

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA
REGULAR BOARD MEETING
TUESDAY, JULY 5, 2016
6:00 P.M.
201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE

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

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

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE BIDS FOR THE REHABILITATION OF FOUR (4) SINGLE FAMILY HOMES THROUGH THE RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM (RCMP), SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
5. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE TO ALLOW GOLF CARTS TO BE OPERATED ON THE STEINHATCHEE BRIDGE.

6. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE TO AMEND A PORTION OF COUNTY ORDINANCE NO 2014-3, WHICH PROHIBITS THE COMMERCIAL LEASING OF GOLF CARTS.

CONSENT ITEMS:

7. APPROVAL OF MINUTES OF JUNE 21, 2016.
8. EXAMINATION AND APPROVAL OF INVOICES.
9. THE BOARD TO CONSIDER THE APPROVAL OF ANNUAL END OF YEAR RECAPITULATION OF ERROR & INSOLVENCIES FOR ALL AD VALOREM & NON AD VALOREM ROLLS FOR 2015, AS AGENDAED BY MARK WIGGINS, TAX COLLECTOR.
10. THE BOARD TO CONSIDER THE APPROVAL OF ANNUAL END OF YEAR RECAPITULATION REPORT FOR THE NON AD VALOREM ROLLS FOR 2015, AS AGENDAED BY THE TAX COLLECTOR.
11. THE BOARD TO REVIEW AND APPROVE THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT FOR FY 2016-2017, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
12. THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE SMALL COUNTY CONSOLIDATED SOLID WASTE MANAGEMENT GRANT AGREEMENT FOR FY 2015-2016, AS AGENDAED BY THE GRANTS DIRECTOR.

PUBLIC REQUESTS:

13. TONJA JONES-BLOUNT TO ADDRESS THE BOARD REGARDING A PROGRAM IN TAYLOR COUNTY - DRE'S PATHWAY TO INDEPENDENCE - AND TO REQUEST ASSISTANCE FROM THE BOARD FOR THAT PROGRAM.

ADVISORY COMMITTEE REPORTS:

14. THE BOARD TO CONSIDER AN APPOINTMENT TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB), AS SUBMITTED BY PAT DEW, RECREATION COORDINATOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

15. JEFF SIEGMEISTER, STATE ATTORNEY, TO APPEAR TO ADDRESS THE BOARD REGARDING SPACE NEEDS FOR HIS OPERATION IN TAYLOR COUNTY.

GENERAL BUSINESS:

16. THE BOARD TO APPROVE A TRANSFER FROM CONTINGENCY TO COVER A HCRA (HEALTH CARE RESPONSIBILITY ACT) CLAIM, AND APPROVE PAYMENT TO TALLAHASSEE MEMORIAL HOSPITAL, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.
17. THE BOARD TO CONSIDER A REQUEST FROM THE TOURISM DEVELOPMENT COUNCIL (TDC), FOR REIMBURSEMENT FROM THE SINKING FUND FOR AN EXPENDITURE FOR THE 2015 FIDDLER CRAB FESTIVAL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
18. THE BOARD TO CONSIDER A REQUEST BY THE TDC, TO TRANSFER \$10,000 FROM TOURISM RESERVES TO PAINT AND PREPARE THE AUDITORIUM IN FOREST CAPITAL HALL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
19. THE BOARD TO DISCUSS A NOTICE OF IMMINENT DEMOLITION ISSUED BY THE CITY OF PERRY, ON A PROPERTY OWNED BY TAYLOR COUNTY, AND TO TAKE ACTION AS DEEMED NECESSARY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

20. THE BOARD TO CONSIDER APPROVAL OF A CONSTRUCTION AND MAINTENANCE AGREEMENT FOR INTERSECTION SAFETY IMPROVEMENTS IN TAYLOR COUNTY, AND TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CHAIR TO ACCEPT SUCH AGREEMENT ON BEHALF OF THE COMMISSION, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
21. THE BOARD TO CONSIDER AN APPLICATION FOR A MUD BOG SPECIAL EVENT AT THE PUDDING CREEK MUD BOG SITE FOR JULY 15-17, WITH ATTENDANCE EXPECTED TO BE LESS THAN 1000, AS AGENDAED BY DANNY GRINER, BUILDING DIRECTOR.

COUNTY ADMINISTRATOR ITEMS:

22. THE BOARD TO DISCUSS THE POSSIBILITY OF RESCHEDULING THE REGULAR WORKSHOP SCHEDULED FOR JUNE 27 WHICH WAS POSTPONED.
23. 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:

Board to receive bids for four (4) approved recipients for the retrofit of their homes through the Residential Construction Mitigation Program (RCMP).

MEETING DATE REQUESTED:

July 5, 2016

Statement of Issue: Board to receive bids at 6:00 p.m. on four homes that have been qualified to receive wind mitigation retrofit assistance through the RCMP Program.

Recommended Action: Receive bids on four homes at 6:00 p.m. as approved at the May 17, 2016 Board meeting.

Fiscal Impact: The projects will be 100% grant funded.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County received \$194,000 through the RCMP grant program to mitigate potential wind damage to homes resulting from severe weather. The Board approved receiving bids on four applicants who have been qualified to receive wind mitigation retrofits for their roof's through this program. The recipients are:

Larry Abercrombie	102 Stephens Street	Perry
Alberta Mote	146 Dunwood Street	Perry
Mary Phillips	106 Woodgate Drive	Perry
Maxie Young	103 El Rancho Drive	Perry

In addition to the proposed projects, hurricane shutters are currently being installed on the homes that were recently constructed with CDBG funding assistance.

Recommendation of the bid award will be made to the Board at the July 19, 2016 meeting. The Bid Committee will be: Jay Moseley with Government Services Group,

**Jami Boothby, and Melody Cox. FDEM will approve the bid
award after approval by the Board.**

Attachments: Not applicable

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO.
2014-03 TO ALLOW GOLF CARTS TO BE
OPERATED ON THE STEINHATCHEE BRIDGE;
PROVIDING FOR SEVERABILITY AND
PROVIDING AN EFFECTIVE DATE.

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

Section 1. It is in the interest of the citizens of the Steinhatchee area of Taylor
County, Florida to allow golf carts on the Steinhatchee bridge.

Section 2. The Board of County Commissioners of Taylor County hereby finds
that golf carts, if operated properly, may travel over the Steinhatchee bridge in Taylor
County, Florida.

Section 3. That the Board ratifies all sections of Ordinance No. 2014-03 except
Section 9 which prohibits the commercial leasing of golf carts for use on the streets and
roads of Taylor County. This Section 9 shall be addressed in a separate Ordinance repealing
the prohibition of commercial leasing of golf carts for use on the streets and roads of Taylor
County.

Section 4. If any section, portion or phrase of this Ordinance is ruled invalid or
unconstitutional by any court of competent jurisdiction the remainder of this Ordinance
shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall take effect immediately upon
receipt of official acknowledgement from the Office of the Secretary of State of Florida that
this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners
of Taylor County, Florida, on this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

JODY DEVANE, Chairperson

ATTEST

ANNIE MAE MURPHY,
Clerk of Court

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA WHICH AMENDS A PORTION OF ORDINANCE NO. 2014-3 WHICH PROHIBITS THE COMMERCIAL LEASING OF GOLF CARTS FOR USE ON THE STREETS AND ROADS OF TAYLOR COUNTY, AND PROVIDES THAT COMMERCIAL LEASING OF GOLF CARTS SHALL BE ALLOWED IN THE UNINCORPORATED AREAS OF TAYLOR COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. It is in the interest of the citizens of Taylor County, Florida, that commercial leasing of golf carts should be allowed.

Section 2. Section 9 of Ordinance No. 2014-3 that prohibits the commercial leasing of golf carts for use on the streets and roads of Taylor County, Florida is hereby repealed, and commercial leasing of golf carts is allowed in the unincorporated areas of Taylor County, Florida.

Section 3. The remainder of Ordinance No. 2014-3 is hereby ratified.

Section 4. If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent jurisdiction the remainder of this Ordinance shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

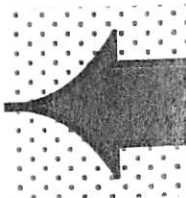
PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

JODY DEVANE, Chairperson

ATTEST

ANNIE MAE MURPHY, Clerk of Court



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 20, 2016

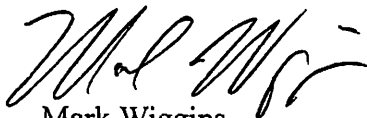
Honorable Jody Devane, Chairman
Taylor County Board of County Commission
Perry, FL 32347

Dear Mr. Devane,

Attached please find the Annual End of Year Recapitulation of Error & Insolvencies for all Ad Valorem & Non Ad Valorem Rolls in our county for 2015.

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

DR-505

R. 4/16

Rule 12D-16.002

Florida Administrative Code

Page 2

To Tax Collectors:


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

Tax Collector Recapitulation

I, Mark Wiggins, Tax Collector of Taylor County, Florida, certify this is a report of all discounts, errors, double assessments, and insolvencies on the assessment roll for 2015; 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 without proof that each claim was legal; that each item marked insolvent is, in fact, insolvent and, although diligent search has been made by me I have been unable to find any property to levy on to enforce the payment of the tax; and that I have not collected any of the items shown on this list.

I am entitled to credit against the 2015 Assessment Roll in the following amounts:

Errors	76,411.	Federal bankruptcies	6,369.
Insolvencies		Other: (specify) Non Ad Valorem	
Double assessments		Errors & Exemptions	13,976
Discounts	755,647.	Discounts	26,702.
TOTAL			879,105.



Signature, Tax Collector

Taylor

County

6-20-16

Date

County Commission Recapitulation

We, the members of the Board of County Commissioners of Taylor County, Florida, certify that we have examined and compared each item of this report. The tax collector has stricken from this report and made a separate list of items which in our judgment should be collected by the tax collector. To the best of our knowledge, this list is correct, just and legal.

Hon. Mark Wiggins, Tax Collector, is entitled to credit on account the amounts below.

Errors	76,411.	Federal bankruptcies	6,369.
Insolvencies		Others: (specify) Non Ad Valorem	
Double assessments		Errors & Exemptions	13,976.
Discounts	755,647.	Discounts	26,702.
TOTAL			879,105.

Attest:

Signature, chairman

Date

Clerk

Member

Member

Member

Member

10

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 20, 2016

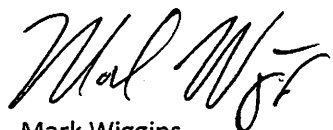
Honorable Jody Devane, Chairman
Taylor County Board of County Commission
Perry, FL 32347

Dear Mr. Devane,

Attached please find the Annual End of Year Recapitulation Report for the
Non Ad Valorem Rolls in our county for 2015.

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.
2015**

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	1,061,114	4,935	6,580	1,505	5,450	990	27,409	1,679	-	2,506	4,490	1,116,658
2. Plus Additions to the Roll	793	-	-	-	-	-	292	-	-	-	-	1,085
3. Less Subtractions from the Roll including Rounding Error	-	-	-	-	-	-	-	-	-	-	-	-
4. Penalties Collected on Current Roll	4,333	12	19	9	29	-	21	10	-	22	19	4,474
5. Total Taxes Levied on 20__ Tax Roll	1,066,240	4,947	6,599	1,514	5,479	990	27,722	1,689	-	2,528	4,509	1,122,217

CREDITS:

Prior Year Corrections

6. Total Monies Collected (including Individual Tax Sale Certificates)	1,016,141	4,805	6,430	1,486	5,345	950	26,432	1,639	-	2,473	4,367	1,070,068
7. Discounts Allowed	25,235	142	169	28	134	40	707	50	-	55	142	26,702
8. Total Cash Credits on Collections (6 + 7)	1,041,376	4,947	6,599	1,514	5,479	990	27,139	1,689	-	2,528	4,509	1,096,770
9. Warrants Pending	-	-	-	-	-	-	-	-	-	-	-	-
10. County Tax Sale Certificates	11,557	-	-	-	-	-	-	-	-	-	-	11,557
11. Errors and insolvencies	13,393	-	-	-	-	-	583	-	-	-	-	13,976
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
	86	-	-	-	-	-	-	-	-	-	-	86
15. Total Credits (Lines 5 and 15 Should Balance)	1,066,240	4,947	6,599	1,514	5,479	990	27,722	1,689	-	2,528	4,509	1,122,217

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

INPUT	DATE
Amended	

Dated: 6/20/16 Signature: Mel Mc Tax Collector

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve the Florida Commission for the Transportation Disadvantaged Planning Grant Agreement for FY 2016-2017.

MEETING DATE REQUESTED:

July 5, 2016

Statement of Issue: Board to approve the Transportation Disadvantaged Planning Grant Agreement for FY 2016-2017.

Recommended Action: Approve the Planning Grant Agreement.

Budgeted Expense: The grant award will be for \$19,214. This grant is to be used for the planning and over site of the local transportation disadvantaged program. No match is required. This grants funds a portion of the Grants Department salaries, benefits, and office supplies.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to receive a grant in the amount of \$19,214. This grant has been used for several years to fund a portion of Grants staff salaries, benefits and supplies. This grant is to be used for planning and administrative services only. The grant cannot be used to fund actual transportation costs.

Attachments: Florida Commission for the Transportation Disadvantaged Planning Grant Agreement

SAMAS Approp: 108846	Fund: TDTF	FM/Job No(s) 43202911401
SAMAS Obj.: 7750075	Function: 035	CSFA No. 55.002
Org Code: 55 12 00 00 952	Contract No.: G0C84	Vendor No.: 59-6000879

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED PLANNING GRANT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Taylor County Board of County Commissioners, Post Office Box 620, Perry, Florida 32348, hereinafter called the Grantee.

WITNESSETH:

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

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

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

Provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2016-17 Program Manual for Transportation Disadvantaged Planning Related Services; and as further described in this Agreement and in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter called the Project; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project:

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

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

2.30 Funds of the Agency: The Grantee will provide the necessary funds for the completion of the Project.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the Fiscal Year 2016-17 Planning Grant Program Manual.

3.00 Total Project Cost: The total estimated cost of the Project is \$19,214.00. This amount is based upon the budget summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Article 11.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of \$19,214.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B", whichever is less.

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

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

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

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

5.00 Retainage: Retainage is not applicable.

6.00 Project Budget and Disbursement Schedule:

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

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

7.00 Accounting Records, Audits and Insurance:

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

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

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

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

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

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

7.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department 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. The Grantee shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Grantee a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted 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 C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, 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.

ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, DFS or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, DFS or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

8.00 Requisitions and Payments:

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

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

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

8.13 Financial Consequence: Payment shall not be made to the Grantee unless tasks have been completed and back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2017.

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

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

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

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

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

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

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

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

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

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

9.00 Termination or Suspension of Project:

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

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

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

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

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

12.00 Contracts of the Grantee:

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

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

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

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

13.30 Prohibited Interests:

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

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

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

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

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

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

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

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

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

13.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

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

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

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

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

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

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Not applicable.

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

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

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

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

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

15.00 Plans and Specifications: Not applicable.

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

17.00 Appropriation of Funds:

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

18.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2017. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Article 9.00 of this agreement shall be initiated. For the purpose of this Article, completion of project is defined as the latest date by which all required tasks have been completed, as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2017.

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

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

21.00 Vendors and Subcontractors Rights: Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

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

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

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

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

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

FM/JOB No(s).	43202911401
CONTRACT NO.	G0C84
AGREEMENT	
DATE	

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

**GRANTEE: TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS**

**COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED**

BY: _____

BY: _____

TITLE: _____

TITLE: Executive Director (Commission Designee)

FM/JOB No(s).	43202911401
CONTRACT NO.	G0C84
AGREEMENT	
DATE	

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES:
PLANNING

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

I. PROJECT LOCATION: Taylor County(ies)

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the duties and responsibilities of the Designated Official Planning Agency as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies and the Fiscal Year 2016-17 Planning Grant Program Manual. The project period will begin on the date of this agreement and will end on the date indicated in Article 18.00 hereof. Specific required tasks are as follows:

TASK 1: **Weighted value = 17%**
Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the LCB.

Deliverable: Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30th of the current grant cycle.

TASK 2 A: **Weighted value = 15%**
When necessary and in cooperation with the LCB, solicit and recommend a CTC. The selection will be accomplished, to the maximum extent feasible, through public competitive bidding or proposals in accordance with applicable laws and rules. Such recommendation shall be presented to the Commission by planning agency staff or their designee as needed.

Deliverable:
Planning agency's letter of recommendation and signed resolution.

OR

TASK 2 B:

Provide staff support to the LCB in conducting an annual evaluation of the CTC, including local developed standards as delineated in the adopted TDSP. Assist the Commission in joint reviews of the CTC.

Deliverable:

LCB and planning agency selected CTC evaluation worksheets pursuant to the most recent version of the Commission's CTC Evaluation Workbook.

TASK 3:**Weighted value = 40%**

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

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

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

1. Agendas for LCB meetings. Operator payments should be addressed as a standard agenda item for each LCB meeting, where operators are utilized by the CTC to provide services.
2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.
3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of LCB members.
4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

Deliverable: LCB Meeting agendas; minutes; membership roster; attendance report; copy of public notice of meetings; training notification.

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

Provide at least one public workshop annually by each LCB, and assist the Commission, as requested, in co-sponsoring public workshops. This public workshop must be held separately from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

Deliverable: Public workshop agenda and minutes of related workshop only. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

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

Develop and annually update by-laws for LCB approval.

Deliverable: Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

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

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

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

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

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the Commission.

Deliverable: Cover Page of AOR, signed by CTC representative and LCB Chair.

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

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the Commission no later than September 15th. Complete the AER, using the Commission approved form.

Deliverable: Completed AER in accordance with the most recent Commission's AER instructions.

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

Complete quarterly progress reports addressing planning accomplishments for the local transportation disadvantaged program as well as planning grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

Deliverable: Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by planning agency representative. Electronic signatures are acceptable.

TASK 10:**Weighted value = 4%**

Planning agency staff shall attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings or annual training workshop.

Deliverable: Documentation related to attendance at such event(s); including but not limited to sign in sheets.

III. Special Considerations by Planning Agency:

Not Applicable

IV. Special Considerations by Commission:

Not Applicable

FM/JOB No(s).	43202911401
CONTRACT NO.	G0C84
AGREEMENT	
DATE	

EXHIBIT "B"
PROJECT BUDGET AND CASHFLOW

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

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Fiscal Year 2016-17 Planning Grant Program Manual. For the required services, compensation shall be the total maximum limiting amount of \$19,214.00 for related planning services in Taylor County(ies)

Task 1	17%	\$3,266.38
Task 2	15%	\$2,882.10
Task 3	40%	\$7,685.60
Task 4	4%	\$768.56
Task 5	4%	\$768.56
Task 6	4%	\$768.56
Task 7	4%	\$768.56
Task 8	4%	\$768.56
Task 9	4%	\$768.56
Task 10	4%	\$768.56
TOTAL:	100%	\$19,214.00

II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged State Funds (100%)	<u>\$19,214.00</u>
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Total Project Cost	<u>\$19,214.00</u>
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III. CASH FLOW – Not applicable. Grantee will be paid based on satisfactory performance of each task detailed in Exhibit A.

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 16/17												

FM/JOB No(s).	43202911401
CONTRACT NO.	G0C84
AGREEMENT	
DATE	

EXHIBIT "C" **PLANNING**

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

THE GRANTEE SHALL SUBMIT THE FOLLOWING REQUIRED DOCUMENTS AND CERTIFICATIONS:

DOCUMENTS:

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

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

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

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

FM/JOB No(s).	43202911401
CONTRACT NO.	G0C84
AGREEMENT	
DATE	

EXHIBIT "D"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title: COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD)
PLANNING GRANT PROGRAM
CSFA Number: 55.002
***Award Amount:** \$19,214.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.002 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.002 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to ratify County's Administrator's signature on the Small County Consolidated Solid Waste Management Grant Agreement for FY 2015-2016

MEETING DATE REQUESTED:

July 5, 2016

Statement of Issue: Board to ratify the County Administrator's signature on the Small County Consolidated Grant Agreement for FY 2015-2016

Recommended Action: Ratify the County Administrator's signature on the FY 2015/2016 Grant Agreement

Fiscal Impact: The County was awarded \$90,909 from the DEP Consolidated Solid Waste Management Grant Program with no match required from the County.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County had previously ratified the County Administrator's signature on a Grant Agreement in the amount of \$45,455 as DEP did not release the maximum allowable grant amount to small counties due to an issue between FDEP and the legislature on how the counties should expend and report the grant funds. All funding has been released by FDEP and Taylor County will receive the maximum amount allotted to each county. The County's work plan for expenditures has been approved by FDEP. The County will be expending the funding on the salaries of the recycling employees including a portion of the Solid Waste Department's administrative staff and waste tire disposal.

Attachments: 2015-2016 Small County Consolidated Grant Agreement

**2015-2016 SMALL COUNTY CONSOLIDATED GRANT AGREEMENT
FOR STATE ASSISTANCE UNDER SECTION 403.7095(3), FLORIDA STATUTES**

PART I - GRANT NOTIFICATION INFORMATION

1. Grant Agreement Number: SC629
2. Date of Award: June 6, 2016
3. Grant Title: SMALL COUNTY CONSOLIDATED SOLID WASTE GRANT
4. Grant Period: October 1, 2015 - September 30, 2016, unless completed earlier in accordance with PART II, paragraph 2.
5. Grant Amount: \$ 90,909
6. CSFA # and Project Name: 37.012 - Small County Consolidated Grants
7. Grantee(s): Taylor County

Address: Taylor County Board of County Commissioners
Post Office Box 620
Perry, Florida 32348
8. Grantee Fiscal Year End: September 30, 2016
9. Federal Employer Identification Number: 59-6000879
10. Grantee's Authorized Representative:

Name: Dustin Hinkel
Title: County Administrator
Address: 201 E. Green Street
Perry, Florida 32347
Phone: (850) 838-3553
Email: melody.cox@taylorcountygov.com

If there is a change in the authorized representative during the Grant period, the Grantee must notify the Department in writing and provide appropriate documentation.

11. Grantee's Grant Manager:

Name: Melody Cox
Title: Director of Grants
Address: 108 North Jefferson Street
Perry, Florida 32347
Phone: (850) 838-3553
Email: melody.cox@taylorcountygov.com

Any changes to the contact information shown above must be provided in writing to the Department's Grant Manager identified in paragraph 13.

12. Total county population from official April 1, 2014 population estimates: 22,932.

13. Issuing Office/Department's Grant Manager:

Mr. Henry Garrigo, Grant Manager
Florida Department of Environmental Protection
Waste Reduction Program (MS 4555)
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
(850) 245-8822
Email: Henry.Garrigo@dep.state.fl.us

Any changes to the contact information shown above must be provided in writing to the Grantee's Grant Manager identified in paragraph 11, above.

PART II – GRANT CONDITIONS

1. COMPENSATION:

- A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$90,909 for all eligible direct project costs, upon the completion, submittal and approval of deliverables identified in **Attachment A, Grant Work Plan**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Department of Financial Services Reference Guide for State Expenditures available at <http://www.fldfs.com/aadir/reference%5Fguide>.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single task that are less than 10% of the total approved task budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved task budget amount, or changes that transfer funds from one task to another task, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.

2. PERIOD OF AGREEMENT: This Agreement shall begin upon execution by both parties and shall remain in effect until September 30, 2016, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after October 1, 2015 until funds are fully expended or September 30, 2016, whichever occurs first.

3. NOTICE: All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person, to the individuals identified in PART I, paragraphs 10, 11, and 13. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

4. INVOICING REQUIREMENTS:

- A. The Grantee, using **Attachment B, Payment Request Summary Form**, shall submit reimbursement requests upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. The Grantee may submit invoices no less frequently than quarterly and no more frequently than monthly. Invoices shall be submitted within thirty days following the completion of the invoice period. The Grantee shall submit a final invoice to the Department no later than October 31, 2016, to assure the availability of funds for final payment. An original of the Reimbursement Request Form, with summaries and appropriate contracts attached must be submitted. Reimbursement Request Forms must be signed by the designated authorized representative identified in Part I, Paragraph 10.

- B. As an attachment to the Payment Request Summary Form, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction (check date), voucher number (if available), check number, amount paid, and vendor name and must be broken down by task. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. Authorized travel expenses are included in the amount of this Agreement and no additional travel expenses above those included in the allowable items described in Attachment A will be authorized without written approval from FDEP Grant Manager. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
- C. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion of the invoice period described under Part II, Paragraph 4.A (no more frequently than monthly and no less frequently than quarterly). It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months and the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.
- D. The Grantee shall submit a final Payment Request Package, marking the submittal as the final request pursuant to this Agreement, to the Department no later than October 31, 2016, to assure the availability of funds for final payment. After the Department receives the final Payment Request Package, no additional Requests for Payment will be authorized.
5. **PROOF OF PAYMENT:** In addition to the requirements in the paragraph above, the Department may periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Grant Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. As described in paragraph 6.B below, the Department shall not reimburse the Grantee for indirect, overhead or general and administrative costs (excluding fringe benefits) under this Agreement. All bills for amounts due under this Grant Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and must be in compliance with the laws, rules and regulations applicable to expenditures of state funds. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
6. **EXPENDITURES:**
- A. Allowable costs for reimbursement under this Agreement include:
- i. Solid waste management program operating costs;
 - ii. Purchasing or repairing solid waste scales;
 - iii. Planning;
 - iv. Construction and maintenance of solid waste facilities;
 - v. Recycling and education programs, which may include solid waste management education for employees or the public and recycling demonstration projects;
 - vi. Litter prevention and control; and
 - vii. Waste tire collection and disposal.
- B. Prohibited costs for reimbursement under this Agreement include:

- i. Cell phone expenditures;
 - ii. Indirect, overhead or administrative costs (excluding fringe benefits)
 - iii. Promotional items such as T-shirts and other items promoting the program;
 - iv. Vehicles, unless authorized by this Agreement or an executed amendment to this Agreement;
 - v. Handling fees such as set percent overages associated with purchasing supplies or equipment;
 - vi. Civil or administrative penalties;
 - vii. Attorney fees or court costs; and
 - viii. Any interest in real property.
 - ix. Grantee recognizes that Department is an agency of the State of Florida, which by virtue of its sovereignty is not required to pay any taxes on services or goods purchased under this Agreement. Department does not pay Federal excise or sales taxes on direct purchases of tangible personal property. Department will not pay for any personal property taxes levied on Grantee or for any taxes levied on employee's wages.
- C. Specific costs authorized for this Agreement are identified in **Attachment A**.
- D. For payment to subcontractors the following applies: Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. Additionally, independent of the Grantee's contract obligations to the subcontractor, the Department shall not reimburse any of the charges enumerated in paragraph 6.B above. If such costs are charged by a Contractor, the Grantee shall be responsible for paying them from sources other than this Grant.
- E. For fixed price/rate (vendor) subcontracts, the following provisions shall apply:
- i. The Grantee may award, on a competitive basis, fixed price/rate subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price/rate subcontract.
 - ii. The Grantee may request approval from the Department to award a fixed price/rate subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price/rate negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price/rate amount, the Grantee may proceed in finalizing the fixed price/rate subcontract.
 - iii. All subcontracts are subject to the provisions of this Agreement.

7. **PROHIBITION AGAINST COMMINGLING OF FUNDS:**

- A. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- B. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- C. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

8. **DOCUMENT RETENTION AND AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. The Grantee agrees that it will expeditiously initiate and complete the program work for which assistance has been awarded under this Grant Agreement in accordance with all applicable provisions of Florida Statutes and the Florida Administrative Code. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

9. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.

- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ____ .210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

10. **TERMINATION:**

- A. The Department has the right to terminate a Grant award and demand refund of Grant funds for non-compliance with the terms of the award; Section 403.7095, Florida Statutes; or the Solid Waste Grants, Annual Reports, and Recycling Rule, Chapter 62-716, Florida Administrative Code. Such action may also result in the Department declaring the local government ineligible for further participation in the program until the local government complies with the terms of the Grant award. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

11. **FINANCIAL CONSEQUENCES FOR UNSATISFACTORY PERFORMANCE:** No payment will be made for unsatisfactory deliverables. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

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

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

12. **PERMITS:** The Grantee shall obtain all necessary federal, state and local permits before initiating construction.
13. **ANNUAL APPROPRIATION:** The State of Florida's performance and obligation to pay under this Grant Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.
14. **PUBLIC RECORDS:** This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
15. **PROHIBITION FROM LOBBYING:** Pursuant to Section 216.347, Florida Statutes, the Grantee is prohibited from using Grant funds for the purpose of lobbying the Legislature, the judicial branch, or a State Agency. Further, in accordance with Section 11.062, Florida Statutes, no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.
16. **WORKER'S COMPENSATION INSURANCE:** To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Grant Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Grant Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
17. **LIABILITY INSURANCE:**
 - A. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
 - B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

- C. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carriers.
- D. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**.
18. **INDEMNIFICATION:** Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.
19. **CONFLICT OF INTEREST:** The Grantee covenants that it presently has no interest and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
20. **EQUIPMENT:** Reimbursement for equipment or vehicle purchases costing \$1,000 or more is not authorized under the terms and conditions of this Grant Agreement.
21. **SUBCONTRACTING:**
- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, subject to the limitations established in paragraph 6. above. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915. See the following website for assistance:

http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd

22. **NONDISCRIMINATION:**
- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement. [287.134, Florida Statutes]
 - B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., 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. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
23. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a Grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. [287.133, Florida Statutes]
24. **HEALTH AND SAFETY REQUIREMENTS:** The Grantee shall comply with all applicable federal, state and local rules and regulations in conducting the project funded under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Grant Agreement.
25. **CHANGE ORDERS:** The Department may at any time, by written order designated to be a change order, make any change in the contact information identified in Part I of this Agreement. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
26. **NO ACQUISITION OF REAL PROPERTY:** The acquisition of real property or any interest in real property is not allowed under the terms of this Agreement.
27. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**
- A. Pursuant to Section 255.0991, Florida Statutes, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
 - B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

28. **UNAUTHORIZED EMPLOYMENT:** The employment of unauthorized aliens by any Grantee or its contractors ("subcontractors" under this agreement) is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee or a subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
29. **PHYSICAL ACCESS AND INSPECTION:**
As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:
- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
 - C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
30. **SEVERABILITY:** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
31. **MODIFICATIONS REQUIRED BY LAW:** The Department reserves the right to revise this Agreement to include additional language required by federal agency(ies) or other sources awarding funding to Department in support of this Agreement; or to include changes necessitated by Department rule changes.
32. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.
33. **HEADINGS:** The headings contained herein are for convenience only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.
34. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
35. **ENTIRE AGREEMENT:** This Agreement represents the entire Agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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PART III - OFFER AND ACCEPTANCE

The State of Florida, acting by and through the Department of Environmental Protection, hereby offers assistance to the County of Taylor for all allowable costs incurred up to and not exceeding \$90,909.


THE STATE OF FLORIDA BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Secretary or designee

Date

Print Name and Title

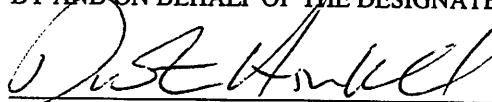
Approved as to form and legality:



DEP Attorney

In accepting this award and any payments made pursuant thereto, (1) the undersigned represents that they are duly authorized to act on behalf of the recipient county, and (2) the Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT COUNTY:



Signature of Authorized Representative
Name
~~Chairman~~, Board of County Commissioners
County Administrator



Date

Please return to:

Department of Environmental Protection
Division of Waste Management - M.S. #4550
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (6 Pages)
Attachment	B	Payment Request Summary Form and Instructions (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)

ATTACHMENT A GRANT WORK PLAN

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

PROJECT AUTHORITY: Taylor County (Grantee) received funding from the Florida Legislature in the amount of \$90,909.00, through Specific Appropriation Line Item No. 1693, Solid Waste Management Trust Fund, Fiscal Year (FY) 2015-2016, General Appropriations Act. The Grantee meets the threshold for a small county (population under 100,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its recycling and waste tire disposal program costs. Authority for this Project is specified in Section 403.7095 Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

PROJECT LOCATION: The recyclable material will be collected from the nine (9) drop-off centers and twenty five (25) business located throughout Taylor County. All collected recyclable materials are brought to a central facility for processing and either bulked or baled and shipped to Newark Recycled Fibers in Tallahassee, Florida for final disposition. Waste tires collected at the central facility must be shipped to the Aucilla Area Waste Regional Landfill located at 1313 SW Greenville Hill's Road, Greenville, Florida 32331.

PROJECT BACKGROUND: The Grantee's Recycling Program provides recycling services for residents and small businesses, located throughout Taylor County. Materials including old newspaper, corrugated cardboard, plastic, aluminum cans and metal (ferrous and non-ferrous) are collected and brought to a central facility for processing. The Recycling Program operates nine (9) drop-off centers and schedules regular cardboard pick-ups from twenty five (25) small businesses located throughout Taylor County. Additionally, as a member county of the Aucilla Area Solid Waste Administration, the Grantee is able to dispose of waste tires at the Aucilla Area Solid Waste Landfill.

PROJECT DESCRIPTION: The Grantee's Department of Environmental Services employs a Recycling Technician, Recycling Secretary, Utilities Mechanic and Heavy Equipment Operating for the administration of its recycling program. Taylor County Residents may bring their eligible recyclable material to the collection sites for drop-off, and small businesses that wish to be added to the cardboard pick-up schedule may call the Grantee's Department of Environmental Services. The Grantee's drop-off center schedule is available here: <http://www.taylorcountygov.com/pdf/env/SummerRolloff.pdf>. The Grantee currently operates a regular cardboard pick-up schedule for twenty five (25) small businesses located throughout Taylor County. Grant funds will be used to fully fund three (3) full time positions and partially fund a fourth full time position for the operation of the recycling program. Additionally grant funds will be used to off-set the costs associated with the Grantee's disposal of waste tires at the Aucilla Area Waste Regional Landfill. The Grantee needs this funding because of its small population and limited funding resources.

TASKS and DELIVERABLES:

Task #1: Recycling Program Operations

Task Description: The Grantee will sort and bale the eligible recyclables that are collected from their nine (9) recycle collection centers and the twenty five (25) small businesses currently participating in their cardboard pick-up schedule. The collected recyclables are transported to a central processing facility, where they are sorted and either bulked or baled, and then shipped to Newark Recycled Fibers in Tallahassee, Florida for final disposition.

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

Deliverable: The Grantee will submit copies of time cards and payroll reports to support the hours worked and proof of payment to employees. Additionally, the Grantee will provide a summary report for the recyclables collected during the quarter, using the Recycling Summary Report, provided by the Department as Exhibit 1 of this Grant Work Plan. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Measure: The Department's Grant Manager will review each deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of required deliverable(s) under this task, the Grantee may proceed with payment request submittal.

Budget: Allowable costs for this task are not to exceed \$79,996.80 for salaries.

Task #2: Waste Tire Disposal

Task Description: Waste tires are collected at the Grantee's Department of Environmental Services, where they are loaded and removed for proper disposal. The Grantee has an existing contract with D.E. Barnes, Inc. of Marianna, Florida to haul and dispose of waste tires at a rate of \$200 per ton. Any waste tires not removed by the Grantee's contractor, are transported by Grantee staff to be disposed of at Aucilla Area Waste Regional Landfill at a rate of \$200 per ton.

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

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

Performance Measure: The Department's Grant Manager will review each deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of required deliverable(s) under this task, the Grantee may proceed with payment request submittal.

Budget: Allowable costs for this task are not to exceed \$10,712.20 for contractual services and \$200 for tipping fees (Miscellaneous).

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

Task No.	Task Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Recycling Program Operations	10/1/2015	9/30/2016	Quarterly, within thirty (30) days of the end of each quarter and prior to each payment request.
2	Waste Tire Disposal	10/1/2015	9/30/2016	Quarterly, within thirty (30) days of the end of each quarter and prior to each payment request.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Salaries	\$79,996.80
	Total for Task:	\$79,996.80
2	Contractual Services	\$10,712.20
	Miscellaneous	\$200.00
	Total for Task	\$10,912.20

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

Category Totals	Grant Funding, Not to Exceed, \$
Salaries Total	\$79,996.80
Contractual Services Total	\$10,712.20
Miscellaneous Total	\$200.00
Total:	\$90,909.00

Salaries by Task:

Task No.	Position Title	Rate/Hour
1	Recycling Technician	\$10.50
	Utilities Mechanic	\$10.50
	Heavy Equipment Operator	\$11.00
	Recycling Secretary	\$12.92

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Exhibit 1 Recycling Summary Report

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

Report No: Click here to enter text.

Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text.

Account No.: Click here to enter text.

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

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

Report No: Click here to enter text.

Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text.

Account No.: Click here to enter text.

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

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

I, Click here to enter text., certify that the information in this report is true and accurate, and that the recycling

(Grantee's Grant Manager)

operations have been completed in accordance with the terms and condition of DEP Agreement No. SC629.

and as described in Attachment A, Grant Work Plan, of the Agreement.

Grantee's Grant Manager Signature:

Date:

Exhibit 2

Tonnage Summary Report

Grantee may submit one (1) report for all disposals completed during the quarter. Complete a claim number for each disposal completed during the quarter. Attach additional pages, if necessary. Include copies of provider invoices and proof of payment for each claim.

Claim No: Click here to enter text.

Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text.

Account No.: Click here to enter text.

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

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Waste Tire	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Waste Tire	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Claim No: Click here to enter text.

Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text.

Account No.: Click here to enter text.

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

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Waste Tire	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Waste Tire	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

I, Click here to enter text., certify that the information in this report is true and accurate, and that the disposal

(Grantee's Grant Manager)

operations have been completed in accordance with the terms and condition of DEP Agreement No. SC629.

and as described in Attachment A, Grant Work Plan, of the Agreement.

Grantee's Grant Manager Signature:

Date:

Written authorization for Payment Request Submittal

Suggested language for Department's Grant Manager to use for Deliverable(s) review and written acceptance (or approval):

{May be sent via e-mail}

[Date]

[To: Grantee's Grant Manager]

[From: Department's Grant Manager]

Subject: Grant No. {Agreement #}; {Project Title} – Deliverable(s) Review

I am in receipt of the {Deliverable Title(s)} dated _____, received on _____ for Task {#} under Grant No. {Agreement #}, have completed my review, and find this/these deliverable(s) acceptable. {Grantee's name} may proceed with payment request submittal for Task {#} costs associated with this/these deliverable(s). This written acceptance should be included with the payment request submittal for these deliverables.

{If you find deficiencies in submitted deliverables}

I am in receipt of the {Deliverable Title(s)} dated _____, received on _____ for Task {#} under Grant No. {Agreement #}, have completed my review, and find the following items that require correction before payment request submittal is allowed for work associated with this/these deliverable(s).

{Describe items requiring correction; bullets or narrative}

Please submit the corrected items to me within {#} days *{revise as needed}*.

ATTACHMENT B **PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: _____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

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

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$	\$	\$	\$
Overhead/Indirect/G&A Costs	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Indirect Cost	\$	\$	\$	\$
Contractual (Subcontractors)	\$	\$	\$	\$
Travel (if authorized)	\$	\$	\$	\$
Equipment Purchases (if authorized)	\$	\$	\$	\$
Rental/Lease of Equipment	\$	\$	\$	\$
Other Expenses	\$	\$	\$	\$
Land (if authorized)	\$	\$	\$	\$
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING IN TASK	\$		\$	

GRANTEE CERTIFICATION

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

Grantee's Certification of Payment Request

I, _____,

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

on behalf of _____, do hereby certify that:

(Print name of Grantee/Recipient)

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

Check all that apply:

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

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

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

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

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

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

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

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

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

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

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

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

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

GRANT EXPENDITURES SUMMARY SECTION:

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

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

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

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

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

NOTES:

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

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

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

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

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

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

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

For contracts between state agencies, and for contracts between universities, alternative documentation may be submitted to substantiate the reimbursement request. This may be in the form of FLAIR reports or other similarly detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	SC629		
Grantee Name:	Taylor County		
Grantee Address:	108 North Jefferson Street, Perry, Florida 32347		
Grantee's Grant Manager:	Melody Cox	Telephone No.:	(850) 838-3553
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. SC629 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. 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 the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year 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 Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$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. 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 provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment 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 Environmental Protection at one of the following addresses:

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

- 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

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

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

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

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EXHIBIT – 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act, Line Item 1693, Solid Waste Management Trust Fund	2015-2016	37.012	Small County Consolidated Grants	\$90,909	140134

Total Award					\$90,909	
--------------------	--	--	--	--	-----------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

TONJA JONES-BLOUNT TO ADDRESS THE BOARD REGARDING A PROGRAM IN TAYLOR COUNTY – DRE'S PATHWAY TO INDEPENDENCE – AND TO REQUEST ASSISTANCE FROM THE BOARD FOR THAT PROGRAM.

MEETING DATE REQUESTED:

JULY 5, 2016

Statement of Issue:

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: TONJA JONES-BLOUNT 850-567-7264

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER AN APPOINTMENT TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB), AS SUBMITTED BY PAT DEW, RECREATION COORDINATOR.

MEETING DATE REQUESTED:

JULY 5, 2016

Statement of Issue: THE DEADLINE FOR APPLICATIONS WAS JUNE 17, 2016. ONE APPLICATION WAS RECEIVED.

Recommended Action: APPROVE THE APPOINTMENT

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: PAT DEW, RECREATION COORDINATOR 850-843-1866

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: APPLICATION FROM ANGELA FRENCH

Taylor County Board of County Commissioners is Accepting Applications for

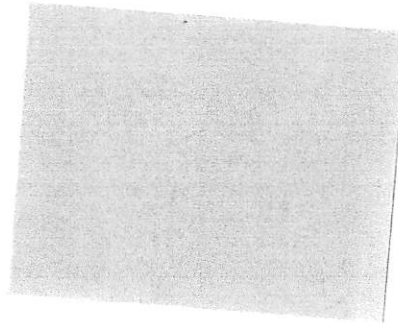
TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB) MEMBER

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 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 17th, 2016 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, 2016.



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

Name: Angela French
Address: 2120 Ellison Gamble Road
Perry, FL 32348
Phone: Home: 295-3431 Work: 584-0241 Fax: 584-7037
Email: angeladfrench80@gmail.com

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

1. Are you 18 years old or older? ☒ Yes ☐ No
2. Are you a resident of Taylor County? ☒ Yes ☐ No
3. Are you a registered voter in Taylor County ? ☒ Yes ☐ No
4. Are you willing to spend up to eight hour per month for meetings and workshops? ☒ Yes ☐ No
5. Are you willing to attend all Board Meetings (emergencies excluded)? ☒ Yes ☐ No

Education:

High School Graduate?

