOINTS (ROS / CJ / R)	LF	1,675	\$ 6.00	\$ 10,050.00	\$ 4.25	\$ 7,118.75
					Sub-Total Additive Alternate B:		\$ 432,925.00	\$ 399,972.00

BID TABULATION (BIDS OPENED JUNE 23, 2016)
CONCRETE APRON REHABILITATION
PERRY FOLEY AIRPORT

					ENGINEER'S ESTIMATE		PETTIBONE CONCRETE CONSTRUCTION, INC.	
ITEM NUMBER	BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
ADDITIVE ALTERNATE C - SLABS 289 TO 530 (NOT INCLUDED IN CONTRACT)								
33	M-101-1	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 9,000.00	\$ 9,000.00
34	M-101-2	BARRICADES AND MAINTENANCE OF TRAFFIC	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00
35	P-620-1	TAXIWAY PAVEMENT MARKINGS WITH REFLECTIVE MEDIA, YELLOW	SF	105	\$ 4.00	\$ 420.00	\$ 3.55	\$ 372.75
36	P-620-2	TAXIWAY PAVEMENT MARKINGS WITHOUT REFLECTIVE MEDIA, BLACK	SF	175	\$ 3.50	\$ 612.50	\$ 3.45	\$ 603.75
37	346-1	CLEAN AND SEAL SPALL (CSP)	SF	550	\$ 150.00	\$ 82,500.00	\$ 170.00	\$ 93,500.00
38	346-2	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	3,540	\$ 9.00	\$ 31,860.00	\$ 6.75	\$ 23,895.00
39	346-3	COMPLETE SLAB REPLACEMENT (SR)	SF	3,000	\$ 20.00	\$ 60,000.00	\$ 15.00	\$ 45,000.00
40	346-5	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	2,620	\$ 90.00	\$ 235,800.00	\$ 80.00	\$ 209,600.00
41	346-6	MICRO-MILL AND INSTALL THIN BONDED OVERLAY (MM / ITBO)	SF	700	\$ 45.00	\$ 31,500.00	\$ 50.00	\$ 35,000.00
42	346-7	REMOVE AND REPLACE PATCH (R & RP)	SF	200	\$ 125.00	\$ 25,000.00	\$ 150.00	\$ 30,000.00
43	P-605-1	REMOVE OLD SEALANT, CLEAN AND RESEAL JOINTS (ROS / CJ / R)	LF	13,000	\$ 6.00	\$ 78,000.00	\$ 4.25	\$ 55,250.00
Sub-Total Additive Alternate C:						\$ 569,692.50		\$ 508,221.50
ADDITIVE ALTERNATE D - SLABS 1 TO 288 (NOT INCLUDED IN CONTRACT)								
44	M-101-1	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 9,000.00	\$ 9,000.00
45	M-101-2	BARRICADES AND MAINTENANCE OF TRAFFIC	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00
46	P-620-1	TAXIWAY PAVEMENT MARKINGS WITH REFLECTIVE MEDIA, YELLOW	SF	370	\$ 4.00	\$ 1,480.00	\$ 3.55	\$ 1,313.50
47	P-620-2	TAXIWAY PAVEMENT MARKINGS WITHOUT REFLECTIVE MEDIA, BLACK	SF	700	\$ 3.50	\$ 2,450.00	\$ 3.45	\$ 2,415.00
48	346-1	CLEAN AND SEAL SPALL (CSP)	SF	250	\$ 150.00	\$ 37,500.00	\$ 170.00	\$ 42,500.00
49	346-2	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	4,400	\$ 9.00	\$ 39,600.00	\$ 6.75	\$ 29,700.00
50	346-3	COMPLETE SLAB REPLACEMENT (SR)	SF	7,900	\$ 20.00	\$ 158,000.00	\$ 15.00	\$ 118,500.00
51	346-4	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, 2'-4" DEPTH (SRUC & P)	SF	2,600	\$ 125.00	\$ 325,000.00	\$ 150.00	\$ 390,000.00
52	346-5	SAW CUT, REMOVE UNSOUND CONCRETE AND PATCH, FULL DEPTH (SRUC & P)	SF	600	\$ 90.00	\$ 54,000.00	\$ 80.00	\$ 48,000.00
53	346-6	MICRO-MILL AND INSTALL THIN BONDED OVERLAY (MM / ITBO)	SF	680	\$ 45.00	\$ 30,600.00	\$ 50.00	\$ 34,000.00
54	346-7	REMOVE AND REPLACE PATCH (R & RP)	SF	100	\$ 125.00	\$ 12,500.00	\$ 150.00	\$ 15,000.00
55	P-605-1	REMOVE OLD SEALANT, CLEAN AND RESEAL JOINTS (ROS / CJ / R)	LF	14,000	\$ 6.00	\$ 84,000.00	\$ 4.25	\$ 59,500.00
Sub-Total Additive Alternate D:						\$ 770,130.00		\$ 757,928.50
ADDITIVE ALTERNATE E - SLABS 1155 TO 1193 (NOT INCLUDED IN CONTRACT)								
56	M-101-1	MOBILIZATION	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00
57	M-101-2	BARRICADES AND MAINTENANCE OF TRAFFIC	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00
58	346-1	CLEAN AND SEAL SPALL (CSP)	SF	50	\$ 150.00	\$ 7,500.00	\$ 170.00	\$ 8,500.00
59	346-2	ROTARY-RANDOM SAW AND SEAL (RRS / S)	LF	650	\$ 9.00	\$ 5,850.00	\$ 6.75	\$ 4,387.50
60	346-3	COMPLETE SLAB REPLACEMENT (SR)	SF	650	\$ 20.00	\$ 13,000.00	\$ 15.00	\$ 9,750.00
Sub-Total Additive Alternate E:						\$ 29,350.00		\$ 34,137.50

Project Funding Summary	
Total Construction (Base Bid and Additive Alternate A):	\$ 499,250.25
Professional Services (Design, Bid, Construction Administration and Inspection):	\$ 122,690.00
Independent Fee Estimate (Hoyle Tanner):	\$ 2,000.00
Total Project Funding:	\$ 623,940.25

APPENDIX A. DOCUMENTED CATEX

Airport sponsors should use this form for projects eligible for a categorical exclusion (CATEX) that have greater potential for extraordinary circumstances or that otherwise require additional documentation, as described in the Environmental Orders (FAA Order 1050.1E and FAA Order 5050.4B).

To request a CATEX determination from the FAA, the sponsor should review potentially affected environmental resources, review the requirements of the applicable special purpose laws, and consult with the FAA Environmental Protection Specialist about the type of information needed. Complete this form and send it with any supporting environmental resource documentation to the appropriate FAA Airports Division/District Office. The form and supporting documentation should be provided in accordance with the provisions of FAA Order 5050.4B, paragraph 302b, to allow sufficient time for review. The CATEX cannot be approved until all information/documentation is received and all requirements have been fulfilled.

It is ultimately the sponsor's responsibility to ensure that all of the information necessary for the FAA to make an environmental determination is accurate and complete.

Name of Airport, LOC ID, and Location

Perry Foley Airport, 40J, Perry, Florida

Project Title

Rehabilitate Concrete Apron

Provide a brief, but complete description of the proposed project, including all project components, justification, estimated start date, and duration of the project. Include connected actions necessary to implement the proposed project (including but not limited to moving NAVAIDs, changing flight procedures, and designating or developing haul routes, new material or expanded material sources, staging or disposal areas). Attach a sketch or plan of the proposed project. Photos can also be helpful.

This project will rehabilitate the approximately 22,000 sy concrete apron south of the airport terminal. The rehabilitation shall include joint seal replacement, spall repair, and isolated concrete pavement replacement. The existing pavement is exhibiting cracks, spalls, and corner breaks which are resulting in FOD.

Provide a brief, but complete, description of the proposed project area. Include any unique or natural features within or surrounding the airport property.

The project area is located south of the airport terminal as shown in Attachment A.

Identify the appropriate CATEX paragraph(s) from Order 1050.1E (paragraph 307-312) or 5050.4B (tables 6-1 and 6-2) that apply to the project. Describe if the project differs in any way from the specific language of the CATEX or examples given as described in the Order.

FAA Order 5050.1E, 310e.

The circumstances one must consider when documenting a CATEX are listed below along with each of the impact categories related to the circumstance. Use FAA Environmental Orders 1050.1E,

5050.4B, and the Desk Reference for Airports Actions, as well as other guidance documents to assist you in determining what information needs to be provided about these resource topics to address potential impacts. Indicate whether or not there would be any effects under the particular resource topic and, **if needed**, cite available references to support these conclusions. Additional analyses and inventories can be attached or cited as needed.

304a. National Historic Preservation Act (NHPA) resources

Projects that have the potential to cause effects on historic properties require a Section 106 finding in order to meet the requirements of the NHPA regardless of the type of NEPA document being completed. Check with your local Airports Division/District Office to determine if a Section 106 finding is required. Consultation with the State Historic Preservation Officer/Tribal Historic Preservation Officer (SHPO/THPO) may be required, and should be conducted through the FAA.

	YES	NO
<p>Are there historic/cultural resources listed (or eligible for listing) on the National Register of Historic Places located in the Area of Potential Effect? If yes, provide a record of the historic and/or cultural resources located therein.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project have the potential to cause effects? If yes, describe the nature and extent of the effects.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Is the project area previously undisturbed? If yes, provide more information.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will the project impact tribal land or land of interest to tribes? If yes, describe the nature and extent of the effects and provide information on the tribe affected. Consultation with their THPO may be required.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304b. Department of Transportation Act Section 4(f) and 6(f) resources

	YES	NO
<p>Are there any properties protected under Section 4(f) (as defined by FAA Order 1050.1E) in or near the project area? This includes publicly owned parks, recreation areas, and wildlife or waterfowl refuges of national, state or local significance or land from a historic site of national, state or local significance.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will project construction or operation directly or constructively “use” any Section 4(f) resource? If yes, describe the nature and extent of the use and/or impacts, and why there are no prudent and feasible alternatives. See Desk Reference Chapter 7.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will the project affect any recreational or park land purchased with Section 6(f) Land and Water Conservation Funds? If so, please explain, if there will be impacts to those properties.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304c. Natural, Ecological, or Scenic Resources

This section covers a broad range of categories from farmlands to endangered species to coastal resources to wild and scenic rivers. Items to consider include:

Coastal Resources	YES	NO
<p>Will the project occur in or impact a coastal zone as defined by the State’s Coastal Zone Management Plan (CZMP)? If yes, discuss the project’s consistency with the State’s CZMP. Attach the consistency determination if applicable.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will the project occur in or impact the Coastal Barrier Resource System as defined by the US Fish and Wildlife Service?</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Ecological Resources	YES	NO
<p>Are there any federal or state listed endangered, threatened, or candidate species or designated critical habitat in or near the project area? This includes species protected by individual statute, such as the Bald Eagle.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project affect or have the potential to affect, directly or indirectly, any federal or state-listed, threatened, endangered or candidate species, or designated habitat? If yes, consultation between the FAA and the US Fish & Wildlife Service, National Marine Fisheries Service, and/or the appropriate state agency will be necessary. Provide a description of the impacts and how impacts will be avoided, minimized, or mitigated.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project have the potential to take birds protected by the Migratory Bird Treaty Act? Describe steps to avoid, minimize or mitigation impacts (such as timing windows determined in consultation with the USFWS).</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project area contain resources protected by the Fish and Wildlife Coordination Act? If yes, describe any impacts and steps taken to avoid, minimize or mitigate impacts.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project have the potential to impact fish habitat protected under the Magnuson-Stevens Act? If yes, after notifying the FAA and the airport sponsor will take the necessary consultation action. Actions may include preparing an Essential Fish Habitat assessment and consultation with the National Marine Fisheries Service. Describe any adverse impacts, and any conservation measures needed to avoid such impacts.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Farmland	YES	NO
<p>Is there prime, unique, state or locally important farmland in/near the project area? Describe any significant impacts from the project.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project include the acquisition and conversion of farmland? If farmland will be converted, describe coordination with the US Natural Resources Conservation and attach the completed Form AD-1006.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Floodplains	YES	NO
<p>Will the project be located in, encroach upon or otherwise impact a floodplain? If yes, describe impacts and any agency coordination or public review completed including coordination with the local floodplain administrator. Attach the FEMA map if applicable and any documentation.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Wetlands and Other Waters of the U.S.	YES	NO
<p>Are there any wetlands or other waters of the U.S. in or near the project area?</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Has wetland delineation been completed within the proposed project area? If yes, please provide U.S. Army Corps of Engineers (USACE) correspondence and jurisdictional determination.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>If a delineation was not completed, was a field check done to confirm the presence/absence of wetlands or other waters of the U.S.? If no to both, please explain what methods were used to determine the presence/absence of wetlands.</p> <p>Click here to enter text if necessary</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>If yes, will the project result in impacts, directly or indirectly (including tree clearing)? Describe any steps taken to avoid, minimize or mitigate the impact.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Wetlands and Other Waters of the U.S.	YES	NO
Is a USACE Clean Water Act Section 404 permit required? If yes, does the project fall within the parameters of a general permit? If so, which general permit? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Wild and Scenic Rivers	YES	NO
Is there a river on the Nationwide Rivers Inventory, a designated river in the National System, or river under State jurisdiction (including study or eligible segments) near the project? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project directly or indirectly affect the river or an area within ¼ mile of its ordinary high water mark? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304d. Disruption of an Established Community

	YES	NO
Will the project disrupt a community, planned development or be inconsistent with plans or goals of the community? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are residents or businesses being relocated as part of the project? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Justice	YES	NO
Are there minority and/or low-income populations in/near the project area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project cause any disproportionately high and adverse impacts to minority and/or low-income populations? Attach census data if warranted. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304e. Surface Transportation

	YES	NO
Will the project cause a significant increase in surface traffic congestion or cause a degradation of level of service provided?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project require a permanent road relocation or closure? If yes, describe the nature and extent of the relocation or closure and indicate if coordination with the agency responsible for the road and emergency services has occurred. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304f. Noise

	YES	NO
Will the project result in an increase in aircraft operations, nighttime operations, or change aircraft fleet mix? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project cause a change in airfield configuration, runway use, or flight patterns - either during construction or after the project is implemented? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the forecast exceed 90,000 annual propeller operations, 700 annual jet operations or 10 daily helicopter operations or a combination of the above? If yes, a noise analysis may be required if the project would result in a change in operations. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has a noise analysis been conducted, including but not limited to generated noise contours, a specific point analysis, area equivalent method analysis, or other screening method? If yes, provide that documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Could the project have a significant impact (DNL 1.5 dB or greater increase) on noise levels over noise sensitive areas within the 65+ DNL noise contour? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304g. Air Quality

	YES	NO
Is the project located in a Clean Air Act non-attainment or maintenance area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, is it listed as exempt, presumed to conform, or will emissions (including construction emissions) from the project be below <i>de minimis</i> levels? (Provide the paragraph citation for the exemption or presumed to conform list below, if applicable.) Is the project accounted for in the State Implementation Plan or specifically exempted? Attach documentation. If exempt or "presumed to conform", skip the next two questions. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the project have the potential to increase landside or airside capacity, including an increase of surface vehicles? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Could the project impact air quality or violate local, State, Tribal or Federal air quality standards under the Clean Air Act Amendment of 1990? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the airport have 180,000 general aviation and air taxi operations or 1.3 million enplanements annually? If yes, an air quality analysis may be required if the project would result in a change in operations. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304h. Water Quality

Airport projects may cause water quality impacts due to their proximity to waterways. Airport related water quality impacts can occur from both point and non-point (stormwater runoff) sources.