Name of School: Taylor County High School
Address: 900 N. Johnson Striping Rd.
Perry, FL 32347

Post-Secondary Education:

Name of School: _____

Address: _____

Technical Training:

Name of School: Taylor Technical Institute

Address: 3233 S Byron Butler Pkwy
Perry, FL 32348

Certificates or Licenses Held:

Please List: _____

College Courses or Graduate:

Name: Tallahassee Community College
Address: 444 Applewood Dr.
Tallahassee, FL 32304

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 explain:

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

2011 - T-ball coordinator for Pat DeW

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

I have a passion for all sports and would
love the opportunity to make a positive

contribution to the Recreation Department.

9. Have you ever been charged with a misdemeanor or felony in any state or federal court? If yes, please explain in detail: Yes ☒ No

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

② Soccer Brother currently plays soccer for TCHS
and formerly Rec. Dept.

Football

① Baseball son Brayden plays t-ball.

② Softball Played softball since age 8. TCHS varsity softball
captain 2004.

Basketball

Tennis

Users of the Trail

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



State Attorney's Office, space needs

Meeting Date:

July 5, 2016

Statement of Issue: The State Attorney's office is currently housed in the Taylor County

Courthouse. The space allotted to the State Attorney's Office is almost one-third of the Department of

Management Services recommended space for the number of employees.

Recommendation: Lease of Fairpoint building on Drew Street

Fiscal Impact:

\$

Budgeted Expense: Yes ☐ No ☒ N/A ☐

Submitted By:

Jeff Siegmeister, State Attorney

Contact:

Monica Baker, Executive Director, monica.baker@sa3.state.fl.us

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: At the Taylor County Board of Commissioners meeting on January

4, 2016, the Board recommended that the State Attorney and Dustin Hinkle meet to identify

possible building spaces in Perry that could be used for the State Attorney's office. A meeting

was held on January 14, 2016. Various spaces have been evaluated. Most recently, the

Fairpoint building at 115 Drew Street has been discussed. This building is plenty sufficient in

size; has close proximity to the courthouse; is secure; and is virtually move in ready.

Options:

1. _____

2. _____

Attachments:

1. Photos of the Fairpoint building

2. DMS Space Allocation worksheet and documentation of current space in the courthouse



STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

SPACE ALLOCATION WORKSHEET

AGENCY REQUIREMENTS SUMMARY

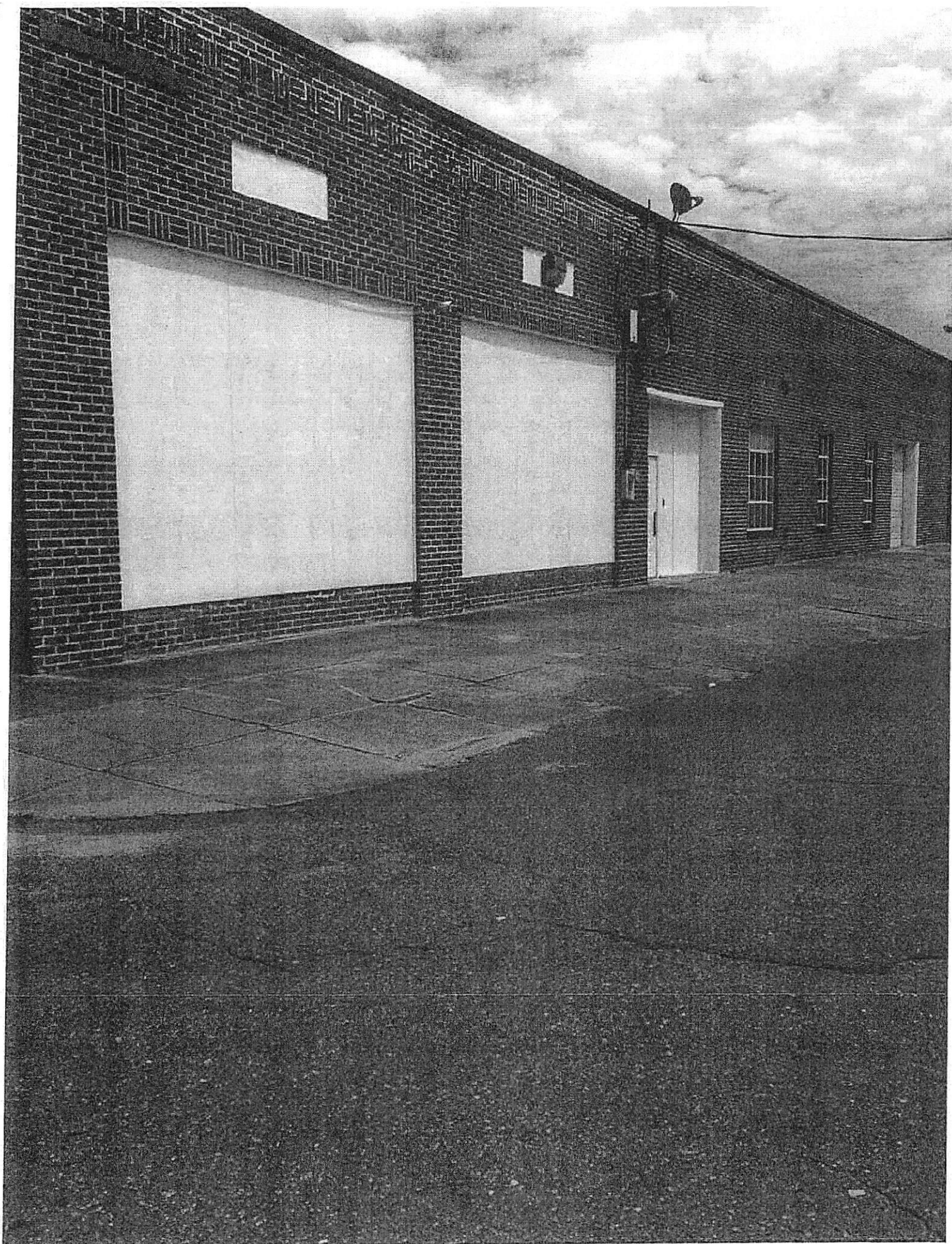
AGENCY INFORMATION										
Agency Name: State Attorney's Office, 3rd Circuit				Contact Person: Monica Baker						
Location: Perry, FL				Telephone: 386-362-2320						
Building: Taylor County				Email: monica.baker@sa3.state.fl.us						
Lease No:				Date: 6/2/16		Revised:				
AGENCY SPACE NEEDS										
					Current Space Needs			Future Space Needs		
Personnel Areas					Typical Size SF	x	No.	= Area	No.	= Area
Type A	Enclosed Office	Executive	225	x			0	0	0	
	window office									
Type B	Enclosed Office	Administrator	150	x			0	0	0	
	window or interior office									
Type C	Enclosed Office	Manager & Professional	100	x	7		700	0	0	
	interior office	Requiring Confidentiality								
Type D	Workstation	Professionals & Supervising Professionals	80	x	1		80	0	0	
Type E	Workstation	ParaProfessional	60	x	3		180	0	0	
				x			0	0	0	
				x			0	0	0	
Total Personnel					11			0		
Total Personnel Area SF							960		0	
Standard Support Areas					Typical Size SF	x	No.	= Area	No.	= Area
General Support										
Reception	1 per Suite or Floor	200	x	1		200	0	0		
LAN Room	1 per Suite or Floor	75	x	1		75	0	0		
Open Files	6 lin.ft./person/12lin.ft./file	9	x	10		90	0	0		
Storage	1 per 40 employees	100	x	1		100	0	0		
Pantry	1 per 60 employees	200	x	1		200	0	0		
Copy	1 per 60 employees	200	x	1		200	0	0		
Conference/Meetings										
Conference Room (10-12 Person)	1 per 80 employees	350	x	1		350	0	0		
Conference Room (6-8 Person)	1 per 40 employees	250	x			0	0	0		
Conference Room (2-4 Person)	1 per 40 employees	100	x	1		100	0	0		
Open Team Work Area	1 per 40 employees	100	x			0	0	0		
Total Support Area SF							1,315		0	
Total Agency Area Requirements										
Net Usable Area (Sum of Personnel and Support Areas)							2,275		0	
Circulation (35% of net usable area)							796		0	
Sub-Total Usable Area SF							3,071		0	
Usable Square Feet/Employee (180 USF/FTE Average Target)							279		0	
Total Special Support Area (From Page 2 Worksheet)							0		0	
Total Useable Area SF							3,071		0	
Total Useable Square Feet/Employee							279			

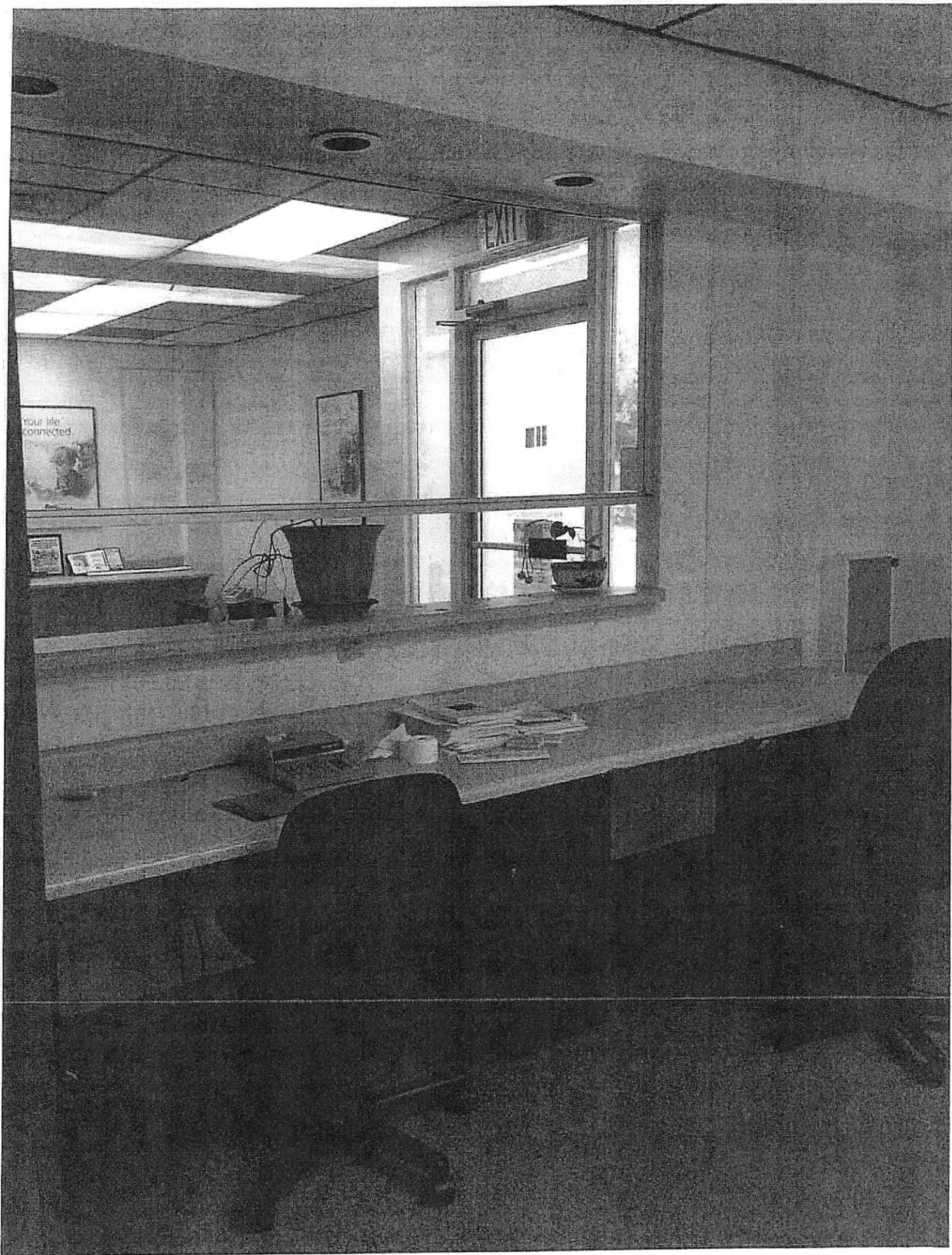
**State Attorney's Office
Perry, FL
Current space in the Taylor County Courthouse**

employee utilizing space	office dimensions	office size in SFT	notes
Supervising attorney	14 ft. X 11 ft. 6 in.	161	Private Office
felony attorney	9 ft. 5 in. X 13 ft. 5 in.	126	Private Office
misdemeanor attorney	11 ft. 5 in. X 8 ft. 5 in.	96	Private Office
Investigator			0 has a typewriter table for a desk in the hallway
receptionist / victim advocate	14 ft. X 11 ft. 6 in.	161	open office
legal assistant 1	14 ft. 5 in. X 9 ft. 8 in.	139	Private Office
legal assistant 2	12 ft. 10 in. X 9 ft. 10 in.	126	Private Office
legal assistant 3	7 ft. 3 in. X 13 ft.	94	Private Office
reception area			0 there is a couch in the hallway for visitors
Copy Room	11 ft. 7 in. X 8 ft. 7 in.	99	
LAN room / supply closet	6 ft. 9 in. X 5 ft.	34	
conference room		0	
storage		0	
file room		0	
Total Available Space		1036	

Fair Point
communications





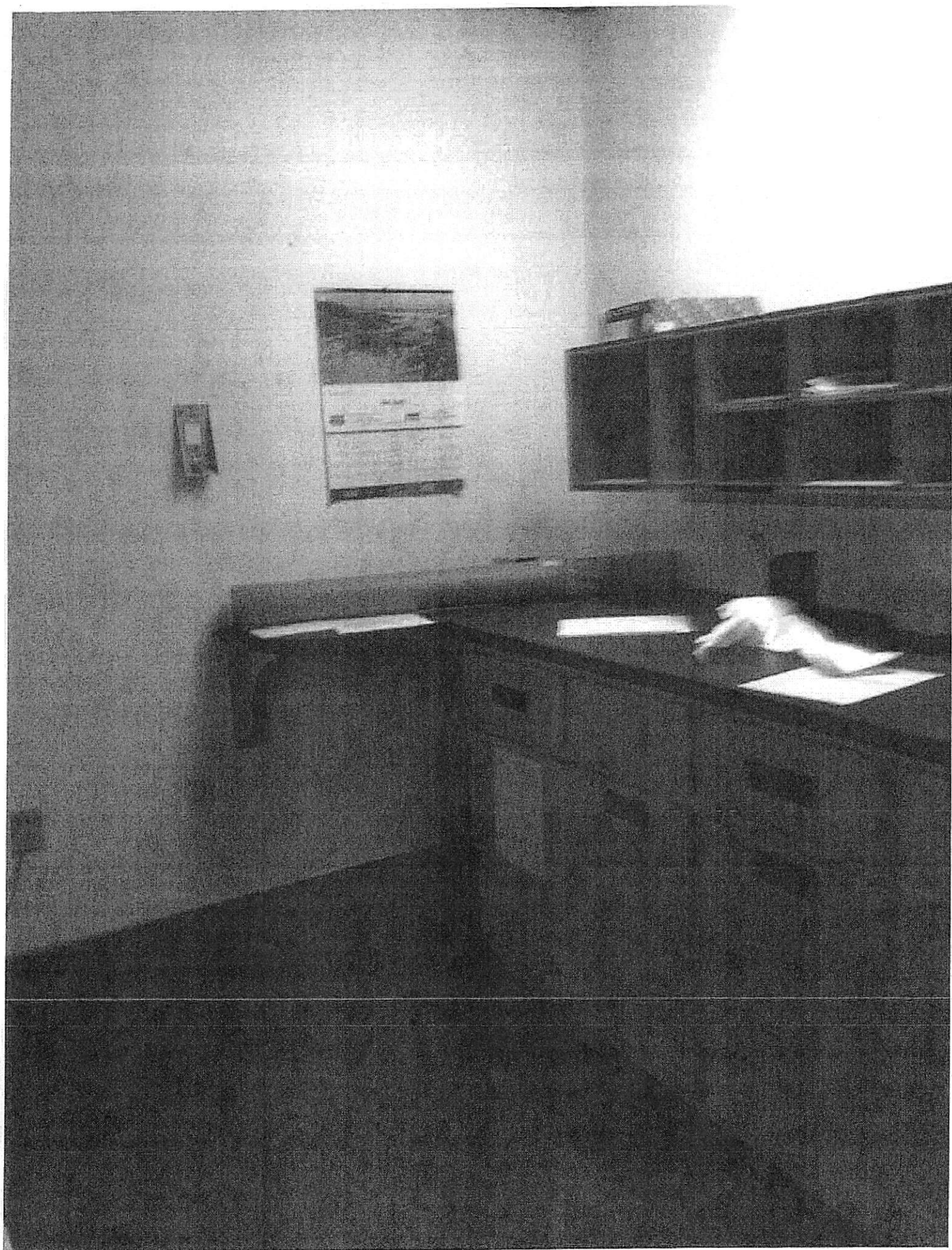


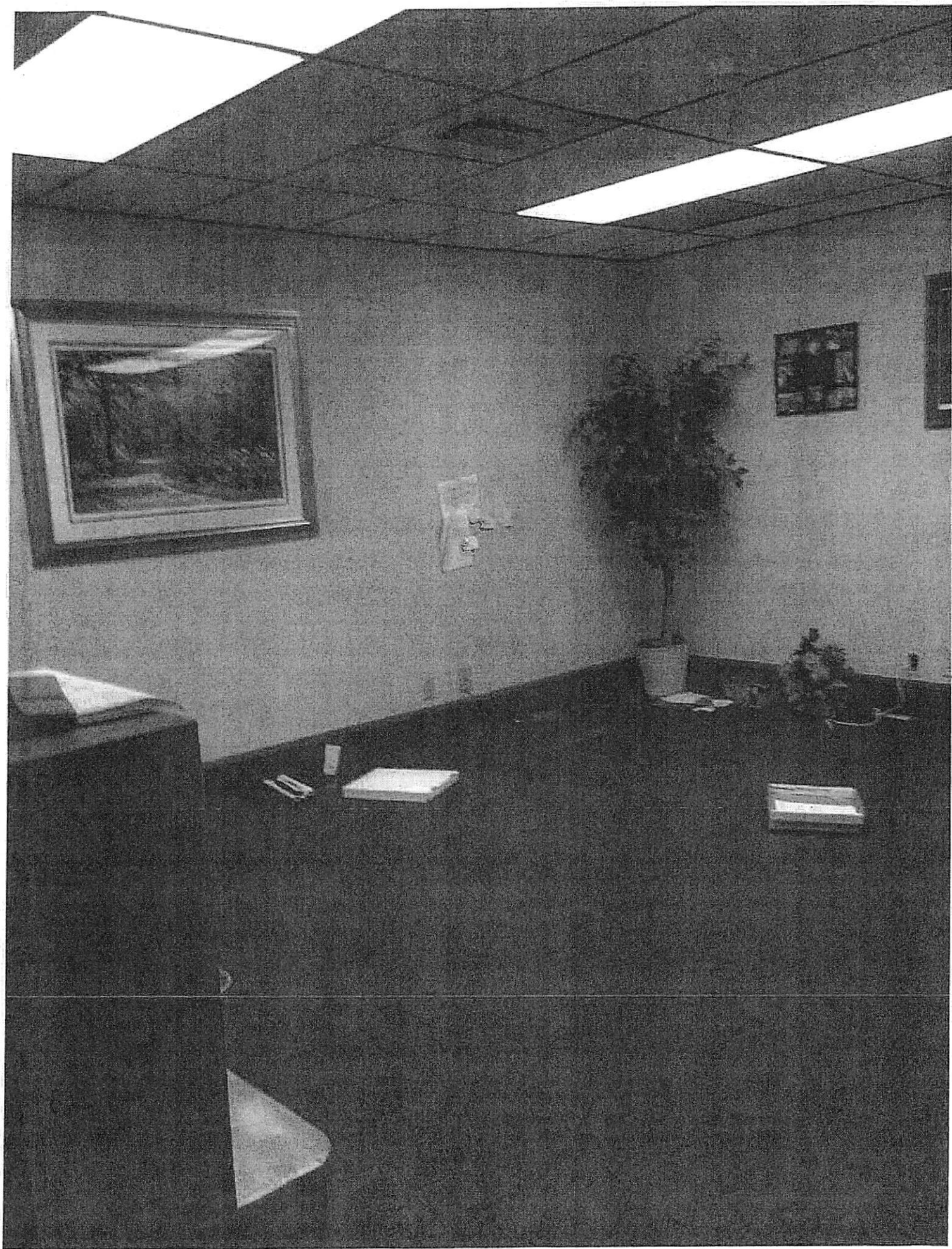


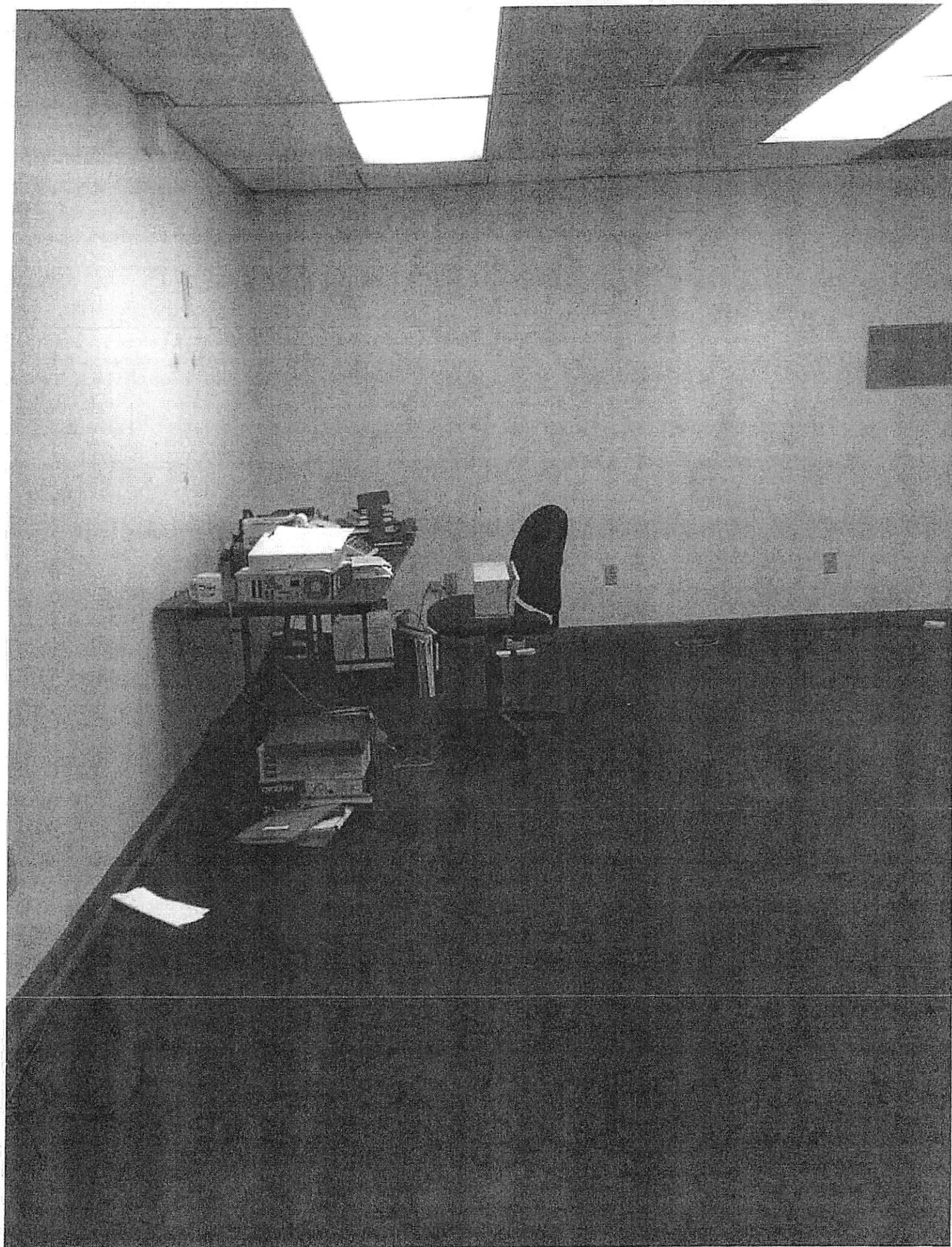
A black and white photograph of a dark, heavy-duty door. The door has a rectangular window in the upper center. Below the window, there are two signs. The first sign is rectangular with a white background and black text. The second sign is also rectangular with a white background and black text, featuring a small icon of a camera at the top left. The door is set into a wall, and the floor is visible at the bottom.