	YES	NO
Are there water resources within or near the project area? These include groundwater, surface water (lakes, rivers, etc.), sole source aquifers, and public water supply. If yes, provide a description of the resource, including the location (distance from project site, etc.). Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project impact any of the identified water resources? Describe any steps that will be taken to protect water resources during and after construction. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	YES	NO
<p>Will the project increase the amount or rate of stormwater runoff? Describe any steps that will be taken to ensure it will not impact water quality.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project have the potential to violate federal, state, tribal or local water quality standards established under the Clean Water and Safe Drinking Water Acts?</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Are any permits required? If yes, list the appropriate permits.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304i. Highly Controversial on Environmental Grounds

	YES	NO
<p>Is the project highly controversial? The term "highly controversial" means a substantial dispute exists as to the size, nature, or effect of a proposed federal action. The effects of an action are considered highly controversial when reasonable disagreement exists over the project's risks of causing environmental harm. Mere opposition to a project is not sufficient to be considered highly controversial on environmental grounds. Opposition on environmental grounds by a federal, state, or local government agency or by a tribe or a substantial number of the persons affected by the action should be considered in determining whether or not reasonable disagreement exists regarding the effects of a proposed action.</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304j. Inconsistent with Federal, State, Tribal or Local Law

	YES	NO
<p>Will the project be inconsistent with plans, goals, policy, zoning, or local controls that have been adopted for the area in which the airport is located?</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Is the project incompatible with surrounding land uses?</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

304k. Lighting, Visual, Hazardous Materials, Construction Impacts, Etc.**Light Emissions and Visual Effects**

Airport related lighting facilities and activities could affect surrounding light-sensitive areas such as homes, parks, recreation areas, etc. Visual affects deal broadly with the extent to which airport development contrasts with the existing environment/setting.

	YES	NO
Will the proposed project produce light emission impacts? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will there be visual or aesthetic impacts as a result of the proposed project and/or have there been concerns expressed about visual/aesthetic impacts? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Hazardous Materials

Federal, State, and local laws regulate hazardous materials use, storage, transport or disposal. Disrupting sites containing hazardous materials or contaminants may cause significant impacts to soil, surface water, groundwater, air quality, humans, wildlife, and the organisms using these resources. This category also includes solid waste and hazardous substances.

	YES	NO
Does the project involve or affect hazardous materials? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will construction take place in an area that contains or previously contained hazardous materials? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the project involves land acquisition, is there a potential for this land to contain hazardous materials or contaminants? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the proposed project produce hazardous and/or solid waste either during construction or after? If yes, how will the additional waste be handled? The demolished concrete pavement shall be properly disposed on in a landfill.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Construction

Construction may cause various environmental effects including, but not limited to, increases in dust, aircraft and heavy equipment emissions, stormwater runoff, spill/leaking petroleum, and noise.

	YES	NO
Will the project result in construction impacts, such as reducing local air quality, increase erosion, pollutant runoff, or noise, or disrupt local traffic patterns? If yes, describe measures to avoid and minimize construction impacts. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project create short term impacts? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project result in long term/permanent impacts? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Energy Supply and Natural Resources	YES	NO
Will the project change energy requirements or use consumable natural resources? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project change aircraft/vehicle traffic patterns that could alter fuel usage? Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Public Involvement

Through public participation, federal agencies disclose information about a proposed project and expected environmental effects. Many of the special purpose laws (National Historic Preservation Act, Clean Water Act, etc.) require public notice and the opportunity for public involvement.

	YES	NO
Was there any public notification or involvement? If yes, provide documentation. Click here to enter text if necessary	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Indirect/Secondary/Induced Impacts

Indirect/Secondary/Induced Impacts are caused by the action and are later in time or farther removed in distance, but are still reasonably foreseeable. They may include growth inducing effects and other effects related to induced changes in the pattern of land use, population density or growth rate, and related effects on air and water and other natural systems, including ecosystems.

	YES	NO
<p>Will the project result in indirect/secondary/induced impacts?</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>When considered with other past, present, and reasonably foreseeable future projects, on or off airport property and regardless of funding source, would the proposed project result in a significant cumulative impact?</p> <p>Click here to enter text if necessary</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Permits

List any permits required for the proposed project that have not been previously discussed. Provide details on the status of permits.

None.

Environmental Commitments

List all measures and commitments made to avoid, minimize, mitigate, and compensate for impacts on the environment, which are needed for this project to qualify for a CATEX.

Click here to enter text if necessary

Preparer Information**Point of Contact:** John Collins, P.E.**Address:** 320 Bayshore Drive, Suite A**City:** Niceville**State:** Florida**ZIP code:** 32578**Phone Number:** 850-678-0050**Email Address:** jcollins@avconinc.com**Signature:** John Collins**Date:** 6-26-15**Airport Sponsor Information and Certification**

(may not be delegated to consultant)

Provide contact information for the designated sponsor point of contact and any other individuals requiring notification of the FAA decision.

Point of Contact: Ms. Patricia Patterson**Address:** 201 East Green Street**City:** Perry**State:** Florida**ZIP code:** 32347**Phone Number:** 850-838-3500**Email Address:** tcbcc@taylorcountygov.com**Additional Name(s):** Click here to enter text.**Additional Email Address(es):** Click here to enter text.

I certify that the information I have provided above is, to the best of my knowledge, correct. I also recognize and agree that no construction activity, including but not limited to site preparation, demolition, or land disturbance, shall proceed for the above proposed project(s) until FAA issues a final environmental decision for the proposed project(s) and until compliance with all other applicable FAA approval actions (e.g., ALP approval, airspace approval, grant approval) has occurred.

Signature: _____**Date:** _____

FAA Decision

Having reviewed the above information, certified by the responsible airport official, it is the FAA's decision that the proposed project (s) or development warrants environmental processing as indicated below.

- ☐ No further NEPA review required. Project is categorically excluded per (cite applicable 1050.1E CATEX that applies)
- ☐ An Environmental Assessment (EA) is required.
- ☐ An Environmental Impact Statement (EIS) is required.
- ☐ The following additional documentation is necessary for FAA to perform a complete environmental evaluation of the proposed project.

Click here to enter text if necessary

Name: _____ Title: _____

Responsible FAA Official

Signature: _____ Date: _____

23

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Task Order 4 with AVCON, INC. in the amount of \$122,690.00 for the design, engineering, and construction management services for the Perry-Foley Airport Apron Rehabilitation Project.

MEETING DATE REQUESTED:

July 6, 2015

Statement of Issue: Requesting Board to approve Task Order 4 with AVCON, INC.

Recommended Action: Approve Task Order 4 with AVCON, Inc.

Fiscal Impact: The Task Order will be funded 100% with FDOT and FAA grants.

Budgeted Expense: The project will be 100% grant funded.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has submitted grant application(s) to FAA and FDOT in the amount of \$623,940.25 for Phase 1 of the apron rehabilitation project. FAA requires an approved Task Order with AVCON for the project prior to execution of a grant agreement. FAA also requires an independent cost estimate from an additional firm which specializes in the same type of work as AVCON, Inc. as the project has a cost of over \$100,000. The County has obtained this estimate from Hoyle, Tanner & Associates and FAA has approved the independent estimate. The cost of the fee estimate from Hoyle, Tanner & Associates will be reimbursed by the FAA grant.

Attachments: Task Order 4 and Exhibit A: Scope of Services.

TASK ORDER 4
CONCRETE APRON REHABILITATION

Professional Engineering Design, Bid, and Construction Phase Services
Perry-Foley Airport, Taylor County, Florida

Task Order No. 4

AVCON, INC., a Florida Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "Services") for the **Taylor County Board of County Commissioners** (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Professional Engineering, Planning, Design, and Construction Management Services, dated November 20, 2012, all of which terms and conditions are incorporated herein by reference.

- 1. Task Location:** Perry-Foley Airport
Perry, Florida
- 2. Task Name:** Concrete Apron Rehabilitation
- 3. Task Description/Scope of Services:** Consultant shall perform services as identified in Exhibit "A" – Scope of Services attached hereto.
- 4. Compensation:** All work performed under this Task Order shall be compensated for on a Lump Sum basis as derived in Exhibit "A" – Scope of Services attached hereto and summarized as follows:

Tasks	AVCON Fee	Subconsultant Fee	Total
Task 1: Design Phase (0-100%):	41,945.00	12,750.00	54,695.00
Task 2: Bidding Phase:	8,450.00	---	8,450.00
Task 3: Construction Phase:	30,345.00	10,000.00	40,345.00
<u>Task 4: Construction Inspection:</u>	<u>19,200.00</u>	<u>---</u>	<u>19,200.00</u>
Totals:	\$99,940.00	\$22,750.00	\$122,690.00

The Lump Sum fee for the services shall be One Hundred Twenty-Two Thousand, Six Hundred Ninety dollars (\$122,690.00) and shall include all job-related travel costs, reprographic costs, printing/plotting costs, telephone/facsimile charges, and mail charges required to perform the work specified.

- 5. Schedule:** The Consultant shall perform the services identified in Section 4 at a schedule acceptable to the County.

6. Deliverables: Consultant shall submit the following items:

- Task 1.3 - Existing Conditions Report
- Task 1.4 - Rehabilitation Strategy
- Task 1.6 - 11x17, 90% design drawings (four copies)
- Task 1.7 - 90% technical specifications (four copies)
- Task 1.8 - 90% front-end documents (four copies)
- Task 1.9 - 90% opinion of construction costs (three copies)
- Task 1.10 - Engineer's Report (three copies)
- Task 1.14 - Construction Safety and Phasing Plan (three copies)
- Task 1.15 - 11x17, 100% Design Documents (four copies)
- Task 1.16 - FAA Grant Application for Federal Assistance
- Task 2.1 - Bid Documents (four copies)
- Task 2.4 - Bid Tabulation and Recommendation of Award
- Task 2.5 - 22x34, Conformed Construction Documents (five copies)
- Task 3.6 - Substantial Completion Punch-List
- Task 3.9 - Record Drawings and Close-Out Documents (three copies)
- Task 4.1 - Daily Inspection Reports

Accepted by:

**Taylor County Board of
County Commissioners**

Accepted by:

AVCON, Inc.

By: _____

Printed Name: Ms. Patricia Patterson

Title: Chairman

By: _____

Printed Name: Sandeep Singh, P.E.

Title: President

EXHIBIT A: SCOPE OF SERVICES – AVCON, INC.

CONCRETE APRON REHABILITATION

Perry Foley Airport

This scope of services describes professional aviation design, bid, and construction phase services to be performed by AVCON, INC. (“CONSULTANT”) to facilitate the rehabilitation of the Portland Cement Concrete (PCC) general aviation apron at Perry Foley Airport. This apron was constructed in the 1940s and is in need of rehabilitation. This apron is depicted in **Exhibit B** and measures approximately 1,200 ft by 300 ft and the individual concrete slabs measure approximately 25 ft x 12.5 ft. The estimated construction budget is approximately \$2.5 Million.

The FDOT Pavement Evaluation Report for the Perry Foley Airport prepared in December 2013 estimates the Pavement Condition Index (PCI) of this apron to be 37 which places this pavement in the “very poor” pavement condition category. Based on a preliminary review of the apron, it appears that a majority of the apron pavement may be rehabilitated by cleaning and sealing cracks or removing and replacing failed sections. Several isolated concrete slabs may be completely removed and replaced based on the extent of the slab failure.

DESCRIPTION OF TASKS

The following elements describe the individual services to be performed by AVCON.

Task 1: Design Phase Services (0%-100%)

- 1.1 Coordinate Scope and Schedule with the County:** CONSULTANT shall coordinate the project scope, funding, schedule, and other items that may affect the project with the County. CONSULTANT will coordinate additional design items with the County as needed.
- 1.2 Review Existing Documents & Drawings:** CONSULTANT shall review existing airport records, available geotechnical data, existing drawings, and the FDOT Statewide Airfield Pavement Management Program report prepared for the airport in December 2013 to gather preliminary data before initiating a site visit.
- 1.3 Perform Site Review and Prepare Inventory:** CONSULTANT shall visit the site to review the condition of the existing concrete apron. CONSULTANT shall document the condition of each of the approximately 1,150 concrete slabs (approx. 25 ft x 12.5 ft each) and identify the types of failures in each slab. CONSULTANT shall prepare a report summarizing the results of the site review.
- 1.4 Prepare Rehabilitation Strategy:** Based on the results obtained in Task 1.3, CONSULTANT shall develop a rehabilitation strategy for each of the approximately 1,150 concrete slabs.
- 1.5 Coordinate Rehabilitation Strategy with the Airport:** CONSULTANT shall review the rehabilitation strategy prepared in Task 1.4 with the County and respond to any questions or recommendations provided by the County.

EXHIBIT A: SCOPE OF SERVICES – AVCON, INC.
Concrete Apron Rehabilitation
Perry Foley Airport
Page 2 of 6

- 1.6 Prepare 90% Design Drawings:** CONSULTANT shall prepare 90% design drawings in accordance with FAA dimensional and grading standards. Drawings shall be developed in AutoCAD format. Four copies of the 90% design drawings will be provided to the County staff for review and comment. These plans are anticipated to include the following sheets:
- a. Cover Sheet
 - b. General Notes, Summary of Quantities
 - c. General Layout, Staging Area, and Security Notes
 - d. Construction Safety and Phasing Plan
 - e. Existing Conditions
 - f. Erosion Control and Pollution Prevention Plan
 - g. Demolition Plan
 - h. Geometry and Site Layout Plan
 - i. Pavement Rehabilitation Plan
 - j. Pavement Rehabilitation Schedule
 - k. Markings and Tie-Down Plan
 - l. PCC Pavement Joint and Rehabilitation Details
 - m. Typical Pavement Sections
- 1.7 Prepare 90% Technical specifications:** CONSULTANT shall prepare and submit 90% technical specifications governing the improvements contained in the 90% design drawings. These technical specifications shall be in accordance with FAA and FDOT standards.
- 1.8 Prepare Front-End/Bid Documents:** CONSULTANT shall prepare and submit draft front-end bid documents for County review and comment. The documents shall include draft review copies of the project advertisement, bid schedule and forms, required state certifications for grant compliance, standard agreement, general provisions, and general conditions.
- 1.9 Prepare 90% Opinion of Probable Construction Costs:** A 90% draft opinion of probable construction cost shall be prepared and submitted by the CONSULTANT.
- 1.10 Prepare Engineer's Report:** CONSULTANT shall prepare and submit three copies of an Engineer's Report that provides an overview of the project, summary of project features, justification for any deviations to standards, and related information.
- 1.11 Perform Quality Control/Assurance Reviews:** CONSULTANT shall provide an internal review of all 90% design documents prior to submittal to ensure quality and accuracy in accordance with established quality control practices. The quality control review shall include review by a principal or senior engineering staff member with limited or no participation in the project. The 90% design documents shall be updated with the review comments prior to submittal to the County.
- 1.12 Participate in 90% Project Progress Meeting:** Consultant shall participate in a meeting with County staff via conference call to review the 90% design documents. Consultant shall review the details of the project documents and document questions pertaining to the 90% design documents.

EXHIBIT A: SCOPE OF SERVICES – AVCON, INC.

Concrete Apron Rehabilitation

Perry Foley Airport

Page 3 of 6

- 1.13 Respond to 90% Design Review Comments:** CONSULTANT shall provide written responses to review comments received in the 90% review meeting prior to proceeding to 100% design documents.
- 1.14 Coordinate 90% Construction Safety and Phasing Plan (CSPP) with FAA:** In accordance with FAA AC 150/5370-2F, CONSULTANT shall coordinate the 90% CSPP plan with the FAA via the OEAAA website for approval prior to proceeding to 100% plans. AVCON shall review comments provided by the FAA and revise the 90% CSPP as needed.
- 1.15 Prepare 100% Design Documents:** Based on comments provided by the County in Task 1.12, CONSULTANT shall prepare the 100% design documents and technical specifications. Four (4) copies of the 100% design documents shall be provided to the County.
- 1.16 Prepare FAA Grant Application:** CONSULTANT shall prepare the FAA Grant Application for Federal Assistance with all required documentation including but not limited to the bid tabulation and environmental check-list.

Consultant Professional Services for Task 1:

Principal @ 18 hrs
Project Manager @ 243 hrs
Senior Technician @ 118 hrs
Clerical @ 14 hrs

Total Lump Sum Fee for Task 1: \$41,945.00

Task 2: Bidding Phase Services

- 2.1 Prepare Bid Documents:** Following incorporation of review comments as part of the 100% design phase, CONSULTANT shall prepare, reproduce and administer distribution of bidding documents to prospective contractors. Four copies of the bidding documents shall be made available to the County as part of this task. Bidding documents shall be made available to prospective contractors at a nominal fee to address printing costs.
- 2.2 Address Bidders' Questions:** CONSULTANT shall respond to questions from bidders to clarify the intent of the bid documents. CONSULTANT shall also prepare necessary addenda and administer distribution of any addenda or other information to all prospective bidders.
- 2.3 Attend Pre-Bid Meeting:** CONSULTANT shall arrange and conduct a Pre-Bid Meeting to review the requirements and improvements contained in the bid documents. The meeting shall offer prospective bidders the opportunity to ask questions and to request clarification of items. Minutes of the meeting shall be prepared and distributed to the County and all participants.

EXHIBIT A: SCOPE OF SERVICES – AVCON, INC.

Concrete Apron Rehabilitation

Perry Foley Airport

Page 4 of 6

- 2.4 Prepare Bid Tabulation and Recommendation of Award:** AVCON shall review all bid proposals and qualifications received, prepare a tabulation of all bids received (including Engineer's final estimate), and provide to the County a recommendation addressing the award of the construction contract.
- 2.5 Prepare Conformed (Construction) Documents:** CONSULTANT shall prepare and submit conformed plans and specifications that incorporate addenda items to serve as the "Release for Construction" set. A total of five sets of conformed documents shall be provided to the County.

Consultant Professional Services for Task 2:

Principal @ 2 hrs
Project Manager @ 46 hrs
Senior Technician @ 20 hrs
Clerical @ 10 hrs

Total Lump Sum Fee for Task 2: \$8,450.00

Task 3: Construction Phase Services

- 3.1 Attend Pre-Construction Conference:** CONSULTANT shall attend and conduct a Pre-Construction conference with the construction contractor and the County to review the project work elements, schedule, phasing, safety, contractual items, and other issues pertaining to successful performance of the project. Consultant shall prepare and distribute written minutes of the meeting.
- 3.2 Review Shop Drawings and Submittals:** CONSULTANT shall review and process shop drawings, samples and other submissions as to conformance with design concept and construction documents.
- 3.3 Respond to Contractor Requests for Information:** CONSULTANT shall respond to Request for Information or other questions by contractor during the construction phase.
- 3.4 Review Pay Applications:** CONSULTANT shall review and process the Contractor's applications for payment, and recommend to the County construction payments based upon properly completed construction.
- 3.5 Provide Periodic Site Visits:** CONSULTANT shall make two (2) site visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make extensive and continuous on-site inspections to check the quality or quantity of work and the Consultant will not be responsible for the means, methods, techniques, sequences or procedures of the construction selected by the Contractor(s), or the safety precautions and programs incidental to the work of the Contractor(s). The Consultant's efforts will be directed toward providing assurance for the County and airport that the completed project will generally

EXHIBIT A: SCOPE OF SERVICES – AVCON, INC.

Concrete Apron Rehabilitation

Perry Foley Airport

Page 5 of 6

conform to the Contract Documents. During such visits and on the basis of on-site observations, Consultant shall keep the County and airport informed of the progress of the work, shall endeavor to guard the County and airport against defects and deficiencies on the work of Contractor(s) and may disapprove or reject work as failing to conform to the Contract Documents.

- 3.6 Participate in Substantial Completion Inspection:** CONSULTANT shall attend the Substantial Completion inspection to verify the general conformance of the construction and to identify any deficiencies to be included in a project punch-list. CONSULTANT shall coordinate with regulatory agencies to invite their participation in the inspection.
- 3.7 Administer Punch-List:** CONSULTANT shall coordinate with the Contractor to facilitate completion of identified punch-list items by the Contractor. CONSULTANT shall administer the punch-list through project completion.
- 3.8 Participate in Final Completion Walk-Thru:** CONSULTANT shall attend a final inspection walk-through of the construction upon completion of the identified punch-list items in order to verify completeness of work and to determine acceptance of the constructed work. The work shall include an evaluation to determine whether the work items satisfy the contract requirements and shall include the issuance of a notice of completion/acceptance.
- 3.9 Prepare Record Drawings/Close-Out Documents:** CONSULTANT shall prepare and provide three sets of drawings and one set of electronic files in ACAD format reflecting the installation and construction of the work features as constructed on site. Drawings shall be stamped "Record Drawings."

Consultant Professional Services for Task 3:

Principal @ 10 hrs
Project Manager @ 186 hrs
Senior Technician @ 24 hrs
Clerical @ 12 hrs

Total Lump Sum Fee for Task 3: \$30,345.00

Task 4: Construction Inspection

- 4.1 Construction Inspection:** AVCON shall provide one Construction Inspector to monitor and track the progress of the construction operations and other construction services as requested by the County and performed by others. The following tasks describe the typical construction inspection services to be provided by AVCON:

1. General coordination with Taylor County project representatives
2. Participation in Pre-Construction Conference
3. Daily on-site monitoring of project progress
4. Assistance to client as needed
5. Liaison between Contractor, Engineer, and Client
6. Coordination and scheduling of material acceptance testing

EXHIBIT A: SCOPE OF SERVICES – AVCON, INC.

Concrete Apron Rehabilitation

Perry Foley Airport

Page 6 of 6

7. Inspection of work on-site to verify accordance with contract documents
8. Notifications of defective work or materials
9. Review of project schedules
10. Review and inspection of erosion control devices
11. Field verifications of work quantities; validation of pay requests
12. Participation in substantial completion inspection
13. Participation in final completion inspection
14. Maintenance of daily project diary, photo logs, and record drawings
15. Maintenance of records to be submitted to County and FDOT
16. Other related services as requested by the County

Task shall assume participation by the Construction Inspector of 240 labor-hours.

Consultant Professional Services for Task 4:

Construction Inspector @ 240 hrs

Total Lump Sum Fee for Task 4: \$19,200.00

Subconsultant Fees:

Pavement Evaluation, Airfield Pavement Management Systems, LLC (Task 1): \$12,750.00
Material Testing, NOVA Engineering and Environmental (Task 3): \$10,000.00

Total Lump Sum Subconsultant Fees: \$22,750.00

Total Project Lump Sum Fee: \$122,690.00

Exclusions and Assumptions:

- Construction work performed by others.
- Apron rehabilitation will be bid with additive alternates to ensure the maximum use of FAA and FDOT funds.

END OF EXHIBIT A



Google earth

feet 800
meters 200



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO ACCEPT A DONATION FROM GEORGIA-PACIFIC/FOLEY CELLULOSE TOWARDS RENOVATION OF FOREST CAPITAL HALL, AS AGENDAED BY SCOTT MIXON, PUBLIC AFFAIRS MANAGER.

MEETING DATE REQUESTED:

JULY 6, 2015

Statement of Issue: GEORGIA-PACIFIC/FOLEY CELLULOSE MILL HAS GIVEN A CHECK FOR \$50,000 – THE FIRST HALF OF THE FULL DONATION – TO THE BOARD OF COUNTY COMMISSIONERS TO BE USED TOWARDS RENOVATIONS AT FOREST CAPITAL HALL.

Recommended Action: ACCEPT THE DONATION

Fiscal Impact: \$50,000 OF THE \$100,000 DONATION TO THE COUNTY

Budgeted Expense:

Submitted By:

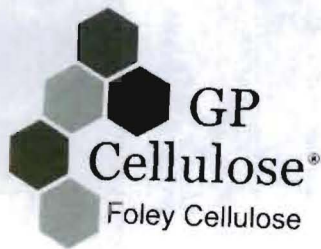
Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Thank you letter



One Buckeye Drive
Perry, Florida 32348

To the Board of County Commissioners and
Citizens of Taylor County.

Forest Capital Hall is a part of life and
history in Taylor County. It is a symbol of the
industry that supports the economy for this
county and region.. Forestry.

Georgia-Pacific and Foley Cellulose Celebrates our
way of life and the history behind Forest Capital Hall.
Further more, we are pleased to be a part of the
vision of this community for Forest Capital to become
a civic and cultural center piece, and first impression
for visitors across the region.

On behalf of Georgia-Pacific I am pleased to
contribute \$50,000, the first contribution from \$100,000
that we have committed to this project.

Thank you for allowing to participate.

Scott Myron

THIS DOCUMENT CONTAINS VOID PANTOGRAPH, MICROPRINT BORDER, THERMOCHROMIC INK AND ARTIFICIAL WATERMARK.

Georgia-Pacific Foundation, Inc.

COMMUNITY PROGRAMS

P.O. BOX 105605

ATLANTA, GA 30348-5605

SUN TRUST
ATLANTA, GA

84-10
810

CHECK #: 0000110506

DATE: 5-11-2015

Press or rub with finger.
If the blue colored symbol disappears,
this document is authentic.