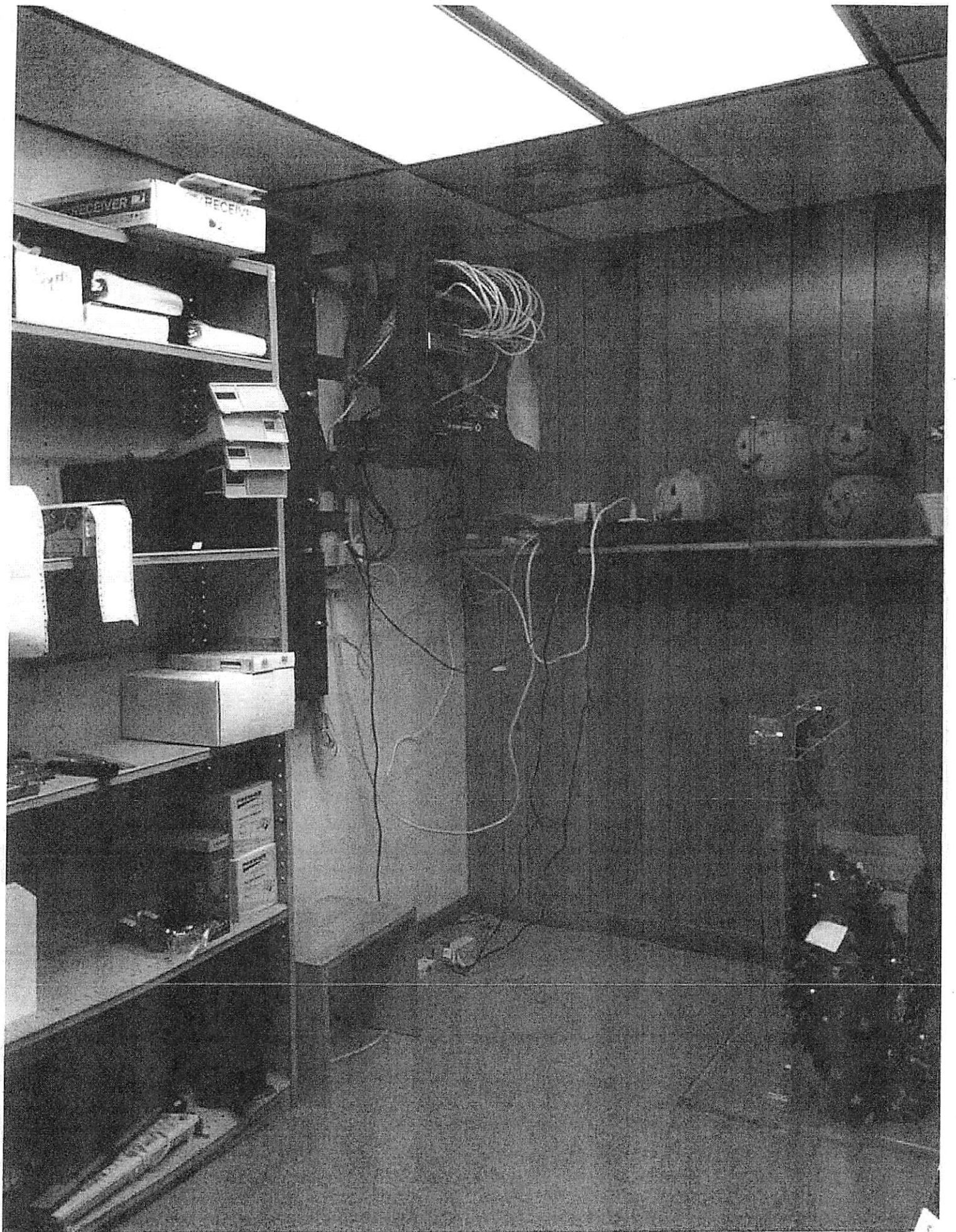
**AUTHORIZED
PERSONNEL
ONLY**

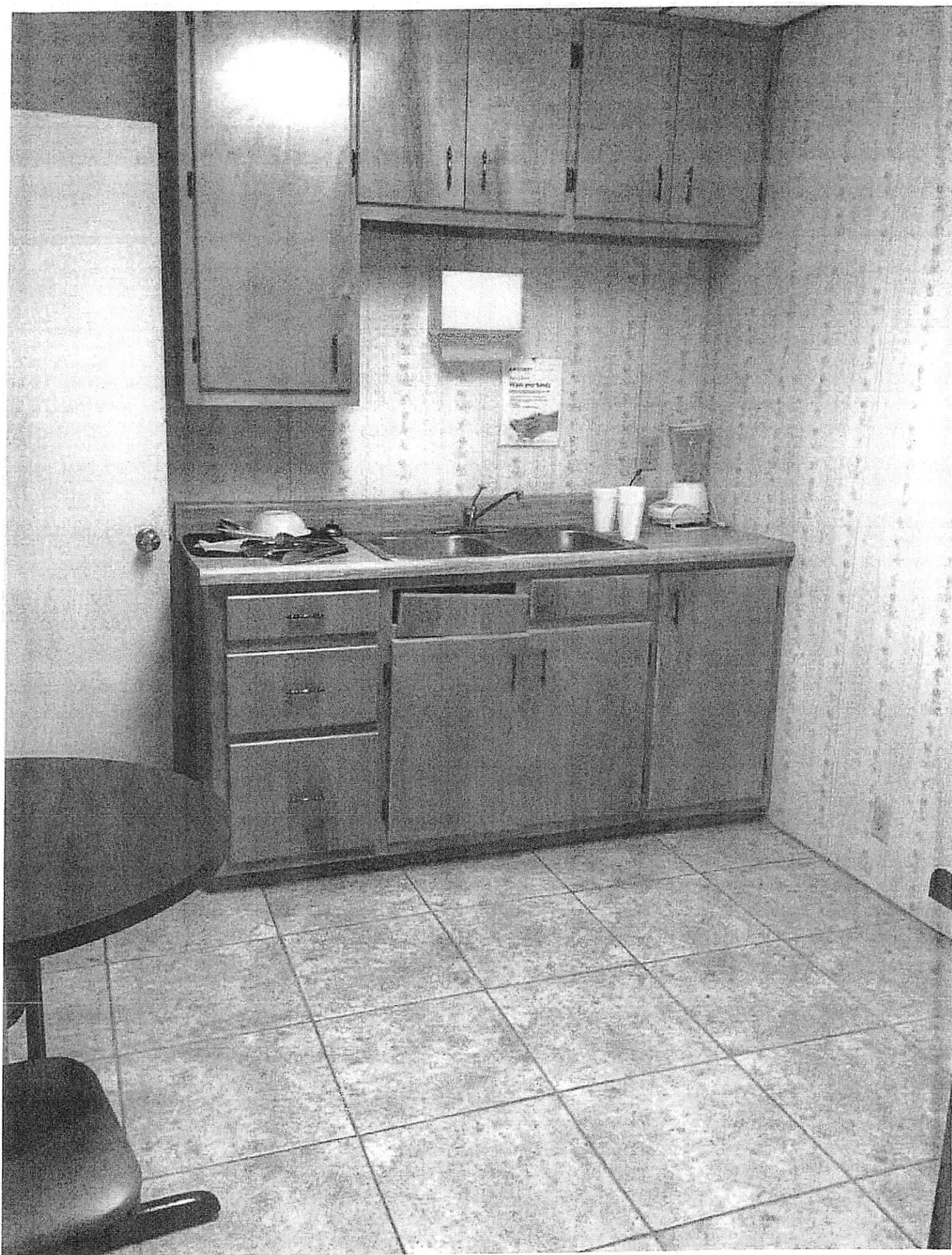

WARNING
ALL ACTIVITIES ARE
RECORDED TO AID IN THE
PROSECUTION OF ANY
CRIME COMMITTED
AGAINST THIS FACILITY











TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO APPROVE A TRANSFER FROM CONTINGENCY TO COVER A HCRA (HEALTH CARE RESPONSIBILITY ACT) CLAIM AND APPROVE PAYMENT TO TALLAHASSEE MEMORIAL HOSPITAL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

JULY 5, 2016

Statement of Issue: THE DETAILS OF THE CLAIM ARE WITHHELD IN COMPLIANCE WITH HIPPA LAWS.

Recommended Action: APPROVE THE TRANSFER/APPROVE PAYMENT OF THE INVOICE

Fiscal Impact: THE COUNTY OWES \$13,568.54. (THE TOTAL INVOICE WAS \$101,670.46.) A FORMULA IS USED TO CALCULATE THE COUNTY'S PORTION.

Budgeted Expense: NO

Submitted By: COUNTY ADMINISTRATOR, 850-838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: NOT ATTACHED DUE TO HIPPA LAWS.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER A REQUEST BY THE TOURISM DEVELOPMENT COUNCIL FOR REIMBURSEMENT FROM THE SINKING FUND FOR AN EXPENDITURE FOR THE 2015 FIDDLER CRAB FESTIVAL.

MEETING DATE REQUESTED:

JULY 5, 2016

Statement of Issue:

THE DEADLINE FOR SUBMITTING A CLAIM FOR REIMBURSEMENT HAS PASSED. BOARD ACTION IS REQUIRED.

Recommended Action:

APPROVE THE REQUEST

Fiscal Impact:

\$3000 FROM THE SINKING FUND

Budgeted Expense:

Submitted By:

COUNTY ADMINISTRATOR, 850-838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

INVOICES AND REQUEST FOR PAYMENT

**Taylor County
Board of County Commissioners
Request For Budget Transfer**

DEPARTMENT NAME: TDC

SIGNATURE OF DEPARTMENT HEAD: *James V. Taylor*

	AMOUNT		ACCOUNT NO.	ACCOUNTS NAME
\$	3,000.00	FROM	59922 Sinking Fund	1310 Account Reserve
		TO	53401-Contratual Services-Steinhatchee Event	1303-Tourist Development
REASON: 2015 Fiddler Crab Festival Allocation				

	AMOUNT		ACCOUNT NO.	ACCOUNTS NAME
\$		FROM		
		TO		
REASON:				

	AMOUNT		ACCOUNT NO.	ACCOUNTS NAME
\$		FROM		
		TO		
REASON:				

THIS REQUEST (APPROVED) (DENIED) BY TAYLOR COUNTY COMMISSIONERS THIS

_____ DAY OF _____,

_____, CHAIRMAN



Invoice Approval Notification

TO: Tammy Taylor, County Finance Director

FROM: Dawn Taylor, TDC Administrator

DATE: 3-2-16

Vendor Name: Steinhatchee River Chamber of Commerce

Vendor Address: PO Box 1008 Steinhatchee, FL 32359

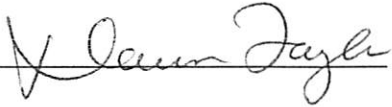
Invoice Amount: \$3,000.00

Charge To: Tourist Development 1303

Account Name: 53401 Contractual Services
Steinhatchee Event (Fiddler Crab)

Invoice Approved By: Tourist Development Council

Date Approved: 3-2-16

Signature: 

Purpose of Expenditure:

Allocated funding from 2015 for the Fiddler Crab Festival as approved by the TDC Board. (See attached minutes)

TAYLOR COUNTY TOURISM DEVELOPMENT COUNCIL

PO Box 892 Perry, FL 32348
Office 850-584-5366 Fax: 850-584-8030

**Steinhatchee River
Chamber of Commerce**

**P.O. Box 1008
Steinhatchee, FL 32359**

INVOICE NO: 0026

DATE: January 13, 2016

To: Accounts Payable
Taylor County Tourism Development Council
428 N. Jefferson St.
Perry, FL 32347

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Allocation for the 20115 Fiddler Crab Festival	\$3,000.00	\$3,000.00

SUBTOTAL	\$3,000.00
----------	------------

SALES TAX	-0-
-----------	-----

SHIPPING & HANDLING	-0-
---------------------	-----

TOTAL DUE	\$3,000.00
------------------	-------------------

Make all checks payable to: Steinhatchee River Chamber of Commerce



Tourism Development Council TDC Board of Directors Meeting January 14, 2016

Call To Order:

On Thursday January 14, 2016 the Tourism Development Council (TDC) Board of Directors meeting was called to order at 12:00 p.m. by Chairman Sandy Beach.

Board of Directors, Liaisons & Guests In Attendance:

Ms. Dawn Taylor, Mr. Aaron Portwood, Mr. Bob Erdman, Ms. Sandy Beach, Mr. Jim Hunt, Ms. Pam Feagle, Mr. Alan Hall and Mr. Mike Deming.

Delegations/Presentations/Request for Funding: None

Consent Items: Minutes/Financial Report:

Minutes: A motion was made by Mr. Jim Hunt to approve the meeting minutes from the last meeting. A second to Mr. Hunt's motion was made by Mr. Mike Deming. The motion passed with 6 board members voting in favor, and one not in favor. Ms. Pam Feagle voted no due to not being able to view the minutes prior to the meeting.

Financial Report: The board reviewed the bed tax revenue report for last month as well as the financial report. A motion was made by Mr. Mike Deming to approve the financial report. A second to Demings' motion was made by Mr. Jim Hunt. The motion passed with 6 board members voting in favor and one not in favor. Ms. Pam Feagle voted no due to not being able to view the financials prior to the meeting.

GENERAL BUSINESS:

NY Time Travel Show: Ms. Taylor reported that the show was very successful and that many leads were obtained with allowing for great exposure for Taylor County and the region. The show was funded with a grant acquired by Original Florida through Visit Florida in the amount of \$150,000 which allows the Original FL Tourism Task Force to attend 17 Travel & Outdoor Shows throughout the year. The show was of no cost to Taylor County.

Forest Capital Hall Renovations: Phase I is complete and we are waiting to hear on the second grant submitted to the Cultural Facilities Department.

Bed Tax Increase: The board briefly discussed the increase in our bed tax for Taylor County. Ms. Taylor is working with Ocala since they just finished this process in their county.

Taylor County Trout Tournament: Tabled until next month.

Agenda Amendment: A motion was made by Mr. Aaron Portwood, amending the agenda to add the Fiddler Crab Festival to the agenda after the Taylor County Trout Tournament. A second to Mr. Portwood's motion was made by Ms. Pam Feagle. The motion passed by acclamation.

Fiddler Crab Festival: Mr. Jim Hunt, on behalf of the Fiddler Crab Festival requested funding that was allocated in the 2014-2015 Fiscal Year Budget for the Fiddler Crab Festival in amount of \$3,000.00 be approved for allocation. It was not obtained due to the misunderstanding that their organization must invoice to receive the funds. Since the Fiscal Year is over, the funds are absorbed in to the reserves account. A motion was made by Mr. Mike Deming to approve re-allocating the funds in the amount of \$3,000.00 to the Fiddler Crab Festival (Steinhatchee River Chamber) from reserves from FY 2014-2015.

Agenda Amendmend: A motion was made by Ms. Pam Feagle to amend the agenda to add the Steinhatchee Map to the agenda after the Fiddler Crab Festival. A second to Ms. Feagle's motion was made by Mr. Mike Deming. The motion passed by acclamation.

Steinhatchee Map: A motion was made by Mr. Mike Deming to approve funding the Steinhatchee map ad that was run in the map several years ago. A second to Mr. Deming's motion was made by Mr. Aaron Portwood. The motion passed by acclamation.

FBA Fun Cook: Mr. Deming and Ms. Taylor were pleased to report that the Florida State BBQ Association, the organization that our annual BBQ Festival is sanctioned through, has decided that since our area has been a favorite among the BBQ circuit that they are going to move their Fun Cook Event, held each year, to Taylor County. The event will be September 3-5 (Labor Day Weekend). This event will surely fill up local motels, hotels and restaurants. Plans are underway to make this a successful event.

Adjournment: The meeting adjourned at 1:00 p.m.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER A REQUEST BY THE TOURISM DEVELOPMENT COUNCIL (TDC) TO TRANSFER \$10,000 FROM TOURISM RESERVES TO PAINT AND PREPARE THE AUDITORIUM IN FOREST CAPITAL HALL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

JULY 5, 2016

Statement of Issue:

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO DISCUSS A NOTICE OF IMMINENT DEMOLITION ISSUED BY THE CITY OF PERRY ON A PROPERTY OWNED BY TAYLOR COUNTY AND TO TAKE ACTION AS DEEMED NECESSARY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

JULY 5, 2016

Statement of Issue:

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:



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

850-584-7161

NOTICE OF IMMINENT DEMOLITION

VIA CERTIFIED US MAIL, 1ST CLASS U.S. MAIL, PROPERTY POSTING, & PUBLIC POSTING AT CITY HALL

Taylor County
PO Box 620
Perry, FL 32348

June 23, 2016

You are hereby notified that the building at **1408 Martin Luther King Avenue** (parcel ending in **05387-000**) has been inspected by the City of Perry and is declared unsafe under the terms of the City of Perry Land Development Regulations, Article Ten, and Hazardous Building Regulations. Notice has previously been served upon you and no action required by that notice has been taken.

- You are hereby notified that if within 20 days of the receipt of this notice you have not contacted the City, AND obtained a legal permit, AND begin immediate and urgent and continuous efforts to abate the hazardous building that the City will begin demolition of this hazardous building.
- If notice is returned unclaimed, then the 20 days will begin 10 days from the date of this notice.

The cost of demolition shall constitute a lien on the property and shall be collected in a manner provided by law. Any court costs, title search cost, attorney fees, and any other costs incurred by the City in the matter may be recovered in the collection of the lien.

DONE THIS 23rd day of June, 2016


Code Enforcement Officer

THIS FOREGOING NOTICE was sent by Certified U.S. Mail, Return Receipt Requested to: Taylor County, PO Box 620, Perry, FL 32348.

On this 23rd day of June, 2016.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



COMMISSIONERS TO CONSIDER APPROVAL OF A CONSTRUCTION & MAINTENANCE AGREEMENT FOR INTERSECTION SAFETY IMPROVEMENTS IN TAYLOR COUNTY AND TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CHAIRPERSON TO ACCEPT SUCH AGREEMENT ON BEHALF OF THE COMMISSION.

MEETING DATE REQUESTED:

July 5, 2016

Statement of Issue:

Board to consider approval of a Construction & Maintenance Agreement with the Florida Department of Transportation (FDOT) to install/construct intersection safety improvements in Taylor County.