PAY EXACTLY \$*****50,000.00

PAY Fifty Thousand and 00/100 Dollars

TO THE
ORDER OF

TAYLOR COUNTY BOARD
OF COUNTY COMMISSIONERS
PO BOX 620
PERRY FL 32348

John L. Workman

⑈0000110506⑈ ⑆061000104⑆ 8801904577⑈

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPOINT PAM FEAGLE AS ITS REPRESENTATIVE TO THE 2016 COUNTY CANVASSING BOARD AND APPOINT JIM MOODY AS THE OFFICIAL ALTERNATE.

MEETING DATE REQUESTED:

JULY 6, 2015

Statement of Issue: THE SUPERVISOR OF ELECTIONS HAS REQUESTED THAT APPOINTMENTS BE MADE IN PREPARATION FOR THE 2016 ELECTIONS.

Recommended Action:

Fiscal Impact: N/A

Budgeted Expense:

Submitted By:

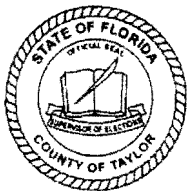
Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE ISSUE WAS DISCUSSED AT THE BOARD WORKSHOP ON JUNE 30, 2015.

Options:

Attachments:



Dana Southerland

SUPERVISOR OF ELECTIONS

Street Address: 108 N. Jefferson St., Suite 202 • Perry FL 32347

Mailing Address: P.O. Box 1060 • Perry FL 32348-1060

Phone: 850-838-3515 • Fax: 850-838-3516

taylorelections@gtcom.net

June 22, 2015

**Pat Patterson
County Commissioner Chair**

Dear Pat Patterson,

For planning purposes I just wanted to bring it to the Board of County Commissioner's attention that the *Canvassing Board Workshop will be held in Orlando on Thursday, January 14, 2016 at The Caribe Royale.*

With a little less than nine (9) months until the first election in the 2016 election cycle, I would like to ask the Board to consider appointing a member to serve on the Taylor County Canvassing Board. Also, I would like to remind you of the recent change in election law that now requires there be an alternate member designated by the Board in addition to the one member appointed to serve. This is to ensure that in the event that the first appointed member is unable to be present or fulfill their duties the alternate member may step in and serve as their replacement. Therefore, two board members will need to be selected: a first appointed member and an alternate.

The registration packets for the canvassing board workshop have been received by my office and once I am notified of the Board's selection I will forward this information to the appropriate members.

For your information, an invitation is also being extended to Conrad C Bishop Jr - County Attorney and Honorable Bill Blue - County Judge as well as the alternate that the Honorable Greg Parker, Chief Judge will be appointing.

The 2016 election cycle is sure to be an exciting and busy one and I look forward to working with each of the commissioners appointed to serve.

If you have any questions please don't hesitate to call.

Sincerely,

Dana Southerland
**Dana Southerland
Supervisor of Elections
Taylor County**

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO AUTHORIZE ITS FINANCIAL ADVISOR, MITCH OWENS, RBC CAPITAL MARKETS, TO RESEARCH AND RECOMMEND FAVORABLE OPTIONS FOR REFINANCING THE COUNTY'S BOND DEBT FOR DOCTOR'S MEMORIAL HOSPITAL .

MEETING DATE REQUESTED:

July 6, 2015

Statement of Issue:

THE BOARD'S FINANCIAL ADVISOR, MITCH OWENS, RECOMMENDS THAT THE BOARD CONSIDER OPTIONS FOR REFINANCING THE DEBT ON THE HOSPITAL AS HE IS OF THE OPINION THAT CURRENT ECONOMIC CONDITIONS WOULD ALLOW THE COUNTY TO PAY THE DEBT FASTER, RESULTING IN SUBSTANTIAL SAVINGS TO THE COUNTY. THIS AUTHORIZATION WOULD ALLOW THE FINANCIAL ADVISOR TO BRING OPTIONS TO THE BOARD FOR CONSIDERATION.

Recommended Action:

TASK THE FINANCIAL ADVISOR TO RESEARCH OPTIONS.

Fiscal Impact:

PROPOSED SAVINGS TO THE COUNTY

Budgeted Expense:

Submitted By:

COUNTY ADMINISTRATOR DUSTIN HINKEL

Contact:

838-3500 X 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:



RBC Capital Markets®

1650 Prudential Drive, Suite 101
Jacksonville, Florida 32207
PH: (904) 399-4496

May 20, 2015

Mr. Dustin Hinkle
County Administrator
201 E. Green Street
Perry, Florida 32347

Dear Sir:

It is our understanding that Taylor County, Florida ("Issuer" or "you") is seeking a loan from a local or national banking institution ("*Bank Loan*") to refund the Issuer's outstanding Series 2005 Sales Tax Revenue Refunding Bonds and that in connection with such Bank Loan you hereby agree to retain RBC Capital Markets, LLC ("*RBC CM*") as your municipal advisor in accordance with the terms of this municipal advisory agreement ("*Agreement*"). The Issuer agrees that the municipal advisory duties of RBC CM shall apply only to matters pertaining to the Bank Loan and that RBC CM is not acting as your municipal advisor with respect to any other matters absent an explicit written municipal advisory agreement.

1. **Scope of Services.** As municipal advisor, we agree to perform the following services:

- (a) We will conduct a review of the financial resources of the Issuer to determine the extent of the borrowing capacity of the Issuer. This review will include an analysis of the existing debt structure in relation to sources of income projected by the Issuer which may be pledged to secure payment of the Bank Loan, and our review will take into account any outstanding indebtedness payable from the revenues thereof. We will also take into account future financing needs and operations as projected by the Issuer's staff.
- (b) On the basis of the information and estimates developed through our review described above and other information that we consider appropriate, we will submit written recommendations with respect to a plan of finance for arranging the terms of the Bank Loan that will include (1) the date of issue, (2) interest structure (fixed or variable), (3) interest payment dates, (4) a schedule of maturities, (5) early redemption options, (6) security provisions, and (7) other matters that we consider appropriate to the Bank Loan.
- (c) If requested by the Issuer, we will prepare, solicit and evaluate "request for proposals" on behalf of the Issuer from local and national banking institutions.
- (d) We will provide assistance in negotiating terms of the loan documents in collaboration with the Issuer, the Issuer's Attorney and bond counsel.
- (e) We will evaluate a commitment letter to be signed by the lender and the Issuer.
- (f) Work with counsel on the transaction, including bond counsel whom you retain, who will be recognized municipal bond attorneys, whose fees will be paid by you, and who will prepare the proceedings, provide legal advice concerning the steps necessary to be taken to arrange the Bank Loan, and issue an unqualified opinion (in a form standard for the particular type of financing) approving the legality of the Bank Loan and (as applicable) tax exemption of the interest paid thereon. Generally, working with counsel will mean coordinating with the attorneys and assisting in the municipal advisory aspects of preparing appropriate legal proceedings and documents.

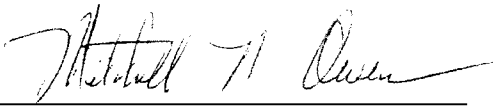
(g) Attend meetings of governing bodies of the Issuer, its staff, representatives or committees as requested.

(h) Coordinate with all parties to consummate the placement of the Bank Loan in a timely manner.

You acknowledge that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed.

2. **Information to be Provided to RBC CM.** You agree to provide or cause to be provided to us information relating to the Issuer, the security for the Bank Loan, and other matters that we consider appropriate to enable us to perform our duties under this Agreement. With respect to all information provided by you or on your behalf to us under this Agreement, you agree upon our request to obtain certifications (in a form reasonably satisfactory to us) from appropriate Issuer representatives as to the accuracy of the information and to use your best efforts to obtain certifications (in a form reasonably satisfactory to us) from representatives of parties other than the Issuer. You acknowledge that we are entitled to rely on the accuracy and completeness of all information provided by you or on your behalf. To the extent permissible by law, you agree to indemnify and hold us harmless against any losses, claims, damages or liabilities to which we may become subject under federal or state law or regulation insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are related to the Bank Loan; and will reimburse us for any legal or other expenses reasonably incurred by us in connection with investigating or defending any such loss, claim, damage, liability or action.
3. **Fees and Expenses.** In connection with the services rendered by RBC CM pursuant to this Agreement, you agree that our fee will be \$25,000. Our fee will become due and payable simultaneously with the completion of the Bank Loan. Our fee does not include and we will be entitled to reimbursement from you for any actual "out-of-pocket" expenses incurred in connection with the provision of our services, including reasonable travel expenses or any other expenses incurred on your behalf shall not exceed \$2,000. These expenses will be due and payable when presented to the Issuer.
4. **Term of Agreement and Waiver of Sovereign Immunity.** This Agreement shall be until successful completion of the Bank Loan; however, this Agreement may be terminated by either party upon 30 days written notice. You agree and understand that this Agreement is a contract for services and waive any claims you may have that you are immune from suit by virtue of any law, statute, or claim for any matter arising from or relating to this Agreement. Paragraphs 2 and 4 (insofar as they concern indemnity, reimbursable expenses and waiver of sovereign immunity) shall survive any termination of this Agreement.
5. **Miscellaneous Provisions.** This Agreement is submitted in duplicate originals. Your acceptance of this Agreement will occur upon the return of one original executed by an authorized Issuer representative, and you hereby represent that the signatory below is so authorized. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties as to the subject matter thereof and supersedes any prior understandings or representations. This Agreement may be amended or modified only by a writing signed by both parties. This Agreement is solely for the benefit of you and RBC CM, and no other person. RBC CM may not assign this Agreement without your prior written consent.

RBC CAPITAL MARKETS, LLC

By 

Name Mitchell N. Owens

Title Managing Director

Date 7/2/2015

ACCEPTANCE

ACCEPTED this _____ day of _____, 20__

By _____

Name _____

Title _____

Date _____

Attest:

By _____

Name _____

Title _____

Date _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE DATES FOR SPECIAL BUDGET WORKSHOPS AND A SPECIAL MEETING TO ADOPT A PROPOSED MILLAGE RATE.

MEETING DATE REQUESTED:

JULY 6, 2015

Statement of Issue:

PROPOSED DATES ARE:

THURSDAY, JULY 16 AT 9:00 A.M. (WORKSHOP)

TUESDAY, JULY 21 AT 2:00 P.M. (WORKSHOP)

TUESDAY, JULY 28 AT 5:30 P.M. (SPECIAL TO ADOPT PROPOSED MILLAGE RATE).

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THESE PROPOSED DATES/TIMES WERE DISCUSSED AT THE BOARD WORKSHOP ON TUESDAY, JUNE 30, 2015.

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF A CONTRACT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AND TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS FOR FUEL CARD SERVICES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

JULY 6, 2015

Statement of Issue: EXPANDS THE USE OF CURRENT GAS CARDS TO MORE GAS STATIONS.

Recommended Action: APPROVE THE CONTRACT

Fiscal Impact: N/A

Budgeted Expense:

Submitted By: COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

AMENDMENT 2
STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
STATE TERM CONTRACT NUMBER: 973-163-10-1
FUEL CARD SERVICES

This Amendment 2 of the above-referenced state term contract ("Contract"), effective on August 6, 2015, is between WEX Bank., having its principal office at 7090 South Union Park Center, Suite 350, Midvale, UT 84047, and the State of Florida Department of Management Services ("Department"), having its principal office at 4050 Esplanade Way, Tallahassee, Florida 32399 (collectively, the "Parties").

RECITALS

- I. The Contract was executed on August 6, 2010, and is scheduled to expire on August 5, 2015; and
- II. The Parties agree to renew the Contract, in accordance with section 6.0, "Renewal," of the Contract; and
- III. The Parties agree to modify the Contract, as permitted by section 42, "Modification of Terms," General Contract Conditions, PUR 1000, part 6 of the Contract.

NOW THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- 1.0 **Contract Renewal.** The Contract is renewed for a term of five (5) years, to expire on August 5, 2020.
- 2.0 **Discount Adjustment.** Effective May 1, 2015, the discount established in section 2.0, "Deliverables," of the Contract is increased from 145 basis points (1.45%) to 170 basis points (1.70%), in accordance with section 4(b), "Best Pricing Offer," General Contract Conditions, PUR 1000, part 6 of the Contract.
- 3.0 **Replacement Contract.** A new Contract may be awarded prior to the expiration of this Contract. The new Contract may cause early termination of Contract No. 973-163-10-1. In accordance with section 22, "Termination for Convenience," General Contract Conditions, PUR 1000, part 6 of the Contract; the Department will provide the Contractor with written notice of early termination no less than 90 days prior to the effective date of the new Contract.
- 4.0 **Public Records.** Section 12.0 is added to the Contract, as follows:

12.0 Public Records

A. Access to Public Records

1. If, under this Contract, the Contractor is providing services, the Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the

Contractor in conjunction with the Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

2. If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

B. Protection of Trade Secrets or Other Confidential Information

1. If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

2. If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

3. If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if Respondent fails to take appropriate action, within

timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

4. The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

C. Retention of Records

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

5.0 **Preferred Price Affidavit Requirement.** Section 13.0 is added to the Contract, as follows:

13.0 Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, section 216.0113, Florida Statutes, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing provision in Section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit.

6.0 **E-Verify.** Section 14.0 is added to the Contract, as follows:

14.0 E-Verify

Pursuant to State of Florida Executive Order No.: 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, the Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the State Term Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

7.0 **Scrutinized Companies List.** Section 15.0 is added to the Contract, as follows:

15.0 Scrutinized Companies List

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

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

- 8.0 **Other Contract Terms.** Unless specifically modified or made inapplicable by this Amendment No. 2 all terms and conditions of the Contract remain in full force and effect.
- 9.0 **Counterpart Execution.** This Amendment No. 2 may be executed in counterparts, each of which shall be deemed original, but such counterparts together shall constitute one and the same instrument.
- 10.0 **Warranty of Authority.** Each person signing this Amendment No. 2 warrants that he or she is duly authorized to do so and to bind the respective Party.