Recommended Action: Approve the Construction & Maintenance Agreement with FDOT to install/construct intersection safety improvements and adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2016/17 - \$0.00

Budgeted Expense: N/A

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners received a request from FDOT on June 16, 2016 concerning intersection safety improvements at three locations within Taylor County. (1) Wright Road beginning approximately 500 feet west of US 221 and extending to the US 221 right of way; (2) County Road 30/Foley Road beginning approximately 500 feet west of US 27 and extending to the US 27 right of way; (3) Davis Walker Road beginning approximately 250 feet west of US 19 and extending to the US 19 right of way.

From a discussion with Jeff Scott, FDOT District Safety Engineer, the Federal Highway Administration and FDOT put together a plan to improve the safety of intersections across Florida. As part of that plan, low cost safety countermeasures were determined over 250 stop controlled intersections within FDOT's District 2. The locations were determined based on a minimum crash threshold. The proposed countermeasures were selected based on previous safety research. The FDOT then applied those low cost countermeasures to each of the identified intersections.

So, for example, there is research which suggests double indicating Stop signs and Stop Ahead signs will reduce the potential for crashes. This does not mean there is a deficiency at the particular location just that these measures will reduce the potential for future incidents. The proposed improvements are non-standard treatments and are not going to be required in all areas. In other words, they are just enhancements that are being applied at specific locations.

Therefore, with no financial, project oversight or administrative obligations required, Staff recommends that the Board accept the Construction & Maintenance Agreement with FDOT to install/construct intersection safety improvements at the aforementioned locations. Further, Staff also recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Options:

- 1) Accept and approve the Construction & Maintenance Agreement and adopt a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.

Attachments:

Construction & Maintenance Agreement
Authorizing Signature Resolution



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025-5874

JIM BOXOLD
SECRETARY

June 16, 2016

Mr. Kenneth Dudley
County Engineer
201 East Green Street
Perry, FL 32347

Subject: CONSTRUCTION & MAINTENANCE AGREEMENT
District Two Safety Intersection Implementation Plan
Financial Project ID: 433519-2-52-01
Federal Project No.: 8886-506-A

Dear Mr. Dudley:

Enclosed are two (2) copies of the Construction & Maintenance Agreement for the subject project. Your assistance is requested to secure execution by Taylor County.

In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Your assistance in securing execution as soon as possible is appreciated. Should you have questions or need additional information, please contact Jeff Scott at 1-800-749-2967, Extension 5644.

Sincerely,

Wm. David Cerlanek, P.E.
District Two Program Administration Engineer

WDC:dj
Enclosures

CC: Ms. Cindy Dunkel, P.E., Chiefland Maintenance Engineer
Mr. Jeff Scott, P.E., Project Manager
Ms. Becky Williams, Program Management

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County, Florida ("Agency").

-RECITALS-

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and more particularly described as various local roads, as identified in attached **Exhibit "A"**; and

2. The Department is constructing a transportation safety project via Financial Project Number 433519-2-52-01 ("Project") in order to install numerous and varied safety features ("Safety Features"), a portion of which shall be installed on or within the Property; and

3. The Safety Features shall include, without limitation, all signage and pavement markings installed on or within the Property via the Project;

4. For purposes of this Agreement, the term "Improvement" means and shall collectively refer to the installation of the Safety Features on or within the Property in the following locations: (1) Wright Road beginning approximately 500 feet west of US 221 and extending to the US 221 right of way; (2) County Road 30 ("CR 30")/Foley Road beginning approximately 500 feet west of US 27 and extending to the US 27 right of way; (3) Davis Walker Road beginning approximately 250 feet west of US 19 and extending to the US 19 right of way, all of which is more particularly shown in attached **Exhibit "B"** (**Composites B-1 through B-3**); and

5. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and

6. The Department shall construct the Improvement on the Property; and

7. A date for the commencement of construction of the Improvement has not been established; and

8. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments including, without limitation, any utilities located on or within the Property; and

9. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and

10. By Resolution _____ dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "C"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

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

6. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

9. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

10. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain, and repair the Improvements and Safety Features at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

11. WARRANTIES

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

12. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

13. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

14. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

15. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2015).

16. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention Janet Jones, P.E.
Perry Maintenance Engineer
657 Plantation Road
Perry, Florida 32348

Agency: Taylor County
Attention: Public Works Director
587 East Highway 27
Perry, Florida 32347

17. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

18. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

19. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

20. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

21. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

22. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

24. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

25. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

26. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

27. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

28. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

29. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

30. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

31. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be

included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

32. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

33. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

***INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE***

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of twelve (12) pages.

Florida Department of Transportation

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

Taylor County

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____

Legal Counsel for Agency

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EXHIBIT "A"

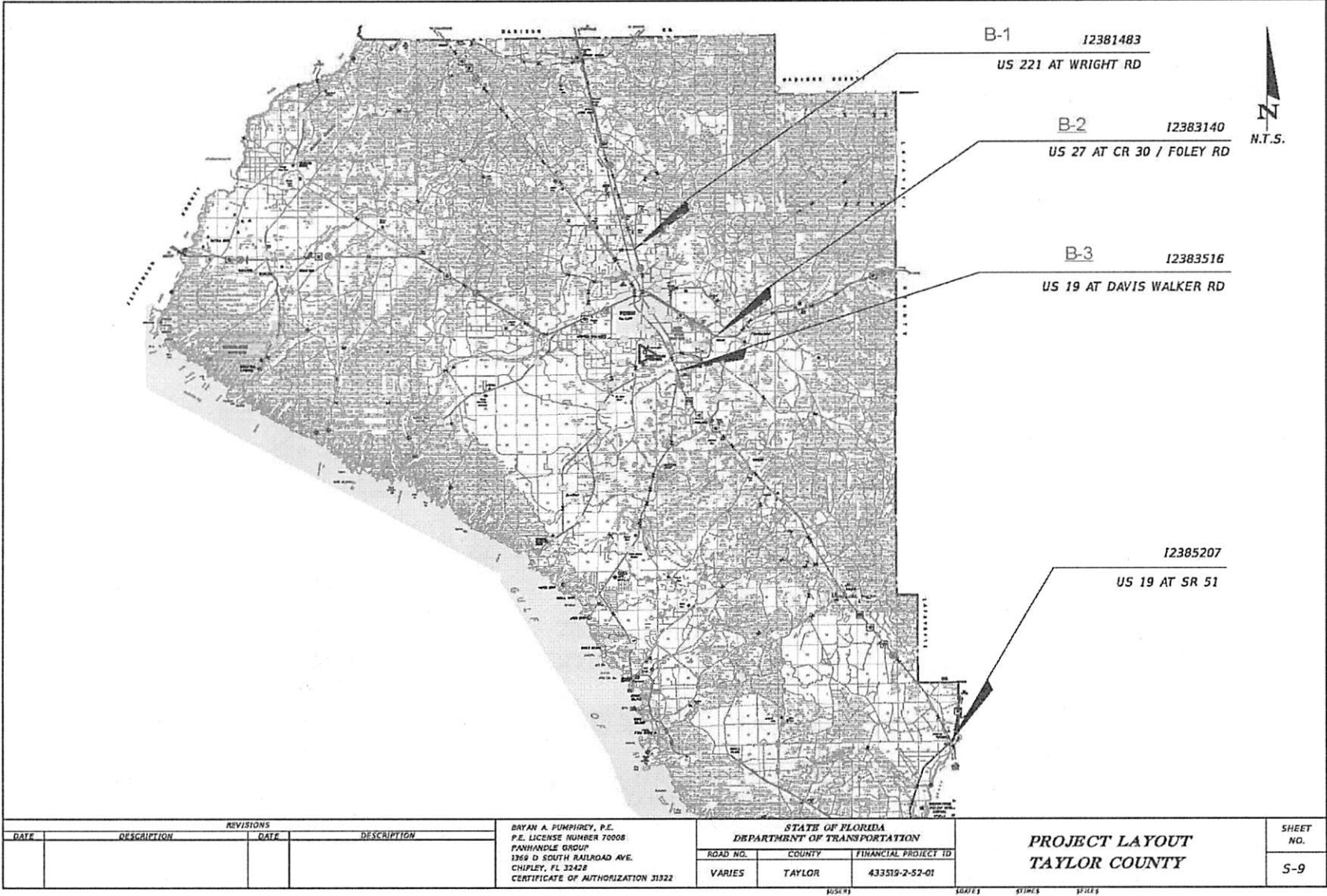


EXHIBIT "B"