SO AGREED:

State of Florida
Department of Management Services

By: [Signature]

Name: Chad Poppell

Title: Secretary

Date: 6/3/15

Contractor
WEX Bank

By: Kirk S. Weber

Name: Kirk S. Weber

Title: President

CEO

Date: 5/29/15

APPROVED AS
TO FORM

[Signature]

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK OTHER THAN THE FOOTER INFORMATION.

**ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN WEX BANK
AND THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (the "STATE")**

CREDIT INFORMATION

Participating Entity agrees that in the event the account is not paid as agreed, WEX BANK may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity Taylor County Board of County Commissioners		Phone # 850-838-3500	Fax# 850-838-3501	
Business Name and Physical Address (Do not include PO Box) Taylor County Board of County Commissioners, 201 East Green Street, Perry, FL 32347			Applicant's Taxpayer ID # (TIN, FEIN or SSN) 59-6000879	
In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles 35	Avg Monthly Fuel Expenditures \$ 31,000	Avg Monthly Service Expenditures \$ 16,000

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no company name will appear on cards.

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

Billing Contact Tammy Taylor	Billing Address PO Box 620	City Perry	State FL	Zip+4 32348
Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.				
Authorized Fleet Contact Name Dustin Hinkel	Title County Administrator	Phone # 850-838-3500x7	Fax # 850-838-3501	
Mailing Address (if different from billing address)		City	State	Zip+4

Email address (required to take advantage of product type card controls)

county.admin@taylorcountygov.com

Card Controls: To help us estimate your credit needs, indicate the types of cards you anticipate using.

If you provide a valid email address above, you can select from these product type options:

☐ All Products ☒ Fuel & Service ☐ Fuel & Fluids with Roadside Assistance ☒ Fuel with Roadside Assistance ☐ Mix of card types

☒ Check here if business is exempt from motor fuels tax

TERMS

DEFINITIONS:

"Agreement" means: **Contract No.973-163-10-1 effective August 6, 2010** for Fuel Cards and Fuel Management Services (the "Agreement") between the **State of Florida Department of Management Services** and **WEX BANK**.

"Participating Entity" shall mean the Participating Entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information above.

All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.

AGREEMENTS OF WEX BANK AND PARTICIPATING ENTITY:

1. This Addendum is to allow the Participating Entity to participate under the Agreement between WEX BANK and the State. It does not modify, amend or change the Agreement in any way.
2. Participating Entity represents that it is authorized or allowed by the laws of its home state to enter into this Addendum and to participate under the Agreement.
3. Participating Entity hereby requests the services of WEX BANK described in the Agreement and agrees to perform all duties of a Participating Entity under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
4. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.

INFORMATION SHARING DISCLOSURE: Information regarding your transactions may be provided to the State, accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.

U.S.A. PATRIOT ACT: Our bank complies with Section 326 of the USA PATRIOT Act which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.

DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX BANK UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX BANK.

CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application on behalf of the Participating Entity.

Signature: _____ Printed Name: **Dustin Hinkel**
Title: **County Administrator** Date: _____

Complete and sign addendum. Fax to 1-866-527-8873.

FOR OFFICE USE ONLY	Oppty Number	Sales Code 10900203	Plastic Type SFL2	Coupon Code FL7	Account Number 04
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AMENDMENT 2
STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
STATE TERM CONTRACT NUMBER: 973-163-10-1
FUEL CARD SERVICES

This Amendment 2 of the above-referenced state term contract ("Contract"), effective on August 6, 2015, is between WEX Bank., having its principal office at 7090 South Union Park Center, Suite 350, Midvale, UT 84047, and the State of Florida Department of Management Services ("Department"), having its principal office at 4050 Esplanade Way, Tallahassee, Florida 32399 (collectively, the "Parties").

RECITALS

- I. The Contract was executed on August 6, 2010, and is scheduled to expire on August 5, 2015; and
- II. The Parties agree to renew the Contract, in accordance with section 6.0, "Renewal," of the Contract; and
- III. The Parties agree to modify the Contract, as permitted by section 42, "Modification of Terms," General Contract Conditions, PUR 1000, part 6 of the Contract.

NOW THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- 1.0 **Contract Renewal.** The Contract is renewed for a term of five (5) years, to expire on August 5, 2020.
- 2.0 **Discount Adjustment.** Effective May 1, 2015, the discount established in section 2.0, "Deliverables," of the Contract is increased from 145 basis points (1.45%) to 170 basis points (1.70%), in accordance with section 4(b), "Best Pricing Offer," General Contract Conditions, PUR 1000, part 6 of the Contract.
- 3.0 **Replacement Contract.** A new Contract may be awarded prior to the expiration of this Contract. The new Contract may cause early termination of Contract No. 973-163-10-1. In accordance with section 22, "Termination for Convenience," General Contract Conditions, PUR 1000, part 6 of the Contract; the Department will provide the Contractor with written notice of early termination no less than 90 days prior to the effective date of the new Contract.
- 4.0 **Public Records.** Section 12.0 is added to the Contract, as follows:

12.0 Public Records

A. Access to Public Records

1. If, under this Contract, the Contractor is providing services, the Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the

Contractor in conjunction with the Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

2. If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

B. Protection of Trade Secrets or Other Confidential Information

1. If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

2. If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

3. If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if Respondent fails to take appropriate action, within

timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

4. The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

C. Retention of Records

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

- 5.0 **Preferred Price Affidavit Requirement.** Section 13.0 is added to the Contract, as follows:

13.0 Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, section 216.0113, Florida Statutes, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing provision in Section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit.

- 6.0 **E-Verify.** Section 14.0 is added to the Contract, as follows:

14.0 E-Verify

Pursuant to State of Florida Executive Order No.: 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, the Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the State Term Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

- 7.0 **Scrutinized Companies List.** Section 15.0 is added to the Contract, as follows:

15.0 Scrutinized Companies List

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

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

- 8.0 **Other Contract Terms.** Unless specifically modified or made inapplicable by this Amendment No. 2 all terms and conditions of the Contract remain in full force and effect.
- 9.0 **Counterpart Execution.** This Amendment No. 2 may be executed in counterparts, each of which shall be deemed original, but such counterparts together shall constitute one and the same instrument.
- 10.0 **Warranty of Authority.** Each person signing this Amendment No. 2 warrants that he or she is duly authorized to do so and to bind the respective Party.

SO AGREED:

State of Florida
Department of Management Services

By: 

Name: Chad Poppell

Title: Secretary

Date: 6/3/15

Contractor
WEX Bank


By: 

Name: Kirk S. Weber

Title: President

CEO

Date: 5/29/15

APPROVED AS
TO FORM


THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK OTHER THAN THE FOOTER INFORMATION.

AMENDMENT 1
STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
STATE TERM CONTRACT NUMBER: 973-163-10-1
FUEL CARD SERVICES

NAME CHANGE AGREEMENT

This Amendment 1 of the above-referenced state term contract ("Contract"), effective on the date last signed, is between WEX Bank, having its principal office at 7090 South Union Park Center, Suite 350, Midvale, UT 84047, and the State of Florida Department of Management Services ("Department"), having its principal office at 4050 Esplanade Way, Tallahassee, Florida 32399 (collectively, the "Parties").

RECITALS

- I. Wright Express Financial Services Corporation, and the Department, on August 5, 2010, executed the Contract; and
- II. Pursuant to Articles of Amendment to the Articles of Incorporation of Wright Express Financial Services Corporation (*Exhibit A*), on or about October 24, 2012, Wright Express Financial Services Corporation, changed its name to WEX Bank; and on December 31, 2012, the Florida Department of State certified the name change (*Exhibit B*); and
- III. WEX Bank, formerly Wright Express Financial Services Corporation, retains and will perform all contractual responsibilities;

NOW THEREFORE, for the mutual covenants contained herein, the Parties agree as follows:

- 1.0 The Department and WEX Bank, hereby agree that WEX Bank, shall provide the goods and services as awarded to Wright Express Financial Services Corporation, in the Contract, and shall enjoy all of the rights and benefits granted under the Contract, which duties and functions and rights and benefits are specifically incorporated herein by reference.
- 2.0 The Department and WEX Bank, hereby agree that payments which would have gone to Wright Express Financial Services Corporation, under the Contract shall be paid to WEX Bank, in accordance with the terms and conditions of the Contract.
- 3.0 The Parties hereto specifically acknowledge and agree that a new contractual relationship is hereby entered into by and between the Department and WEX Bank.
- 4.0 All terms of the Contract not modified by this Amendment 1 shall remain in full force and effect.
- 5.0 Each person signing this Amendment 1 warrants that he or she is duly authorized to do so and to bind the respective party.

SO AGREED:

State of Florida
Department of Management Services

By: Rosalyn Ingram

Name: Rosalyn Ingram

Title: Director, State Purchasing

Date: 5/26/15

Contractor
WEX Bank, formerly, Wright Express
Financial Services Corporation

By: Kirk S. Weiler

Name: Kirk S. Weiler

Title: President/CEO

Date: 5/26/15

APPROVED

By HBrlhante at 2:56 pm, May 26, 2015

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK OTHER THAN THE FOOTER INFORMATION.



WEX Inc.
97 Darling Avenue
South Portland, ME 04106

October 31, 2012

TO WHOM IT MAY CONCERN:

This letter will confirm that Wright Express Corporation and its wholly owned subsidiary, Wright Express Financial Services Corporation changed their corporate names effective October 25, 2012.

Wright Express Corporation is now known as WEX Inc. Wright Express Financial Services Corporation is now known as WEX Bank.

These changes were only name changes and there have been no changes to either company's corporate structure or tax identification numbers.

If you have further questions, please do not hesitate to contact your account representative.

Sincerely,

A handwritten signature in black ink that reads "Ann A. Randall".

Ann A. Randall
Legal Director, Americas

We see corporate payments differently.



DEPARTMENT OF
FINANCIAL
INSTITUTIONS

G. Edward Leary
Commissioner
Michael L. Jones
Chief Examiner
R. Paul Allred
Deputy Commissioner

STATE OF UTAH

Gary R. Herbert
Governor
Greg Bell
Lieutenant Governor

RECEIVED
OCT 24 2012
Utah Div. of Corp. & Comm. Code

MEMORANDUM OF NO OBJECTION TO THE USE OF BUSINESS NAME

To: Utah Department of Commerce, Division of Corporations and Commercial Code
From: Department of Financial Institutions
Re: Use of Business Name

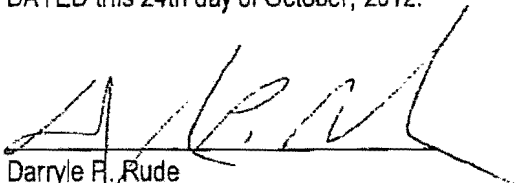
After considering the restrictions on the use of certain terms reserved for financial institutions, as set forth in Section 7-1-701 of the Utah Code, the Department of Financial Institutions has no objection to the use of the following name as a business name in this state by WEX Bank:

WEX Bank

(complete business name of entity to be filled out in ink)

This MEMORANDUM OF NO OBJECTION is not an endorsement of the validity of the entity applying to use this name, nor is it an authorization to engage in any activity. The applicant in all cases must comply with all applicable law, including the laws of this state regarding taxes, securities, and occupational licensure. This document is merely a statement that this department has no objection to the use of the above business name.

DATED this 24th day of October, 2012.


Darryle R. Rude
Supervisor of Industrial Banks

10-24-12P03:53 RCVD

APPROVED AS TO FORM:
OCTOBER 24, 2012

DEPARTMENT OF FINANCIAL INSTITUTIONS

**AMENDED ARTICLES OF INCORPORATION OF
WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION**

RECEIVED
OCT 24 2012
Utah Div. of Corp. & Comm. Code

On October 18, 2012, the sole shareholder of the corporation, Wright Express Corp., pursuant to a CONSENT TO ACTION OF THE SHAREHOLDER OF WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION WITHOUT A MEETING, and as preceded by the unanimous written consent of all directors of the corporation approving this amendment and recommending to the shareholder that it approve the amendment, voted all outstanding shares of Wright Express Financial Services Corporation to adopt the following amendment to the Articles of Incorporation of the corporation, to replace the preceding Article of the same number, but retaining all other Articles in the corporation's Articles of Incorporation without amendment:

ARTICLE I

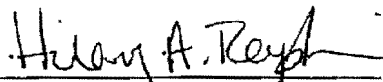
NAME

The name of the corporation is **WEX Bank**.

Secretary's Certificate

I, Hilary A. Rapkin, do hereby certify that I am the duly elected, qualified and acting Secretary of Wright Express Financial Services Corporation, a Utah corporation, and as such, I am familiar with the corporate records. I do hereby further certify that the foregoing Amended Articles of Incorporation was approved and adopted by a unanimous vote of 1,000 shares of corporation (no shares voted in opposition), which constitutes all issued and outstanding shares of the corporation by written consent signed by the sole shareholder on October 18, 2012.

IN WITNESS WHEREOF, I have hereunto signed my name on this 18th day of October, 2012.


Hilary A. Rapkin, Secretary

10-24-12P03:53 RCVD

Date: 10/24/2012
Receipt Number: 4080716
Amount Paid: \$37.00

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H12000306177 3)))



H120003061773ABC.

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : CORPORATION SERVICE COMPANY
Account Number : 120000000195
Phone : (850) 521-0821
Fax Number : (850) 558-1515

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

RECEIVED

12 DEC 31 AM 8:37

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDACOR AMND/RESTATE/CORRECT OR O/D RESIGN
WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION

Certificate of Status	0
Certified Copy	0
Page Count	03
Estimated Charge	\$35.00

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

2012 DEC 31 PM 1:57

FILED

Electronic Filing Menu

Corporate Filing Menu

Help

Handwritten signature and date: 12/31/12

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

F08000003592

(Document number of corporation (if known))

1. WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION

(Name of corporation as it appears on the records of the Department of State)

2. UTAH

(Incorporated under laws of)

3. 08/14/2008

(Date authorized to do business in Florida)

FILED
2012 DEC 31 PM 1:57
TALLAHASSEE, FLORIDA
DEPT. OF STATE

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? October 24, 2012

5. WEX BANK

(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

H. A. Rapin
(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

H. A. Rapin
(Typed or printed name of person signing)

Secretary

(Title of person signing)



Utah Department of Commerce
Division of Corporations & Commercial Code
160 East 300 South, 2nd Floor, S.M. Box 146705
Salt Lake City, UT 84114-6705
Phone: (801) 530-4849
Toll Free: (877) 526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: <http://www.commerce.utah.gov>

Registration Number: 1367904-0142
Business Name: WEX BANK
Registered Date: JULY 29, 1997

December 19, 2012

CERTIFICATE OF NAME CHANGE

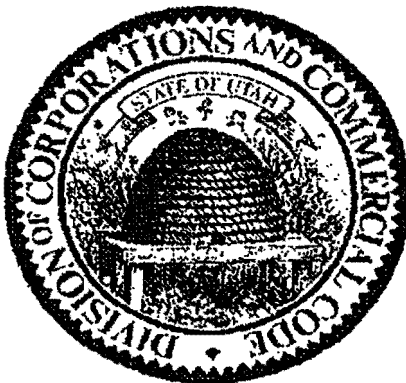
THE UTAH DIVISION OF CORPORATIONS AND COMMERCIAL CODE ("DIVISION") HEREBY
CERTIFIES THAT AN AMENDMENT TO THE ARTICLES WAS SUBMITTED BY

WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION

FOR APPROVAL AND FILING BY THIS OFFICE ON OCTOBER 24, 2012, AND THAT THE
BUSINESS NAME IS CHANGED THEREBY TO

WEX BANK

AS APPEARS OF RECORD IN THE OFFICE OF THE DIVISION.



Kathy Berg
Kathy Berg
Director
Division of Corporations and Commercial Code

Dept. of Professional Licensing
(801)530-6628

Real Estate
(801)530-6747

Public Utilities
(801)530-6651

Securities
(801)530-6600

Consumer Protection
(801)530-6601

CONTRACT BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
Wright Express Financial Services Corporation

This Contract is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Wright Express Financial Services Corporation (Contractor or Wright Express).

Whereas, the Contractor replied to the Division's Invitation to Negotiate (ITN), No.: 15-973-163-X -- Fuel Card Services;

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract.

1.0 SUMMARY OF THE CONTRACTUAL SERVICES / SCOPE OF WORK

This Contract is to provide a Fleet Fuel Card Program for Vehicle Fleets owned by state agencies and Eligible Users in the State of Florida. The Fleet Fuel Card will be built on a Universal Platform. The Fleet Fuel Card Program will include the purchase of Fuel and any commodity and/or service for immediate use by the Eligible User to maintain daily operation of their vehicle fleet. Also, the Fuel Card may be used at Marinas and/or Airports as allowed for Marine Fleets and/or Aircraft Fleets. The Department seeks to improve quality and efficiency of services delivered, improve Eligible User services and reduce cost.

2.0 DELIVERABLES

Florida Department of Transportation (FDOT) Bulk Fueling Sites

Within 45 days of contract execution, FDOT and Wright Express will develop policies and procedures for transactions occurring at FDOT owned bulk fueling sites.

Fuel Price Mapping

WEXOnline contains a real-time fuel price mapping feature that allows fleets to see fuel price information based on recent Wright Express cardholder transactions at accepting merchant locations. This pricing information is fed into maps which include both satellite and standard map views. Results are updated with the most recent Wright Express transactions, showing you which stations have had the lowest prices in the area of your search. No prices older than seven days are presented. Search criteria include address, city, state, zip code, brand and PPG.

Fuel Site Mapping Mobile Application

The Fuel Site Mapping Mobile tool is a mobile application that allows users to enter into a web enabled mobile device (i.e. Blackberry, iPhone) their current location via GPS, zip code or address, as well as desired fuel type and search radius. The application returns a list of accepting merchants with address, distance from current location, and date and time of the last price per gallon for that site. This application obtains results from the

most recent Wright Express authorization data from accepting merchants. No prices older than seven days are presented.

Reporting Dashboards

Wright Express will provide the Department a reporting dashboard that will show key indicators of the program's performance. It is expected that this could include approximately 8-10 canned reports, with the ability to conduct ad hoc reporting as needed. Wright Express will work with the Department within the first 60 days after contract execution to gather requirements for these reports, and provide a date for first delivery of these reports based on development needs and complexity.

Discount

Wright Express will provide a discount of 145 basis points (1.45%) off all Monthly Retail Transactions charged to a contract user's account prior to submitting the monthly invoice.

International Transactions

Discounts for international transactions shall be paid at a rate of 50% of the applicable Discount Percentage.

Definitions

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Universal Cards at retail (not bulk or private site) locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), or (ii) any amounts posted to an account with respect to which a Card has been reported lost or stolen. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

The service deliverables above are included in the contract at no additional charge. See **Section 4.04 for additional contract deliverables.**

OPTIONAL CONTRACT PRODUCTS

The following products may be utilized as part of this contract based on the needs identified by individual Eligible Users. Additional fees, terms and conditions may apply:

National Roadside Assistance

The Wright Express card offers national roadside assistance designed to decrease downtime, organize and improve the administration of road services, and reduce costs. Access to roadside assistance is free of charge (no membership required), but there is a cost for each incident based on the services utilized.

Our program provides your drivers with a reliable, toll-free, 24-hour, 365 day a year provider of high-quality roadside assistance program.

Services Include:

- Towing
- Mechanical first aid
- Jump start
- Tire change
- Lockout assistance
- Fuel and water delivery

Roadside Assistance transactions will be reported by vehicle. Through your reporting, you will be able to track your service expenses and maintain control over fleet costs. By using Wright Express, you'll get the benefit of pre-negotiated services rates with contracted garages therefore eliminating the need to search for reputable providers or send out multiple payments at the end of the month.

WEXSmart™

WEXSMART™ is a GPS wireless vehicle management system that helps customers control fuel and maintenance costs, track driver behavior, increase productivity, and manage risk. Utilizing GPS and wireless communications technology, Wright Express' WEXSMART™ gives managers real-time access to vehicle position, speed, and engine-operating conditions, through any internet connection. Managers can configure alerts and schedule reports that ensure drivers are where they should be, operating safely, and vehicles are in top operating condition, using fuel efficiently.

Price Risk Management

With Pricelock's Universal Retail Price Protection program, you can be on your way to guaranteed budget predictability and control in three simple steps:

1. **Lock in protection** by estimating the number of gallons of fuel at a daily price for your area. Buy the option to purchase a specified number of gallons (minimum 42,000 per month) at a locked-in price for a specified term.
2. **Swipe and pump with peace of mind.** Fuel your vehicles at more than 135,000 stations nationwide for the specified period of purchase. You are protected if prices go up beyond your option price. Enjoy the benefit of lower prices if fuel drops below the locked option price.
3. **Manage your fuel** either by reviewing customized monthly statements provided by Pricelock or by visiting Pricelock.com to manage your committed gallons, review historical and current market trends and gain insight into factors that may influence fuel costs thus affecting your future purchasing decisions.

3.0 SUMMARY OF PEANALTY FOR FAILURE OF CONTRACTOR TO MEET DELIVERALBES

See PUR 1000 Section 23 (Termination for Cause) for details.

4.0 EFFECTIVE DATE

This Contract shall begin on the last date in which it is signed by all parties, whichever is later.

5.0 EXPIRATION DATE

This Contract shall expire 5 years from the effective date of the Contract, unless cancelled earlier in accordance with its terms.

6.0 RENEWAL

Upon mutual written agreement, the Department and the Contractor may renew the Contract for 5 additional years pursuant to the provision of PUR 1000 Section 26.

7.0 INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, shall remain the property of the Contractor.

8.0 PREFERRED PRICE

The Contractor agrees to submit to Customer at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

9.0 TRANSITION

If, at any time, this Contract is canceled, terminated or otherwise expires, and a Contract is subsequently executed with a firm other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent Contractor, including providing documents and information not otherwise protected from disclosure by law and other reasonable requests made by the Contract Administrator.

10.0 CONTRACT DOCUMENTS

This Contract, together with the following documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of this Contract shall control. If a conflict exists among any of the documents, the documents shall have priority after the contract document in the order listed:

- A. ITN No.: 15-973-163-X (the solicitation document – amendments thereto take precedence).
- B. Contractor's Response to the ITN.

11.0 CONTRACT MANAGEMENT

A. Contract Administrator

The Department employee who is primarily responsible for maintaining the Contract administration file shall be as follows:

David A. Bennett
Division of State Purchasing
Department of Management Services

4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
Telephone: (850) 921-4072
Fax: (850) 414-6122
E-mail: David.Bennett@dms.myflorida.com

The Department may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Administrator.


B. Contractor's Representative

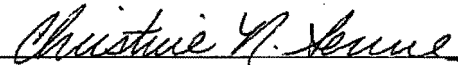
Sharon Linnane, Government Account Manager Wright Express Corporation
97 Darling Avenue South Portland, Maine 04106
Telephone: (941)761-0000
Fax: (207) 523-6377
E-mail: sharon_linnane@wrightexpress.com

With a copy to:
General Counsel
Wright Express Corporation
97 Darling Avenue
South Portland, Maine 04106
Telephone: (207) 523-7366
Fax: (207)523-6377

State of Florida
Department of Management Services

Approved as to form and legality
by the Department General Counsel's Office


By: Linda H. South



Date

8/6/10

Date

August 3, 2010

Wright Express Financial Services
Corporation

APPROVED AS
TO FORM




Signature

Kirk S. Weiler, President and CEO
Print Name

Date

8/5/10

**Invitation to Negotiate
(Number: 15-973-163-X)**

**For
Fuel Card Services**

**ITN Issue Date: January 19, 2010
Replies Due: February 9, 2010 AT 2:00 PM EST**

Contract Term: Five Years with Five Year Renewal Option



**Division of State Purchasing
Department of Management Services
4050 Esplanade Way
Tallahassee, Florida 32399**

TABLE OF CONTENTS

1.0	INTRODUCTION
2.0	SPECIAL INSTRUCTIONS TO RESPONDENTS
3.0	GENERAL INSTRUCTIONS TO RESPONDENTS [PUR1001 (10/06)]
4.0	STATEMENT OF WORK
5.0	SPECIAL CONDITIONS
6.0	GENERAL CONTRACT CONDITIONS [PUR1000 (10/06)]
7.0	ITN QUESTIONS AND REQUIREMENTS
8.0	FORMS

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PART ONE: INTRODUCTION

1.1 PURPOSE AND SCOPE

The State of Florida, Department of Management Services (the Department), invites interested Respondents to submit Responses in accordance with the solicitation documents. The purpose of this solicitation is to establish a five year State Term Contract for Fuel Card Services with the potential for a five year renewal option.

The intent is to obtain the most cost effective Fuel Card Services for the State while maximizing the quality and level of service. The Department is seeking qualified Respondents to provide for the purchase of Fuel and other services to maintain daily operation of Customer fleets throughout the contract period. Qualified companies must have the capability to perform and complete the services in all respects in accordance with the solicitation documents.

- 1.1.1 The Department anticipates awarding a contract to the responsive and responsible Respondent whose proposal is assessed as providing the best value.
- 1.1.2 The Department anticipates that the resulting contract will be (i) the exclusive Fuel Card for State agencies, and (ii) a non-exclusive Fuel Card for other Eligible Users.
- 1.1.3 The term "Eligible Users" means (i) all 34 State agencies, (ii) all other governmental agencies, as defined in Section 163.3164, Florida Statutes, which have a physical presence in the State of Florida, and (iii) any independent, nonprofit college or university located in Florida and accredited by the Southern Association of Colleges and Schools.
- 1.1.4 The contract shall be in effect for five (5) years from the date of execution.

1.2 HISTORY

The current State Term Contract with Comdata has an estimated annual spend of \$50 million. The current program has approximately 28,000 cards. During the calendar year of 2009, there were approximately 176 eligible user accounts executing over 1,500,000 transactions at over 11,000 locations throughout the State. These estimated figures are provided as a historical reference of prior activity within the State and should not be interpreted or construed as representing future activity.

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1.3 CONTACT PERSON

The following person is the Department's **SOLE** point of contact from the date of release of this ITN until selection of a successful provider.

David A. Bennett, CPPO, FCCN, PMP®
Project Manager
Division of State Purchasing
4050 Esplanade Way
Tallahassee, Florida 32399
Telephone: (850) 921-4072
Fax: (850) 414-6122
Email: David.Bennett@dms.MyFlorida.com

Questions regarding this ITN must be submitted via the Q&A Board in accordance with Section 2.5.

Any technical questions relating to the MyFloridaMarketPlace system can be directed to the MyFloridaMarketPlace Customer Service Desk at 1-866-FLA-EPRO (1-866-352-3776) or vendorhelp@myfloridamarketplace.com.

1.4 TIMELINE

	Date
Release ITN within the MyFloridaMarketPlace Sourcing Tool.	1/19/10
Deadline to Submit Questions via the Q&A Board within the MyFloridaMarketPlace Sourcing Tool by 2pm EST.	1/26/10
Post Answers to Questions within the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System (VBS).	2/02/10
Responses Due within the MyFloridaMarketPlace Sourcing Tool by 2pm EST.	2/09/10
Evaluation Team reviews all responsive proposals	2/10-22/10
Evaluation Team meets to discuss Responses (Public Meeting 10am EST at 4050 Esplanade Way, Tallahassee, Florida.)	2/23/10
Post Notice of Intent to Negotiate on the Vendor Bid System (VBS).	2/23/10
Interview and Negotiation Period Begins	3/01/10
Interview and Negotiation Period Ends	4/12/10
Negotiation Team Meets to Discuss Recommended Award (Public Meeting 10am EST at 4050 Esplanade Way, Tallahassee, Florida.)	4/13/10
Post Notice of Intent to Award on the Vendor Bid System (VBS)	4/20/10
Contract Award	Per Section 3.17 Contract Formation

IT IS STRONGLY RECOMMENDED THAT YOU SUBMIT YOUR RESPONSE AS EARLY AS POSSIBLE. YOU SHOULD ALLOW TIME TO RECEIVE ANY REQUESTED ASSISTANCE AND TO RECEIVE VERIFICATION OF YOUR SUBMITTAL; WAITING

UNTIL THE LAST HOURS OF THE SOLICITATION COULD IMPACT THE TIMELY SUBMITTAL OF YOUR RESPONSE.

DO NOT RELY ON THE “MYFLORIDAMARKETPLACE” SOURCING TOOL’S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE EVENT TIMELINE OF THIS ITN.

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PART TWO: SPECIAL INSTRUCTIONS TO RESPONDENTS

2.1. DEFINITIONS

The definitions found in Part Three of the ITN shall apply to this Part Two.

2.2. ORDER OF PRECEDENCE

- 2.2.1. Respondents are encouraged to carefully review all materials contained herein and prepare Responses accordingly. In the event any conflict exists between the Special and General Instructions, the Special Instructions shall prevail. In the event any conflict exists between the Special and General Conditions, the Special Conditions shall prevail.
- 2.2.2. All Responses are subject to the terms of the following sections of this ITN which, in case of conflict, shall have the order of precedence listed:
 - a) ITN Amendments or Addenda (see Section 2.7)
 - b) Introduction
 - c) Statement of Work and Technical Specifications
 - d) Special Conditions
 - e) Special Instructions
 - f) General Contract Conditions (PUR 1000)
 - g) General Instruction to Respondents (PUR 1001)
 - h) Respondent's Response

2.3. WHO MAY RESPOND

- 2.3.1. Each Respondent must be authorized to conduct business with the State of Florida, meet the Technical Requirements, and possess the experience and personnel resources to provide the service described in this ITN.
- 2.3.2. The Department retains the right to request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITN as deemed necessary during the ITN or after contract award.

2.4. MYFLORIDAMARKETPLACE OVERVIEW

- 2.4.1. The Department uses the MyFloridaMarketPlace system (the System) to receive Responses electronically, through the MyFloridaMarketPlace Sourcing tool.
- 2.4.2. MyFloridaMarketPlace Sourcing Tool Tips: When working in the Sourcing tool, be aware of the twenty minute time-out function in the tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty minutes to ensure your entries since you last saved are not lost.
- 2.4.3. Please note that clicking the SAVE button within the Sourcing tool only saves your ITN Responses. The SAVE button does not transmit your ITN response to the State. In order to transmit your ITN response to the State, you must click the SUBMIT button on the SUMMARY page of the ITN response.
- 2.4.4. After clicking the SUBMIT button, it is the Respondent's responsibility to check any submitted response within the Sourcing tool to verify that the response is accurately and completely captured within the Sourcing tool. Respondents must do this while there is sufficient time remaining in the Solicitation period so that if you discover an error, you will have time remaining to submit a revised response.
- 2.4.5. To validate your response, you should do the following before the Solicitation period ends:

- a) Go to My Responses tab within Sourcing tool after you submitted your response.
 - b) Click on the Response ID number of your last submitted response.
 - c) Review Responses to make sure all Responses are complete, accurate and as you intended to submit.
 - d) Minimum areas to check are:
 - i. Text boxes – Is your entire answer viewable?
 - ii. Yes/No questions – Is the displayed answer correct?
 - iii. All uploaded document files / scanned documents – Can you open attached document and clearly view entire content?
 - iv. Required Items - Are all items completed as required within the Sourcing tool?
- 2.4.6. It is strongly recommended that you submit your response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your response. Do not rely on the “MyFloridaMarketPlace” Sourcing tool’s time remaining clock. The official solicitation closing time shall be as reflected in the event Timeline (Section 1.4) of this ITN.
- 2.4.7. Email Notification: Respondents are reminded that the Sourcing tool’s email notifications are an option provided to Respondents as a courtesy. The State of Florida is not under any obligation and does not guarantee that Respondents will receive email notifications concerning the posting, amendment or close of ITNs. Respondents are responsible for checking the MyFloridaMarketPlace Sourcing tool and / or the Vendor Bid System for information and updates concerning this ITN.
- 2.4.8. MFMP Sourcing Tool Training for Respondents: Respondents are strongly encouraged to download the document titled RFP Event User Guide. Please go to http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm and click on RFP Event User Guide.

2.5 QUESTIONS & ANSWERS

Respondents shall examine this solicitation to determine if the Department’s requirements are clearly stated. If there are any requirements which are unclear or objectionable, Respondents should submit notice to the Department using the Sourcing tool’s Q&A Board by the due date for Respondents to submit questions listed in the Timeline. Do not contact the Project Manager or Customers directly. If the Respondent is requesting a change in the terms of the solicitation, Respondents must do the following:

1. Identify and describe in detail any difficulty in meeting the Department’s specifications
2. Provide a detailed justification for a change
3. Provide the recommended changes to the specifications

A Respondent’s failure to request changes by the date described in the Introduction (Section 1) of this solicitation shall be considered to constitute Respondent’s acceptance of the Department’s specifications. The Department shall determine what changes to the solicitation shall be acceptable to the Department, if any. If required, the Department shall issue an addendum reflecting the acceptable changes to this solicitation, which shall

be posted as an addendum to the solicitation in the Sourcing tool and on the State's Vendor Bid System in order that all Respondents shall be given the opportunity of submitting Responses to the same specifications.

Please note that questions will **NOT** be answered via telephone or fax. The Department shall post the answers to the questions via the System by the date stated on the Timeline. Each Respondent is responsible for monitoring the System for new or changing information. New communications will be posted within the Message Center on the System. The Department shall not be bound by any verbal information or by any written information that is not either contained within the solicitation documents or formally noticed and issued by the ITN sole point of contact. Questions shall not constitute formal protest of the specifications or of the solicitation. The formal protest process is described in Part Three, Section 20.

2.7 AMENDMENTS OR ADDENDA TO THE ITN DOCUMENTS

The Department reserves the right to issue amendments or addenda to the solicitation. Notice of any amendment or addenda will be posted within MyFloridaMarketPlace using the message board and the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and/or reviewing the formal changes to the solicitation. Each Respondent is responsible for monitoring the sites for new or changing information concerning this solicitation.

2.8 RESERVATIONS

The Department reserves the right to reject any and all Responses received pursuant to this Invitation to Negotiate, if the Department determines such action is in the best interest of the State of Florida or the Department. The Department reserves the right to negotiate concurrently or separately with competing Respondents. The Department reserves the right to accept portions of competing Respondent's Responses and merge such portions into one project, including the inclusion of the entity offering such portions. The Department reserves the right to waive minor irregularities in submitted Responses.

2.9 ORAL PRESENTATION AND PROJECT MANAGEMENT

The Department reserves the right to require any Respondent to perform, prior to the selection of Respondent(s), an operational demonstration and an oral presentation on any hardware, software or professional services included in its Response. If the Department determines that an operational demonstration and oral presentation are necessary, the Department shall schedule the presentation.

A written summary of the operational demonstration and oral presentation prepared by the Respondent shall be regarded as confirmation of this requirement and shall become part of the Respondent's response. A list of attendees and copies of the agenda and all visuals should accompany the written summary. The inability of the Respondent to conduct the operational demonstration and oral presentation within ten (10) days of written notification by the Department may result in disqualification.

The Respondent should assign a Project Manager to this Response. The Project Manager should be present at the operational demonstration and oral presentation. The Project Manager should be certified by the Project Management Institute (PMI).

2.10 DISCLOSURE OF RESPONSE CONTENTS

All documentation produced as part of the Invitation to Negotiate will become the exclusive property of the Department and may not be removed by an employee or agent of the Respondent. All Responses will become the property of the Department and will not be returned to the Respondent. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any Response. Selection or rejection of a Response will not affect this right.

2.11 RESPONSE EVALUATION AND SELECTION PROCESS

- A. In determining whether to select or reject a Response, the Department will consider and evaluate all information submitted in response to this ITN, including information presented during oral presentation, if required; and to this extent, each requirement for solicited information is an evaluation criterion. Responses that do not contain all the required information may be considered non-responsive and may be rejected. In its assessment of Responses, the Department will analyze the information submitted in relation to the information requirements and evaluation criteria of this ITN, the applicable provisions of the Florida Statutes, and the Florida Administrative Code, and will compare each Response to the other Responses submitted and rank those Responses that are responsive and responsible. The Department may then select one or more Responses for further consideration, or may reject all Responses.
- B. Selected Respondent(s) will be invited to provide more detailed clarifications of their Responses, to provide interactive presentations of the Responses, and to enter into negotiations with the Department. Based on the clarifications, presentations and negotiations, the Department will either (i) award the contract to the Respondent who provides the best value for the Department and the State, or (ii) reject all Responses. The Department reserves the right to negotiate concurrently or separately with competing Respondent(s).

2.12 EVALUATION CRITERIA

Respondents will be evaluated on the basis of the information they provide under Section 7 of this ITN. Criteria the Department will consider includes, but is not limited to:

- 1. The extent to which the Response illustrates the Respondent's project understanding, and prior experience (both government and non-government) for projects similar in type, size, and complexity as the Fuel Card Services Program.
- 2. The Respondent's ability demonstrated through its organization, its technical and managerial qualifications and skills, the staffing level proposed, its facilities, and other resources available to satisfy the proposed Fuel Card Services Program.
- 3. Any financial incentives to the State.

PART THREE: PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

Contents

- 1. Definitions.**
- 2. General Instructions.**
- 3. Electronic Submission of Responses.**
- 4. Terms and Conditions.**
- 5. Questions.**
- 6. Conflict of Interest.**
- 7. Convicted Vendors.**
- 8. Discriminatory Vendors.**
- 9. Respondent's Representation and Authorization.**
- 10. Manufacturer's Name and Approved Equivalents.**
- 11. Performance Qualifications.**
- 12. Public Opening.**
- 13. Electronic Posting of Notice of Intended Award.**
- 14. Firm Response.**
- 15. Clarifications/Revisions.**
- 16. Minor Irregularities/Right to Reject.**
- 17. Contract Formation.**
- 18. Contract Overlap.**
- 19. Public Records.**
- 20. Protests.**
- 21. Limitation on Vendor Contact with Agency During Solicitation Period**

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;

- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

- Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the

Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

PART FOUR: STATEMENT OF WORK

4.01 DEFINITIONS

“Agency Agreement” is the established agreement between the Eligible User and the Contractor, using this Contract.

“Fuel” shall mean any fuel product obtained through use of the Fuel Card. Fuel product shall include all types and grades of fuel available for retail sale and used in State and Eligible User vehicles, marine fleets, aircraft fleets and other equipment.

“Fuel Card” shall mean the card issued to State and Eligible Users for the purchase of Fuel and Immediate Use Vehicle Accessories.

“Fuel Card Services” shall mean providing services as described in this solicitation and as established in the Contract, if any.

“Universal Platform” shall mean a retail electronic payments network used by at least 95% of Level 3 and Level 2 retail merchants in the State of Florida.

4.02 SCOPE OF WORK

This Contract is to provide a Fleet Fuel Card Program for Vehicle Fleets owned by state agencies and Eligible Users in the State of Florida. The Fleet Fuel Card should be built on a Universal Platform. The Fleet Fuel Card Program will include the purchase of Fuel and any commodity and/or service for immediate use by the Eligible User to maintain daily operation of their vehicle fleet. Also, the Fuel Card may be used at Marinas and/or Airports as allowed for Marine Fleets and/or Aircraft Fleets. The Department seeks to improve quality and efficiency of services delivered, improve Eligible User services and reduce cost.

4.03 FUEL CARD SERVICES MINIMUM REQUIREMENTS

Fuel Card Services will be available to all Eligible Users in the State of Florida. The Contractor will provide a Fuel Card that is accepted at fuel locations throughout the State of Florida for the purchase of Fuel and Immediate Use Vehicle Accessories. Services shall also include commodities and services to be used during emergency situations as described and priced within this contract’s Emergency Plan. The Contractor will provide a detailed description of all Fuel Card Services available to the State and Eligible Users. Services shall also include, but are not limited to, purchasing controls, reporting options, level 3 detailed transactions, online Eligible User access for reporting purposes and account management and billing and payment options.

At a minimum, the Contractor shall provide the following Fuel Card Services:

- **Fuel Card**
 - Issuance and shipping second day mail, by 2pm EST, of Fuel Cards to Eligible Users will be at the Contractor’s expense. This includes additional and replacement cards as required.
 - Fuel Cards will be used for the purchase of Fuel and Immediate Use Vehicle Accessories. Eligible Users will be responsible for setting Fuel Card restrictions.

- Detailed reports will be sent with the Eligible User's invoice. The Eligible User will define the required detail of these reports.
- Ability to issue an access number or PIN number for security purposes.
- The Fuel Card Vendor shall provide the Eligible User's tax exempt ID number with the fuel card at no cost to the Fuel Card Program Eligible Users.
- **Fuel Cost**
 - All applicable taxes will be exempt from the fuel cost. This tax exemption will be excluded from the fuel cost and disclosed on the Eligible User's invoice.
- **Immediate Use Vehicle Accessories**
 - Commodities may include, but are not limited to, motor oil, transmission fluid, brake fluid, windshield wiper blades, fuses, tires, etc. These commodities are for immediate use on the Eligible User's vehicle at the time of purchase. These Commodities will be charged at the Eligible User's negotiated price or at the Contractor's Fleet Management discounted price, whichever is less. Commodity purchases outside of the State of Florida may include applicable sales taxes.
 - Services may include, but are not limited to, car washes, vehicle maintenance, vehicle repairs, tire service, towing etc. These services must be performed on the Eligible User's vehicle at the time of purchase. These services will be charged at the Eligible User's negotiated price or at the Contractor's Fleet Management discounted price, whichever is less. Service purchases outside of the State of Florida may include applicable sales taxes.
- **Eligible User Accounts**
 - The Contractor shall provide an on-line Account Management system to Eligible Users. These accounts shall be accessible on-line for day to day management and reporting purposes.
 - The Contractor shall provide Account Management Software and training to each Eligible User. This software shall have the same functionality for all Eligible Users and should interface with the Contractor's on-line system.
 - If deemed necessary by the State, the Contractor shall provide programming, at no charge to the State, for interfacing with the State's accounting system. Currently, the State is using a legacy system called FLAIR.
 - Other Eligible Users will negotiate interface programming, to provide compatibility with their accounting system, with the Contractor as required.
 - The Contractor shall have an Eligible User service center that has full account management services available between the hours of 7 a.m. and 6 p.m. EST. Monday through Friday except for State holidays.
 - The Contractor shall have at least one Account Representative assigned to the State for the management of the Contract.

- **Fuel Card Reader Equipment at State and Eligible User Sites**

- Installation of all equipment with Fuel Card reader capability will be at the request of the State or Eligible User, the cost of which shall be mutually agreed upon between the Eligible User and Contractor.
- The Fuel Card reader shall capture Fuel purchase data in the same manner as a Retailer.
- The Contractor will be responsible for providing all equipment maintenance and software updates as required. The Eligible User will be responsible for providing all electrical connections and data transmission lines as required.

- **Optional Fuel Product Management at State and Eligible User Sites**

Upon mutual agreement between the contract user and Contractor, the Contractor may provide fuel product management at State and Eligible User sites. The cost for this service shall be mutually agreed upon between the Eligible User and Contractor. The site shall be those for which Fuel Card reader capabilities equipment has been installed. This includes, but is not limited to, the monitoring of Fuel levels, ordering and/or delivering Fuel, etc. This service also includes the use of equipment and tools, and all services and responsibilities prescribed or implied which are necessary for the complete performance by the Contractor of its obligations under the Contract. State and Eligible Users will not be charged for Fuel stored at these sites. State and Eligible Users will only be charged for Fuel dispensed into their Vehicle Fleet.

4.04 CONTRACT DELIVERABLES

Emergency Plan

Within thirty days of contract signing, the Contractor and the State shall jointly develop an Emergency Plan. The Fuel Card Services Contract allows for the purchase of commodities and services that are necessary to execute the Emergency Plan. These purchases shall include the use of equipment and tools, and all services and responsibilities prescribed or implied which are necessary for the complete performance by the Contractor of its obligations under the Emergency Plan. This Plan shall include but not be limited to:

- Commodities and services available to Eligible Users during emergencies.
- An assessment of risks
- Operational assignments (Who does what, when and how)
- Procedures for Emergency notification (How do we tell people there's a problem?)
- Procedures for activation in the event of an emergency situation in order to protect and/or recover critical assets and functions.
- Procedures for Emergency Plan testing
- Procedures for an annual review, updating, altering and re-writing that results in a document that is fully functional and operational.

Project Management Professional Certification

Within fifteen days of contract signing, the Fuel Card Vendor shall have a certified Project Management Professional (PMP) leading the implementation of the State's Fuel Card Program. This certification should be obtained through the Project Management Institute (PMI).

Implementation Plan

Within the first forty-five days of contract signing, the Fuel Card Vendor and the State shall jointly develop a detailed Implementation Plan. This Plan shall include but not be limited to:

1. Development of a critical path for the project
2. Determining Start and Completion Dates
3. Development of goals
4. Development of objectives for each goal
5. Development of activities for each objective
6. Determining individuals responsible for each activity
7. Development of timelines for each activity
8. Development of a list of potential barriers and a plan to overcome them.

Training Plan (Instructor led, online and train the trainer)

Within ninety days of contract signing, the Fuel Card Vendor and the State shall jointly develop a Training Plan. This Plan shall provide for but not be limited to:

1. Defining the purpose of the training and target audience
2. Determining participants' needs (Instructor led, Online, and Train the trainer)
3. Defining training goals and objectives
4. Outlining training content
5. Develop instructional activities
6. Prepare the written training design
7. Prepare participant evaluation form(s)
8. Determine follow-up activities for the event

Marketing/Outreach Plan (to include other Eligible Users)

Within the first ninety days of contract signing, the Fuel Card Vendor and the State shall jointly develop a detailed a Marketing/Outreach Plan to all Eligible Users of the Fuel Card Contract.

Conference Room Pilot (requirements gathering)

Before any agency is brought into the new Fuel Card Program, the Fuel Card Vendor and the State shall develop and execute a Conference Room Pilot. Conference Room Pilot shall be defined as a period of four 1-day working sessions, or other schedule as agreed, the purpose of which is to review and refine the proposed business processes. During the Conference Room

Pilot fleet card, purchasing and accounting representatives from various State agencies will be invited to review and comment upon the proposed processes.

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PART FIVE: SPECIAL CONDITIONS

5.1 CONFIDENTIALITY

- 5.1.1 Any information relating to the products, customers, business, marketing plans and policies of the State or its affiliates, supplied to Contractor by or at the direction of the State or acquired by Contractor in the course of providing services to the State, or developed by Contractor in carrying out Contractor's duties under the Contract, must be deemed to be confidential and proprietary information of the State and the exclusive property of the State.
- 5.1.2 Notwithstanding any provisions to the contrary, the parties shall not be required to disclose to the public any materials protected by law and disclosure of any confidential information received by the State of Florida will be governed by the provisions of the Florida Public Records Act, Chapter 119, Florida Statutes and exceptions thereto.
- 5.1.3 Contractor shall not sell or distribute a list of participating Eligible Users, State Agencies or their cardholders, their addresses, card account numbers or any other information to any person, firm, account, or other party for any purpose. This is absolutely prohibited and considered confidential information.

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PART SIX: PUR 1000 – GENERAL CONTRACT CONDITIONS

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.

- 44. Waiver.
- 45. Annual Appropriations.
- 46. Execution in Counterparts.
- 47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
- (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering repurchase costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The

State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay

or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the

state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

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

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the

State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted

for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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PART SEVEN: ITN QUESTIONS AND REQUIREMENTS

The Respondent's Response to this Section should be uploaded as a single attachment in the MyFloridaMarketPlace Sourcing Tool.

7.1 SERVICE PROVIDER BACKGROUND AND EXPERIENCE

- 7.1.1 Provide a brief overview of your company. Include the following:
 - a) Name and address (corporate office and main locations);
 - b) Brief history of the company;
 - c) Key program contacts that will be assigned to the State of Florida contract;
 - d) Service provider's organization chart;
 - e) Annual reports for the last two years;
 - f) Flowchart of the company's Fuel Card Program process; and,
 - g) Name and description of services for any card processing companies or service centers that will be used to perform any of the functions listed in this ITN.
- 7.1.2 Please identify your current Fuel Card customers and provide the following:
 - a) At least three (3) references from current customers;
 - b) Each reference must contain the organization name and address, with the name, title; phone number and e-mail address of a current contact person;
 - c) List the total dollar volume;
 - d) Number of annual transactions; and,
 - e) Number of active cards issued under each program listed.
- 7.1.3 Describe the full extent of your experience and qualifications, including past experience, in providing Fuel Card Services of the type and magnitude of this ITN.
- 7.1.4 Provide a brief description of the benefits and value of your services. Discuss how long you have been offering fuel card services, as well as the total number of customers enrolled in your fuel card service program.

7.2 SERVICE

- 7.2.1 What processes have been put in place with other customers to monitor their satisfaction with service and quality? How has customer feedback been used to improve service and quality?
- 7.2.2 How has communication to customers regarding internal changes, new processes/procedures, issue identification and problem resolution been managed?
- 7.2.3 Please describe your problem resolution procedures. Who would the State of Florida contact when there are questions/problems? Will this contact change throughout the entire process?
- 7.2.4 Please describe your ability to provide customer specific services (i.e. assuring State of Florida rules and regulations are followed).
- 7.2.5 Please describe your day-to-day customer servicing capabilities.
- 7.2.6 Please describe your relationship management capabilities.

- 7.2.7 Describe the consultative tools and processes you have in place to provide the State of Florida with information and advice regarding Fuel Card Services Program performance, growth, and best practices with comparisons to industry benchmarks and standards.

7.3 IMPLEMENTATION, PROJECT MANAGEMENT & TRANSITION

- 7.3.1 What changes in account team structure, reporting or personnel would occur as the State of Florida moves from implementation to on-going operations?
- 7.3.2 Provide your performance measures for a successful implementation.
- 7.3.3 Describe in detail the immediate and long-term support structure you propose in connection with this Fuel Card Services Program. Include program implementation, including staffing level assigned for this purpose, length of time required to start the Program, training, and Program materials, if necessary. Include on-going support of the Fuel Card Services Program.
- 7.3.4 Describe your experience with customer program transitions from other Fuel Card providers.

7.4 OPERATIONS AND TECHNOLOGY

- 7.4.1 What technological innovations have you invested in over the last three years? How have you used these technological innovations to improve your customer's processes and to reduce their costs?
- 7.4.2 How have you utilized Internet capabilities to improve efficiency and quality?
- 7.4.3 Describe your disaster recovery plan?
- 7.4.4 What types of feeds can you provide customers to load into their systems?
- 7.4.5 Describe your fraud prevention and recovery process. Include your procedures for notifying the appropriate Eligible User Fuel Card Administrator immediately when fraud is discovered.
- 7.4.6 Describe your system's internal controls to identify fraudulent use of any card and the ability to provide responses with corrective actions to the appropriate Eligible User Fuel Card Administrator upon identification of such fraudulent activity.

7.5 REPORTING/MEASUREMENT AND ENHANCED DATA

- 7.5.1 Provide a general description of the reporting packages offered.
- 7.5.2 Describe your reporting capabilities around Fuel Cards. What information is included in a standard report format? In what format is this information available? Attach copies of your standard reporting.
- 7.5.3 Describe your ability to provide reports and keep identified data confidential.
- 7.5.4 Please describe any fees associated with customizing a report and the length of time required to receive a customized report.
- 7.5.5 Describe the various reporting options and the level of reporting detail your program offers and describe how these reports can be tailored to meet the requirements of a customer.
- 7.5.6 Describe your process for identifying authorized customers prior to engaging in reporting initiatives.

7.6 INSURANCE AND EMERGENCY SERVICES

- 7.6.1 Do you provide Travel Accident Insurance? Please describe the level(s) and any associated costs of coverage.
- 7.6.2 Do you provide Auto Rental insurance? Please describe the level(s) and any associated costs of coverage.
- 7.6.3 Do you provide Corporate Liability Insurance (CLI)? Please describe the level(s) and any associated costs of coverage.
- 7.6.4 Please describe any other insurance coverage you may offer.
- 7.6.5 Please describe the Emergency Travel Services your program provides including availability of those services?

7.7 EVALUATION SYSTEM/PERFORMANCE MEASUREMENTS

- 7.7.1 The evaluation system must utilize a variety of levels and techniques of quality, performance measurements, and assessments. Provide a copy of your evaluation system.
- 7.7.3 Do you monitor performance indicators? If so, what key performance measures do you track? What is the reporting frequency and period covered for each measure? What were your average performance measures for the last five (5) reporting periods?
- 7.7.4 Please provide any further information around your product offering and capabilities that you feel would facilitate the evaluation and selection process for State of Florida.

PART EIGHT: FORMS

8.1 CONTRACT (For Reference Only – Do Not Execute)

This Contract, effective the last date signed below, is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the Entity identified below as Contractor ("Contractor").

The Contractor responded to the Department's Invitation to Negotiate No.: 15-973-163-X Fuel Card Services ITN. The Department has determined to accept the Contractor's response and to enter into this Contract in accordance with the requirements, terms and conditions of the solicitation.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) F.S. The term of the Contract begins on the Effective Date and expires five (5) years from that date. The Contract consists of the following solicitation documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- ITN Amendments and Addenda
- Introduction
- Statement of Work and Technical Specifications
- Special Conditions
- Special Instructions
- General Contract Conditions (PUR 1000)
- General Instruction to Respondents (PUR 1001)
- Any Purchase Order under the Contract
- Contractor's Response to ITN

State of Florida,
Department of Management Services
By: Linda H. South, Secretary

Date

Approved as to form and legality
by the Department General Counsel's Office: _____

Contractor Name: _____

Street Address or P.O. _____

City, State, Zip: _____

By:

Date