COMPOSITE B-1

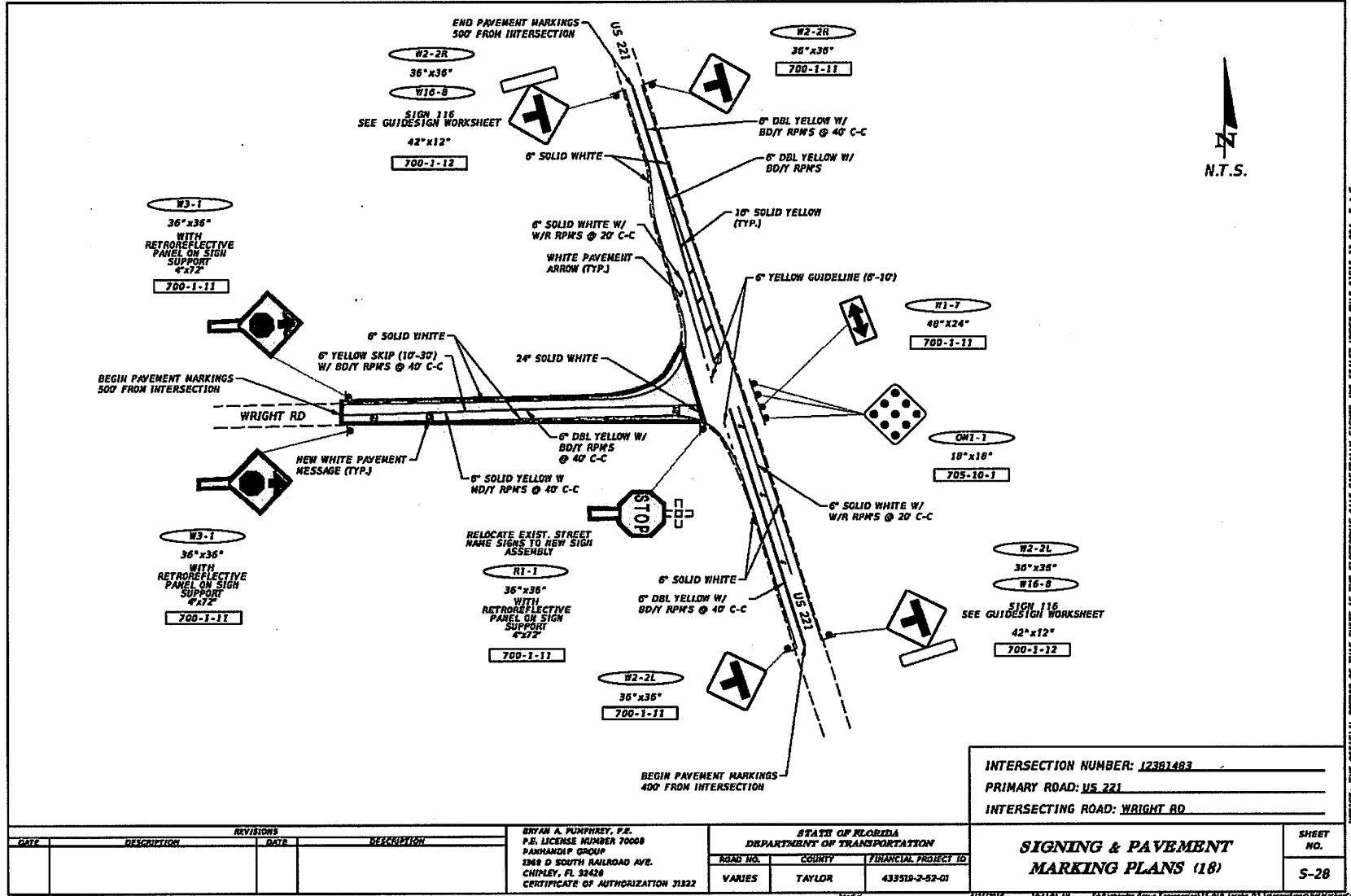


EXHIBIT "B" Cont.
COMPOSITE B-2

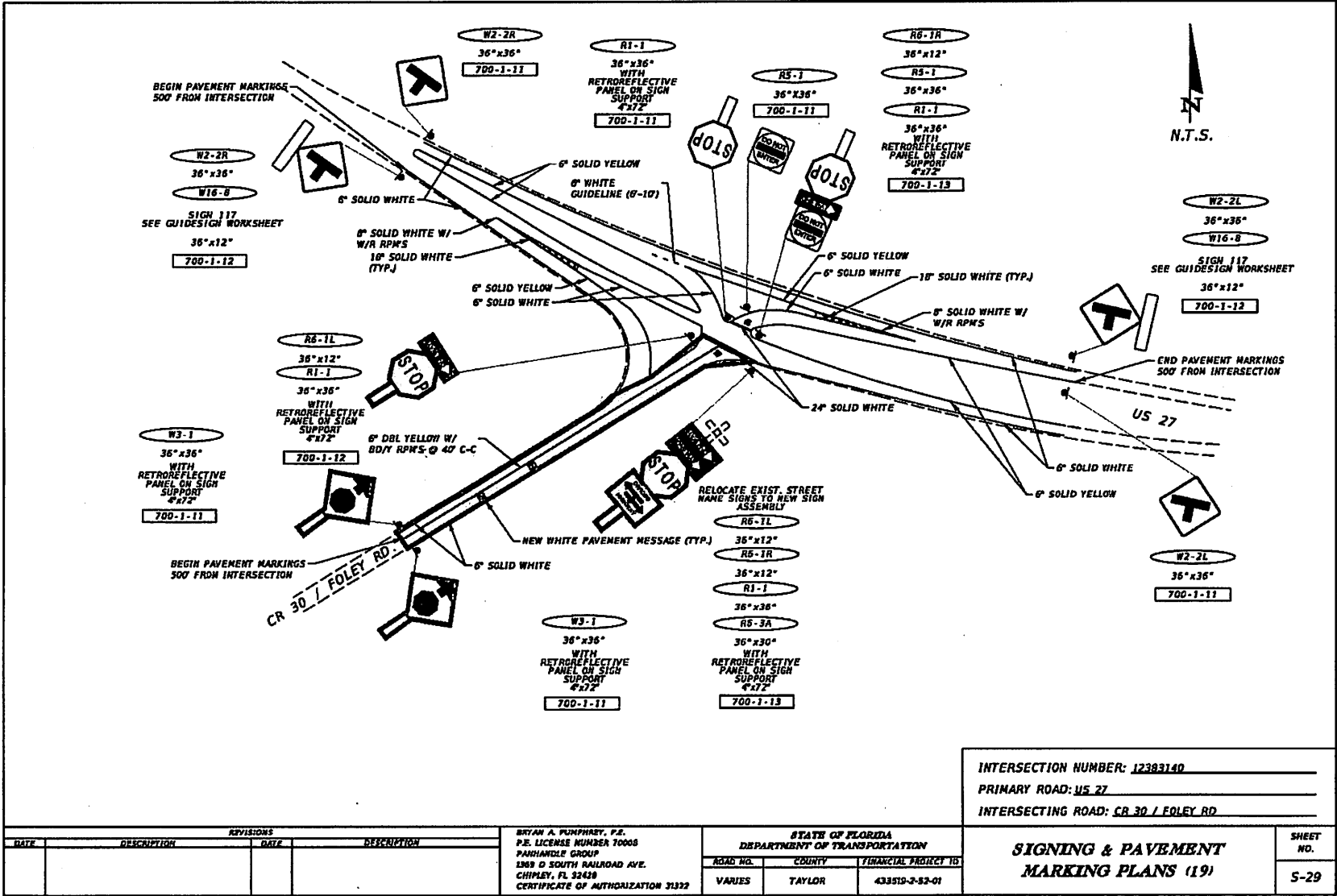


EXHIBIT "B" Cont.
COMPOSITE B-3

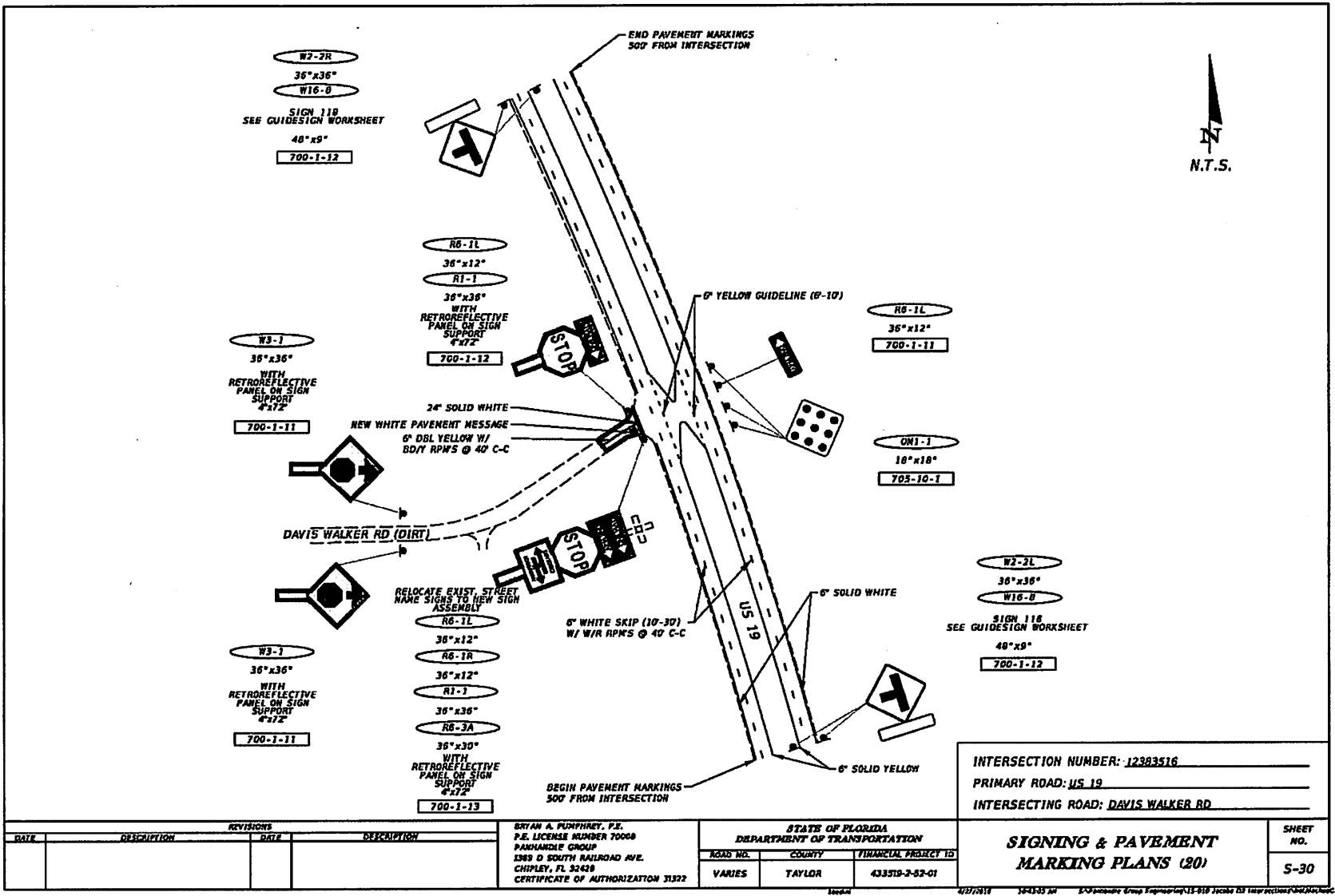


EXHIBIT "C"
(RESOLUTION)

RESOLUTION NO. _____

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Construction & Maintenance Agreement to construct/install safety improvements at three locations within Taylor County;

(1) Wright Road beginning approximately 500 feet west of US 221 and extending to the US 221 right of way;

(2) County Road 30/Foley Road beginning approximately 500 feet west of US 27 and extending to the US 27 right of way; (3) Davis Walker Road beginning approximately 250 feet west of US 19 and extending to the US 19 right of way, and

WHEREAS, the Construction & Maintenance Agreement will have no financial, project oversight or administrative obligations on Taylor County, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute the Construction & Maintenance Agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Intersection Safety Improvement Construction & Maintenance Agreement.

PASSED in regular session this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
JODY DEVANE, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to consider an application for a Mud Bog Special Event at the Pudding Creek Mud Bog site for July 15-17, with attendance expected to be less than 1,000.

MEETING DATE REQUESTED:

July 5, 2016

Statement of Issue: Mud Bog Special Event for 500-999 attendees.

Recommendation: Consider for approval

Fiscal Impact: Potential increase in tourist related purchases

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: An application was submitted to the planning department on 6/21/16 to hold a Mud Bog Special Event from July 15th through July 17th at the Pudding Creek Mud Bog site located at 6519 South Red Padgett Rd. The application states that the expected attendance will be less than 1,000, which, does not require a public hearing pursuant to Section 10-65 of the Code of Ordinances. The checklist included was last updated on Monday, 6-27-16.

Options:

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

Attachments:

1. Copy of application
2. Supporting documents
3. Checklist

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

DUSTIN HINKEL, 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: 6-21-16

APPLICANT NAME: John Knight

MAILING ADDRESS: 6580 Hwy 19 South

PROPERTY OWNER: Eldon Sadler

PROPERTY ADDRESS: 6519 South Red Padgett Rd

PHONE#: 850-371-2525 PARCEL #: 8608-300

PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- | | |
|--------------------------|------------------------|
| 1. <u>LESSIE L CRUCE</u> | 2. <u>JOE BROCK</u> |
| 3. <u>FLOREY POSEY</u> | 4. <u>ELDON SADLER</u> |
| 5. <u>DAN GIMMONS</u> | 6. <u>4 RIVERS</u> |
| 7. <u>ERNEST HOUCK</u> | 8. _____ |

EVENT DATE(S):	START: <u>7-15-16</u>	END: <u>7-17-16</u>
EVENT DATE(S):	START: _____	END: _____
EVENT DATE(S):	START: _____	END: _____
EVENT DATE(S):	START: _____	END: _____

HOURS OF OPERATION: START: 8:00 AM END: 8:00 PM

EXPECTED ATTENDANCE: 500 MAXIMUM ATTENDANCE: LESS THAN 1000

SECURITY PROVIDER: SHERIFFS OFFICE _____ PRIVATE SECURITY ☒

(Attach statement from provider)

SANITARY FACILITIES PROVIDER: Hwy 5 850 933-7564

SOLID WASTE CONTRACTOR: Waste Pro

ADJOINING PROPERTY PROTECTION AGREEMENT

I John Knight ^{LESSEE}_{owner} of the property described as follows:

Address: 10519 South Red Padgett Rd

Section: 21 Township: 05 Range: 08 Parcel#: 00608 - 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 15+16+17 day of July, 2016, 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 22nd day of JUNE, 2016

Munk Kalnoid
WITNESS

Eldon Sadler
OWNERS NAME

Connie R Sweet
WITNESS

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 22nd day of JUNE, 2016.



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 Padgett Rd

Section: 21 Township: 05 Range: 08 Parcel#: 08608 - 320

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 15/16/17 day of July, 20 16

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 21 day of JUNE, 20 16

Mark Kalinowski
WITNESS

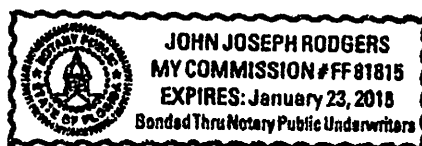
Eldon Sadler
OWNERS NAME

Connie R Sweet
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 21st day of JUNE, 20 16.



John Joseph Rodgers
NOTARY PUBLIC
My Commission Expires:

6-14-16

TAYLOR COUNTY BOARD OF COMMISSIONERS

ATTEN: PERMIT DEPARTMENT

RE: *PUDDIN CREEK MUD BOGG*

LOCATION: S. RED PADGETT ROAD
July 15-17

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)

E-Mail: howdys@howdysrentatoilet.com

Web: howdysrentatoilet.com



International Special Events and Recreation Association, Inc.
P.O. Box 469, Sandy, UT 84091-0469
Phone: 1-800-321-1493 - Fax: 1-800-666-9011
Website: www.insurefun.com
E-mail: isera@insurefun.com

Commercial Liability

\$100,000 Per Person
\$1,000,000 Per Accident

\$2,500 SIR_BI
\$2,500 SIR_PD

Products: ☐ Include ☒ Exclude
Completed Ops: ☐ Include ☒ Exclude
Form Type: ☒ Claims Made ☐ Occurrence

\$2,000,000 Aggregate

Limitations: The Policy provides coverage for only those activities and operations otherwise covered under the Policy as listed below and for which a specific coverage charge has been paid.

Classification and Description of activities and operations	Code No.	Basis of Coverage Charge
Land owned in connection with scheduled operations	45540	Acres
Special Event Liability - Mud Bogs Only	48308	Annual Gross Receipts
Special Event Liability - Mud Bogs Only - Per Event	48308	Number of Units: 2
Additional Insured Endorsement - Scheduled	81212	Number of Units: 1

Loc No. Address

1 6580 Us Highway 19 S Perry, FL 32348

Optional Limits: Limits and charges for non liability coverage would remain the same (Premium does not include fees or taxes).

Option # 2 Per Person : 1,000,000 / Per Accident: 1,000,000 / Aggregate: 2,000,000 Premium: \$15,581.93
Other: / Other: / Other:

Other Coverages Available: (Additional underwriting required and an increase in premium, if accepted)

Limited Terrorism Coverage - see Claims Warranty form.

1 Year retro-active coverage is available for an additional premium of: \$1,204.40. Additional years are available, but require additional underwriting.

SURPLUS LINES DISCLOSURE and ACKNOWLEDGEMENT

At my direction, Evolution Insurance Brokers, LC. has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Named Insured

By

Signature of Named Insured

Printed Name and Title of Person Signing

Name of Excess and Surplus Lines Carrier

Type of Insurance

Effective Date of Coverage

John Knight Pudding Creek
Mudd Boggs
John Knight 6-06-16



GUARDIANS LLC

SECURITY SERVICES, TRAINING & INVESTIGATIONS
LICENSE NUMBERS B1400294 / DS150019 / A1600002

June 21, 2016

Taylor County Board of County Commissioners
Park and Recreation Department
201 East Green Street
Perry, Florida 32347

Re: Confirmation to provide private security

This letter is to serve notice that Guardians LLC, B1400294 / A1600002 / DS150019, is contracted with Pudding Creek Mud Bogg, proprietor John Knight, to provide nine private licensed security officers, armed and unarmed, for internal security for a mud bog event scheduled between July 15, 2016 through July 17, 2016 at 6519 South Red Padgett Rd Perry, Florida 32347.

Timothy Nagy
Associate Director

GUARDIANS LLC
386-935-0873

PER ARGUMENTUM VERITAS

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 Chandler
Print Name

Lessie Chandler
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 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 P.J.

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

Waste pro

PH 850-561-0800

ACCOUNT #
026160

John Knight or
pudding Creek mud Bog

8607-000

8605-000

8612-200

8610-000

8610-225

8610-250

8610-275

8607-500

MUD BOG PROPERTY

TURNER

TURNER RD

8613-000

8609-100

8613-100

8608-300

8609-000

8608-400

8608-350

356
COUNTY

8612-000

8608-100

19

20

21

8635-12

8635-120

8645-102

18

17

10

9

3

8635-117

[illegible]

MUD BOG CHECKLIST

EVENT NAME: PUDDING CREEK (JULY 2016)

NOTES

1.	APPLICANTS NAME	X	
2.	PHYSICAL LOCATION	X	
3.	LEGAL DESCRIPTION	X*	Map included as legal description
4.	WAIVER FROM ADJOINING PROPERTY OWNERS	X*	Unable to contact Foley Timber & Land rep.
5.	DATE & HOURS OF EVENT	X	
6.	MAXIMUM ATTENDANCE	X	
7.	SECURITY STATEMENT	X	
8.	AMBULANCE STATEMENT (DMH-EMS with hospital CEO signature)		
9.	MAP OF PROPERTY	X	
10.	PROPERTY WITHIN 660 FEET OF EVENT	X*	Shown on map
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*	Account number provided
16.	INSURANCE STATEMENT	X	
17.	SANITARY FACILITY PROVIDER STATEMENT	X	
18.	FIRE PROTECTION STATEMENT (signed by Fire Chief)		

COMPLETED BY: W D Griner DATE: 6.27.16
 William D. (Danny) Griner

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO DISCUSS THE POSSIBILITY OF RESCHEDULING THE REGULAR WORKSHOP SCHEDULED FOR JUNE 27 WHICH WAS POSTPONED, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

JULY 5, 2016

Statement of Issue:

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: