

Jefferson County Board of County Commissioners

Thursday, March 21, 2024 at 6:00 pm

REGULAR SESSION AGENDA

Courthouse Annex, 435 W. Walnut Street, Monticello, FL 32344

- 1. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE
- 2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS
 - a. Introduction of new Planning Commissioner
- 3. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS

(3 Minute Limit Please)

- 4. CONSENT AGENDA
 - a. Vouchers

Attachments:

- Comm Reports (Comm_Report_3-21-24.pdf)
- List of Accounts (List of Accounts.pdf)
- Vouchers (List_of_Vouchers_3-21-24.pdf)

5. GENERAL BUSINESS

a. Fuel Tank ITB Award

Attachments:

- 1 Memo (Agenda Item Fuel Tank ITB 2024-03 Award.doc)
- Bid Tab (Fuel Tank 2024-03 Bid Tab.pdf)
- Tyson Construction Agreement (Tyson_Construction_Agreement_for_County_Signat ure.pdf)

b. Impact Fee RFP Award

Attachments:

- 1 Memo (Agenda Item Impact Fee RFP 2024-02 Award.doc)
- **Bid Tab** (Impact_Fee_2024-02_Bid_Tab.pdf)
- **DTA Agreement** (Impact_Fee_Jeff_Co_DTA_Agreement.pdf)

c. Emergency Management Interlocal Agreement

Attachments:

- 1 Memo (Agenda_Item_-_Interlocal_Agreement_Sheriff_Emergency_Management.doc)
- Agreement (EMERGENCY_MANAGEMENT_INTERLOCAL_AGREEMENT.pdf)

d. NFWC Grant Agreement

Attachments:

- 1 Memo (Agenda_Item_-_NFWC_Grant_Agreement.doc)
- Agreement (NFWC_Agreement_1.11.24.pdf)

e. Recission of FRDAP Grant

Attachments:

- 1 Memo (Agenda_Item_-_Recission_of_FRDAP_Grant.doc)
- Agreement (EXECUTED_A2038_Agreement__Jefferson_Co..pdf)
- Budget Worksheet (App_Project_Budget_Detail_A22038.pdf)
- 6. CLERK OF COURTS
- 7. COUNTY ENGINEER
- 8. COUNTY ATTORNEY
- 9. COUNTY MANAGER
- 10. COUNTY COMMISSIONERS
- 11. ADJOURN

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he 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.

PARTICIPATING IN A COUNTY COMMISSION MEETING: A CITIZEN'S GUIDE

The Jefferson County Commission is pleased to have you at our Commission meeting. We appreciate your presence, welcome your participation, and want your visit to be interesting and informative. The following is a brief summary of the Commission's Meeting Rules of Procedure that apply to citizen participation.

See the meeting agenda so that you can follow each item of business the Commission will be discussing.

SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?

If you want to address the Commission about an issue that's not on the agenda, notice there is a place to do this. To reserve a time to speak for up to 3 minutes, please sign a speaker request form usually found near the speaker's rostrum.

The first place to speak is soon after the meeting begins. This time is reserved for citizens who want to make a request or provide input that doesn't require discussion. The spot is frequently used by citizens who don't want to stay for the entire meeting and don't need an immediate response from the Commission.

Citizens may also have a chance to address the Commission about items of interest during the General Business part of the agenda. After the Commissioners have had a chance to discuss a general business item, the Chair usually asks if there are any comments from the audience. Again, if you wish to speak, please limit remarks to no more than 3 minutes.

For the record, always give your name and address before you begin speaking. If you're representing a particular group or organization, state that, too. Always address remarks to the Chair or the Commission as a whole, never to an individual commissioner or the audience. Speakers may speak only once on an issue and may not yield their time to another person.

THE COMMON COURTESY RULE: PLEASE BE BRIEF, RELEVANT, AND ALWAYS CIVIL

Commission meetings can be long. Our Commission works hard to keep meetings moving along in a productive and civil manner. Please plan your remarks so that you can make your point clearly and quickly. Always be courteous and civil.

The Chair may call down speakers (or members of the audience) who violate the Commission's rules of decorum. Here are some "no-no's": personal attacks or threats, booing, heckling, cheering, inappropriate clapping, verbal outbursts, and distracting private conversations during proceedings. Also, signs are okay outside of the meeting room but are not allowed in it.

Commission Meeting Rules of Procedure (available at jeffersoncountyfl.gov) give the Chair control of the meeting, much like a judge controls his courtroom. These same rules also give the Chair a lot of flexibility to use his or her judgment in running an efficient and orderly meeting. So if you think you need help or more time, let the Chair know. If time allows, the Chair will usually grant reasonable requests.

Again, thanks for your interest. We're glad you're here!

NOTE: Except for Common Courtesy rules, slightly different guidelines may apply to public hearings and workshops.

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DEPT	3211	2781
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* END OF REPORT ***

General Fund - Cash Code 01001

- 1947 SCRAP
- 1948 SCOP
- 1949 CIGP
- 2101 BOCC
- 2102 Coordinator
- 2103 County Attorney
- 2104 County Administrative
- 2211 Property Appraiser
- 2212 Tax Deed
- 2320 Clerk
- 2322 Circuit Court
- 2324 County Court
- 2332 State Attorney
- 2333 Public Defender
- 2440 Supervisor of Elections
- 2670 Courthouse
- 2671 Admin Buildings
- 2780 Planning Dept
- 2781 Industrial Development
- 3102 Veterans Affairs
- 3440 Building Dept
- 3990 Medical Examiner
- 4212 Animal Control
- 4216 Mosquito Control-Local
- 4217 Mosquito Control-State
- 6101 Recreation
- 6212 Library-Local
- 6213 Library-State
- 6302 Extension

Fund 11 - Cash Code 08008

4102 Road Dept

Fund 14 - Cash Code 01001

3101 Sheriff

Fund 18 - Cash Code 01001

4102 Capital Projects

Fund 19 - Cash Code 01001

3211 Fire Rescue

Fund 22 - Cash Code 01001

4212 Solid Waste

Fund 23 - Cash Code 01001

2911 E911

Fund 26 - Cash Code 13013

6214 Literacy

Fund 28 - Cash Code 01001

3211 EMS

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 1 TIME 17:53:31 USER NIKKI

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001	G/L C	ASH ACCOUNT-0	11010000			CASH-CHECKII	NG-GEN. FUND		
Advanced Business System	03/21/2024	-	438227	02/22/2024	VR	01032124-105	C#CT254801	15.75	.00
Advanced Business System	03/21/2024	_	438313	02/26/2024	VR	01032124-101	C#CT357401	28.48	.00
Advanced Business System	03/21/2024	_	438325	02/26/2024	VR	01032124-102	C#CT216601	64.27	.00
Advanced Business System		-	438841			19032124-103		8.95	.00
Advanced Business System		-	438841			28032124-104	••	8.96	.00
	СНІ	ECK TO VENDOR=	==>VENDOR	ADVBUSIN A	dvan	nced Business	Systems TOTALS	126.41	.00
Amazon Business	03/21/2024	_	CF3RRMG0	02/25/2024	VR	01032124-086	ABC TAB DIVIDERS	9.75	.00
Amazon Business	03/21/2024						SOLAR ECLIPSE GLASSES	249.09	.00
Amazon Business	03/21/2024						BOOK CLUB BOOKS	160.56	.00
Amazon Business	03/21/2024						OFFICE SUPPLIES	101.78	.00
Amazon Business	03/21/2024						RESERVATION DISPLAY TABLE		.00
Amazon Business	03/21/2024					01032124-027		15.99	.00
Amazon Business	03/21/2024						VALENTINES PROGRAM SUPPLY		.00
Amazon Business							PUBLIC SCAN & FAX DESKTOF		
	03/21/2024								.00
Amazon Business	03/21/2024					01032124-029		21.55	.00
Amazon Business	03/21/2024						PORABLE PROJECTOR	279.98	.00
Amazon Business	03/21/2024						OFFICE SUPPLIES	64.16	.00
Amazon Business	03/21/2024						AROMATHERAPY PRGM SUPPLY	204.87	.00
Amazon Business	03/21/2024					01032124-032		418.00	.00
Amazon Business	03/21/2024						BUSINESS PRIME RENEWAL	499.00	.00
Amazon Business	03/21/2024						CHILDRENS PRGM TREASR BOX		.00
Amazon Business	03/21/2024	-	15YGLLC9	02/02/2024	۷R	01032124-022	MONITOR DISPLAY	146.98	.00
Amazon Business	03/21/2024	-	94RH1RT4	02/21/2024	VR	01032124-087	MOUSE PADS	15.98	.00
	CHE	CK TO VENDOR=	=>VENDOR	AMAZONBU An	nazo	n Business	TOTALS	4014.94	.00
Apalachee Center	03/21/2024	-	682404	02/29/2024	VR (01032124-109	1/24 CRISIS STABLZTN UNIT	-	
								3269.99	.00
Apalachee Center	03/21/2024	-	682404	02/29/2024	VR (01032124-110	1/24 DETOX UNIT	976.67	.00
	CHE	CK TO VENDOR=	=>VENDOR	APAMENHE Ap	oalad	chee Center	TOTALS	4246.66	.00
Avenu Insights & Analyti	03/21/2024	_	VR051628	02/26/2024	VD I	01032124-141	2/2024 PACE HOSTING		
Avena insignes a maryer	00/21/2021		10001020	02/20/2024	VIC (01002124-141		2463.00	.00
								2400.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	AVENU AV	/enu	Insights & A	nalytic TOTALS	2463.00	.00
B & B Sporting Goods	03/21/2024		249012	02/13/2024	VR (01032124-017	SOCCER SHIRTS		
								1785.00	.00
	A 115								
	CHE	CK TO VENDOR=	=>VENDOR	B&BSPORT B	& B	Sporting Good	ds TOTALS	1785.00	.00
Beall Tire Company	03/21/2024	-	1138202	02/28/2024	VR 2	22032124-155	2X 385 STEER TIRES		
								1000.02	.00
	CHE	CK TO VENDOR=	=>VENDOR	BEALL Be	all	Tire Company	TOTALS	1000.02	.00
						, ,			
Beggs Funeral Home	03/21/2024	- (012624BR	01/26/2024	VR (01032124-106 (G FERNANDEZ BODY REMOVAL	400.00	.00

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTI	ON DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Beggs Funeral Home Beggs Funeral Home	03/21/2024 03/21/2024	· -			4 VR 01032124-1 4 VR 01032124-1			400.00 800.00	.00
	CHI	ECK TO VENDOR:	==>VENDOR	BEGGS E	Beggs Funeral H	lome	TOTALS	1600.00	.00
BIG BEND TRANSIT, INC	03/21/2024	-	24148	03/06/2024	VR 01032124-2	15 FFB 2024	RIDERSHIP		
						20 (20 202)		12812.50	.00
	CHE	ECK TO VENDOR=	==>VENDOR	BIGBENDT B	IG BEND TRANSI	T, INC	TOTALS	12812.50	.00
Big Bend Tire Big Bend Tire	03/21/2024 03/21/2024				VR 28032124-2 VR 28032124-2		RAKES LABOR	110.00	.00
								1481.58	.00
Big Bend Tire	03/21/2024	-	16070329	01/30/2024	VR 28032124-2	10 OIL CHANG	E 3-4	160.00	.00
Big Bend Tire	03/21/2024				VR 22032124-1			170.00	.00
Big Bend Tire	03/21/2024				VR 22032124-1			170.00	.00
Big Bend Tire	03/21/2024	-	16070551	02/13/2024	VR 22032124-2	00 TIRE TUBE	ZERO TURN	23.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	BIGBENTI B	ig Bend Tire		TOTALS	2114.58	.00
Big Bend-Eubanks Termite	03/21/2024	-	258132	02/28/2024	VR 01032124-0	57 ∆#12663 II	_OYD WOMENS CLU	B 35 00	.00
Big Bend-Eubanks Termite							NNEX TERMITE IN		.00
Big Bend-Eubanks Termite							_DG/PLAN TRM IN		.00
	CHE	CK TO VENDOR=	=>VENDOD	RIGRTEDM R	ig Bend-Eubanks	Tanmita	TOTALS	F60 00	0.0
		CK TO VENDOR-	-> VENDON	DIGOTERN D	rg benu-Eubanks	s remitte	TUTALS	560.00	.00
Div of Hotels&Restaurant		-			VR 01032124-08			50.00	.00
Div of Hotels&Restaurant		- ,	2255156	06/30/2022	VR 01032124-08	33 2022 ELEVA	ATOR LICENSE RN	W 75.00	.00
Div of Hotels&Restaurant	03/21/2024	- ;	2355156	06/30/2023	VR 01032124-08	34 2023 ELEV <i>A</i>	ATOR LICENSE RN	W 75.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	BUREAU Di	iv of Hotelsℜ	estaurants	TOTALS	200.00	.00
CenturyLink	03/21/2024	- (0324JC0F	02/16/2024	VR 01032124-12	7 A#31204220	17	574.45	.00
CenturyLink	03/21/2024				VR 01032124-12			83.35	.00
CenturyLink	03/21/2024				VR 01032124-12			83.36	.00
CenturyLink	03/21/2024				VR 01032124-13			235.75	.00
CenturyLink	03/21/2024				VR 01032124-13			332.24	.00
CenturyLink	03/21/2024				VR 01032124-13		•	261.97	.00
CenturyLink	03/21/2024				VR 01032124-13			133.65	.00
CenturyLink	03/21/2024				VR 22032124-13			72.49	.00
CenturyLink	03/21/2024				VR 01032124-12			177.73	.00
	CHEC	CK TO VENDOR==	>VENDOR	CENTLINK Ce	nturyLink		TOTALS	1954.99	.00
Cintac	00/01/0004	_	4505405	00.407.407.5	ND 000000	0 = 110 =			
	03/21/2024						UNIFORM RENTAL		.00
Cintas	03/21/2024	- 8	5300/02	U3/05/2024	VK 22032124-19	/ P#20833644	UNIFORM RENTAL	. 120.59	.00
	CHEC	CK TO VENDOR==	>VENDOR (CINTAS Ci	ntas		TOTALS	227.00	.00
City of Monticello	03/21/2024	- 0	1240009 (02/23/2024	VR 01032124-11	6 A#00010009		403.80	.00
	03/21/2024				VR 01032124-02			54.63	.00
	03/21/2024				VR 19032124-12			100.33	.00
									.00

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS N AMOUNT	DISC/WITH AMOUNT
City of Monticello	03/21/2024	-	01240131	2 02/22/2024	l VD	28032124-125	A#000E0122	100 22	00
City of Monticello	03/21/2024	-				19032124-123		100.33	.00
City of Monticello	03/21/2024	<u>-</u>						12.27	.00
City of Monticello	03/21/2024					28032124-124		12.27	.00
City of Monticello		-				01032124-120		30.24	.00
City of Monticello	03/21/2024	-				01032124-117		99.45	.00
•	03/21/2024	-					A#00050204 MAIN YARD	19.69	.00
City of Monticello	03/21/2024	-					A#00050206 OFFICE	36.79	.00
City of Monticello	03/21/2024	-				01032124-118		57.48	.00
City of Monticello	03/21/2024	-				01032124-119		51.68	.00
City of Monticello	03/21/2024	-	01240409	02/23/2024	VR	01032124-121	A#00010409	173.21	.00
	CHE	ECK TO VENDOR	==>VENDOR	CITYMONT C	ity	of Monticell	o TOTALS	1152.17	.00
Crystal Clear Auto Glass	03/21/2024	-	8886	03/05/2024	VR :	28032124-211	3-6 WINDSHIELD REPAIR	600.00	.00
	CHE	CK TO VENDOR	==>VENDOR	CRYSTCLE C	ryst	al Clear Auto	o Glass TOTALS	600.00	.00
DEMCO	03/21/2024	-	7413658	12/19/2023	VR (01032124-054	BOOK TRUCK		
								1065.26	.00
DEMCO	03/21/2024	-	7431304	02/01/2024	VR (01032124-053	BOOKSHELF DIVIDERS	207.59	.00
	CHE	CK TO VENDOR=	==>VENDOR	DEMCO DE	EMCO		TOTALS	1272.85	.00
Duke Energy	03/21/2024	-	0124E0A1	02/19/2024	VR (01032124-112	A#930000007581/1187	63.74	.00
Duke Energy	03/21/2024						A#930000007581/6708	218.87	.00
Duke Energy	03/21/2024						A#930000007581/6826	41.52	.00
Duke Energy	03/21/2024	_	0124HSHS	02/22/2024	VR (01032124-114	A#910085448693	30.79	.00
Duke Energy	03/21/2024						A#930000014879/0730	36.85	.00
Duke Energy	03/21/2024						A#930000014879/4992	61.80	.00
Duke Energy	03/21/2024						A#930000014879/6394	109.00	.00
Duke Energy	03/21/2024						A#930000014879/2144	82.42	.00
Duke Energy	03/21/2024						A#930000014879/2056	94.35	.00
Duke Energy	03/21/2024						A#930000014879/1171	30.79	.00
Duke Energy	03/21/2024						A#930000014879/6493	127.69	.00
Duke Energy	03/21/2024						A#930000014879/7139	383.31	.00
Duke Energy	03/21/2024						A#910085450043	54.10	.00
5 5	00/21/2021		OZZ-MON	OLI EJI LOLA	VIC U	1002124-115	M#210002430043	54.10	.00
	CHEC	CK TO VENDOR=	=>VENDOR	DUKE Du	ke E	nergy	TOTALS	1335.23	.00
ECB PUBLISHING INC	03/21/2024	-	28855	02/28/2024	VR 0	1032124-020	TEACHER OF YEAR AD	42.00	.00
	CHEC	CK TO VENDOR=	=>VENDOR	ECBPUB EC	B PU	BLISHING INC	TOTALS	42.00	.00
ELI ROBERTS & SONS	03/21/2024	-	75784	02/25/2024	VR 2	2032124-183	DIESEL R10	93.64	.00
	CHEC	CK TO VENDOR=	=>VENDOR	ELIROB EL	I RO	BERTS & SONS	TOTALS	93.64	.00
	03/21/2024	- ;	240401JB	03/06/2024	VR 0	1032124-088	4/24 JANITORIAL SAO	948.00	.00
Ricardo Fadell	03/21/2024	- 2	240401JB	03/06/2024	VR 0	1032124-089	4/24 JANITORIAL PUB DEFN		.00
Ricardo Fadell	03/21/2024						4/24 JANITORIAL COURTHOU		
								1195.00	.00
Ricardo Fadell	03/21/2024	- 2	240401JB	03/06/2024	VR 0:	1032124-091	1/24 JANITORIAL PROP APP		.00

REPORT DATE	03/12/2024
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\/ENDOD	DUE	DUDOUACE	T111107.05	D. 10						
VENDOR NAME	DUE	PURCHASE	INVOICE	DUE		VOUCHER			TRANS	DISC/WITH
NAME.	DATE	ORDER NUMBER	NUMBER	DATE	PΕ	NUMBER	TRANSACTION DESC	RIPTION	AMOUNT	AMOUNT
Ricardo Fadell	03/21/2024	_	240401.1R	. 03/06/2024	VR	01032124_003	2 4/24 JANITORIAL	TAV COLL	752 00	
Ricardo Fadell	03/21/2024	_					3 4/24 JANITORIAL			.00
Ricardo Fadell	03/21/2024	_					4/24 JANITORIAL /			.00
Ricardo Fadell	03/21/2024								563.30	.00
Ricardo Fadell							4/24 JANITORIAL I			.00
Micai do Faderi	03/21/2024	-	240401JB	03/06/2024	٧K	01032124-096	4/24 JANITORIAL H			0.0
Ricardo Fadell	03/21/2024	-	240401.1B	03/06/2024	V/D	01022124 007	4/24 JANITORIAL F		1725.00	.00
Ricardo Fadell	03/21/2024						4/24 JANITORIAL E			.00
Ricardo Fadell	03/21/2024	_					4/24 JANITORIAL E 4/24 JANITORIAL E		200.00	.00
au au raacri	00/21/2024		24040100	00/00/2024	VIX	01032124-099	4/24 JANITURIAL L		1300.00	00
Ricardo Fadell	03/21/2024	-	240401.1R	03/06/2024	VD	01032124 100	4/24 JANITOR DOOF			.00
	00/21/2021		21040100	007 007 2024	VIX	01032124-100	4724 DANTION DOOR	A DENUTES	123.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	FADELLRI Ri	car	do Fadell	TOTALS		8753.13	.00
							1017120		0,00.10	.00
GREAT AMERICA FINANCIAL	03/21/2024	-	35800155	01/26/2024	۷R	01032124-137	A#0071868373000		216.00	.00
GREAT AMERICA FINANCIAL	03/21/2024	-	35874482	02/05/2024	VR	01032124-135	A#0201841366000		139.00	.00
GREAT AMERICA FINANCIAL	03/21/2024						A#0201868367000		172.00	.00
GREAT AMERICA FINANCIAL	03/21/2024						A#0201897530000		163.00	.00
GREAT AMERICA FINANCIAL	03/21/2024						A#0201868373000		172.00	.00
GREAT AMERICA FINANCIAL	03/21/2024						A#0201841366000		139.00	
	00/11/101		00007000	00/04/2024	VIX	01002124-100	A#0201041300000		139.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	GAFS GR	EAT	AMERICA FINA	ANCIAL TOTALS		1001.00	.00
GCLMONTICELLO	03/21/2024	_	151294	02/05/2024	VP	01032124-007	DDIII		100 61	00
GCLMONTICELLO	03/21/2024						BLEACH & TOOLS		409.64	.00
GCLMONTICELLO	03/21/2024					01032124-008			65.94	.00
GCLMONTICELLO	03/21/2024							~	2.82	.00
GCLMONTICELLO	03/21/2024						PROPANE & CLEANERS	5	63.83	.00
GCLMONTICELLO	03/21/2024					01032124-011			12.00	.00
GCLMONTICELLO						01032124-012			55.71	.00
GCLMONTICELLO	03/21/2024						CLEANING SUPPLIES		40.25	.00
GOLIMONTICELLO	03/21/2024	- 4	12116	03/05/2024	VR .	19032124-151	BATTERIES FOR SCBA	A PAKS	207.85	.00
	CHE	CK TO VENDOR==	=>VENDOR	GCLMONTI GCI	LMON	NTICELLO	TOTALS		858.04	.00
										.00
TUCKER GRIMSLEY	03/21/2024	- (30524TG	03/05/2024 \	VR 2	28032124-213	3/5 TRANS TO GAINE	SVILLE	260.00	.00
	CHEC	CK TO VENDOR==	>VENDOR (GRIMSTUC TUC	CKEF	R GRIMSLEY	TOTALS		260.00	.00
Ingram Library Services	03/21/2024	7	יחסבחסבס :	10/10/0000	ın c	11000104 050	DOOMO			
Ingram Library Services	03/21/2024					1302124-052			280.74	.00
Ingram Library Services						1302124-051			15.02	.00
ingi dili Erbi di y Sel Vices	03/21/2024	- /	9359259 .	12/12/2023 V	/R U	1302124-050	BOOKS			
Ingram Library Services	02/21/2024	7	0400150 1	10/15/0000	· 0 0	1000101 010		2	092.25	. 00
Ingram Library Services	03/21/2024					1302124-049			27.96	.00
	03/21/2024					1302124-048			165.89	.00
Ingram Library Services						1302124-047			88.55	.00
Ingram Library Services	03/21/2024	- 8	0153513 ()1/26/2024 V	'R 0	1302124-046	300KS			
Ingnam Library Carri	00/01/000							10	607.40	.00
	03/21/2024					1032124-045 (17.99	.00
	03/21/2024					1032124-044 8			37.99	.00
Ingram Library Services	03/21/2024	- 8	0304737 0)2/05/2024 V	R 0	1032124-043 E	300KS			
Turner 1911 19								10	057.83	.00
Ingram Library Services	03/21/2024	- 8	0304738 0	2/05/2024 V	R 0	1032124-042 E	300KS		L44.77	.00

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACTI	ON DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
								on beooner from	71100111	74100111
Ingram Library Services						01032124-041			13.34	.00
Ingram Library Services						01032124-040			192.59	.00
Ingram Library Services		-				01032124-039			88.62	.00
Ingram Library Services	03/21/2024	-	80727841	02/28/202	24 VR	01032124-038	B00KS		120.45	.00
	CHE	ECK TO VENDOR=	==>VENDOR	INGRAM	Ingra	m Library Sem	rvices	TOTALS	5951.39	.00
Jefferson Community Wate	03/21/2024	-	01241800	01/31/202	24 VR	01032124-079	A#0201800	HALL PARK	38.50	.00
Jefferson Community Wate	03/21/2024	-	01242000	02/26/202	24 VR	01032124-081	A#0212000	9941 S SALT RD	38.50	.00
Jefferson Community Wate		-	02240500	02/29/202	24 VR	22032124-174	A#0320500	WACISSA	46.20	.00
Jefferson Community Wate	9 03/21/2024					01032124-080			38.50	.00
Jefferson Community Wate	03/21/2024					22032124-176			38.50	.00
Jefferson Community Wate						22032124-175			38.93	.00
	QUIE.	- OV TO VENDOR							•	
	CHE	CK TO VENDOR=	=>VENDOR	JEFFCOMM	Jeffe	rson Communit	y Water	TOTALS	239.13	.00
Jones Welding & Industri	03/21/2024	-	00680151	02/29/202	24 VR 2	28032124-207	CYLINDER F	RENTAL	528.11	.00
Jones Welding & Industri	03/21/2024		47933			28032124-206			146.18	.00
	CHE	CV TO VENDOD	- VENDOD	JONEOUEL	-					
	CHE	CK TO VENDOR=	=>VENDUR	JUNESWEL :	Jones	Welding & In	dustria	TOTALS	674.29	.00
KAY PARK RECREATION	03/21/2024	-	200977	02/15/2024	4 VR (01032124-064	REC PARK E	LEACHERS		
									3393.00	.00
	0115	OV TO MENDOD	MENDOD							
	CHE	CK TO VENDOR=	=>VENDOR	KAYPARK I	KAY PA	ARK RECREATIO	N	TOTALS	3393.00	.00
Keaton Tire Repair	03/21/2024	-	116590	02/28/2024	4 VR 2	22032124-152	R15 TIRE R	EPAIR	275.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	KEATONTI k	Keator	Tire Repair		TOTALS	275.00	.00
CenturyLink	03/21/2024	_ ;	76597184	02/16/2024	4 VR O	1032124-005 /	Δ#91487806		431.70	.00
• • •	V V L L V L V L V	•	70057101	027107202-	7 110	1002124-000 /	¬₩Э1 4 07000		431.70	.00
	CHE	CK TO VENDOR==	=>VENDOR	LUMEN (Centur	yLink		TOTALS	431.70	.00
McClellan Five, LLC	03/21/2024	- ()4540	02/23/2024	1 VR 2	2032124-153 (S1 HYD TAN	K HOSE OIL CHNG	<i>11</i> 7 07	.00
	00/21/2021	`	71010	02/20/202	T VIX 2	2002124 155 (AT HID IMM	N HOSE OIL CHING	447.07	.00
	CHEC	CK TO VENDOR==	=>VENDOR	MCCLELLA M	1cCle1	lan Five, LLO)	TOTALS	447.07	.00
Mobile Communications	03/21/2024	~ 7	70047072	N3 /N1 /2N2 <i>/</i>	1 VD 2	2032124-182 F	TIEET ODS		214 25	00
1100 110 00	007 217 2024	,	004/0/2	03/01/2024	† VI\ Z	ZUJZ1Z4-10Z F	LECT GPS		314.25	.00
	CHEC	CK TO VENDOR==	>VENDOR	MOBILECO M	1obile	Communication	ons -	ΓΟΤΑLS	314.25	.00
Monticelle Communet In-	00/01/0004	•								
Monticello Carquest Inc.						1032124-016 F			5.64	.00
Monticello Carquest Inc.								MOTOR BOLTS R10	3.16	.00
Monticello Carquest Inc.						2032124-192 (103.23	.00
Monticello Carquest Inc.								JLK FITTING R10		.00
Monticello Carquest Inc.						1032124-014 C			58.25	.00
Monticello Carquest Inc.						1032124-015 C			86.34	.00
Monticello Carquest Inc.						2032124-193 T			155.88	.00
Monticello Carquest Inc.						2032124-189 M			309.99	.00
Monticello Carquest Inc.	03/21/2024	- 3	8297827 (02/28/2024	VR 19	9032124-150 S	PARK PLUG	B1 SKID	3.08	.00

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSAC	TION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
	СН	ECK TO VENDOR	:==>VENDOF	R MONTCARQ I	Monticello Ca	arquest Inc.	TOTALS	869.89	.00
Monticello Milling Co.	03/21/2024	-	14097	02/29/202	4 VR 01032124	1-056 DOG FEE	D FOR KENNELS	152.00	.00
	СНЕ	ECK TO VENDOR	==>VENDOF	R MONTIMIL I	Monticello Mi	lling Co.	TOTALS	152.00	.00
MOON METAL WORKS LLC	03/21/2024	-	01125	02/22/2024	4 VR 01032124	-055 REPAIR (DOG BOX AC TRUCK	450.00	.00
	CHE	ECK TO VENDOR	==>VENDOR	MOONMETA N	MOON METAL WO	RKS LLC	TOTALS	450.00	.00
Mowrey Elevator Co. of F Mowrey Elevator Co. of F		-	894954 897811				IRE SERVC SWITCH ELEVATOR SERVICE	500.00 217.70	.00
	СНЕ	CK TO VENDOR:	>VENDOR	MOWREYEL N	Mowrey Elevat	or Co. of FL	TOTALS	717.70	.00
Nabors Giblin & Nickerso Nabors Giblin & Nickerso					VR 01032124 VR 01032124		COPLEXUS HOMESTEAD BARN	180.00	.00
								5559.77	.00
	CHE	CK TO VENDOR=	==>VENDOR	NABORSGI N	labors Giblin	& Nickerson	TOTALS	5739.77	.00
Nextran Truck Centers	03/21/2024	-	R06430	02/27/2024	VR 22032124	-159 FL1 FORK	S PACKER WIRING	2068.98	.00
Nextran Truck Centers	03/21/2024	-	21W4646	08/25/2023	VR 22032124	-156 FL1 SENS	ORS PM SRV		
Nextran Truck Centers	03/21/2024	-	21W5793	09/28/2023	VR 22032124	-157 FL1 SENS	ORS WIRES CAM	7670.84	.00
Nextran Truck Centers	03/21/2024	-	21W6110	11/30/2023	VR 22032124-	-158 FL1 CAM	PROX SWITCH PACK	1970.30 R	.00
								3285.69	.00
	CHE	CK TO VENDOR=	=>VENDOR	NEXTRAN N	extran Truck	Centers	TOTALS :	14995.81	.00
ODP BUSINESS SOLUTIONS,L	03/21/2024	-	29920553	02/29/2024	VR 01032124-	004 SUPPLIES		54.72	.00
	CHEC	CK TO VENDOR=	=>VENDOR	ODPBUSIN O	DP BUSINESS S	OLUTIONS.LL	TOTALS	54.72	.00
O'Reilly Automotive, Inc					VR 19032124-			10.49	.00
O'Reilly Automotive, Inc					VR 28032124-			68.76	.00
O'Reilly Automotive, Inc							S MC#1 MC#2 MC#3		.00
O'Reilly Automotive, Inc O'Reilly Automotive, Inc							ARM/FREON MC#2	319.04	. 00
o kerriy Automotive, Inc	03/21/2024	- ,	/5204064	03/06/2024	VR 01032124-	061 INV CREDI	IT/CORE CHRG RTN	-85.08	.00
	CHEC	CK TO VENDOR=	=>VENDOR	OREILLY O	Reilly Autom	otive, Inc.	TOTALS	1021.54	.00
Precision Sharping &	03/21/2024	- (30709	01/26/2024	VR 01032124-	019 NEW PADLO	OCKS	179.94	.00
	CHEC	CK TO VENDOR==	=>VENDOR	PRECISIO Pr	recision Shar	ping &	TOTALS	179.94	.00
	03/21/2024	- 1	163535	02/22/2024	VR 22032124-	179 SANITIZIN	IG SPRAY	201.13	.00
and the second s	03/21/2024	- 1					JS LEMON SOLVENT	489.18	.00
Pro Chem, Inc.	03/21/2024	- 1	163726	02/26/2024	VR 22032124-	181 TRUCK WAS	SH SOAP	185.47	.00

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DE	TRA SCRIPTION AMOU	
	CHI	ECK TO VENDOR	==>VENDOR	PRO-CHEM	Pro Chem, Inc.	TOTA	LS 875.	78 .00
Jefferson Co. Road Dept.	03/21/2024	-	0224EMS	03/01/202	4 VR 28032124-203	3 2/24 FLEET FUE	L EMS 3893.	56 .00
Jefferson Co. Road Dept.	03/21/2024	-	0224FIRE	03/01/202	4 VR 19032124-201	l 2/24 FLEET FUE		
Jefferson Co. Road Dept.	03/21/2024	-	0224.1CBD	03/06/202	4 VR 01032124-003	2 2/2024 ELEET EL		
Jefferson Co. Road Dept.					4 VR 01032124-008			
Jefferson Co. Road Dept.					4 VR 22032124-000		-	
Jefferson Co. Road Dept.	03/21/2024	-	0224WVFD	03/01/202	4 VR 19032124-202	? 2/24 FLEET FUEL	7880. WACISSA 103.	
	CHE	ECK TO VENDOR=	=>VENDOR	RDDEPT	Jefferson Co. Roa	d Dept. TOTAL	.S 13511.	98 .00
Redwire	03/21/2024	-	522866	02/25/202	4 VR 01032124-144	C#W1M1414 ANNE	MONITORNG 311.	04 .00
	CHE	CK TO VENDOR=	=>VENDOR	REDWIRE	Redwire	TOTAL	S 311.	04 .00
Right Way Welding & Fabr			03268		4 VR 22032124-188			.00
Right Way Welding & Fabr	03/21/2024	-	3283	03/06/2024	4 VR 01032124-018	4 GATES FOR BAL	LFIELD 330.	.00
	CHE	CK TO VENDOR=	=>VENDOR	RIGHTWEL A	Right Way Welding	& Fabri TOTAL	S 410.0	.00
Ring Power Corporation* Ring Power Corporation*					4 VR 22032124-187		603.0	
King Power Corporation					4 VR 22032124-186		361.0	.00
	CHE	CK TO VENDOR=	=>VENDOR	RINGPOWC F	Ring Power Corpor	ation* TOTAL	S 964.0	.00
Keith Roddenberry	03/21/2024	-	885585	03/03/2024	VR 01032124-082	LAWN SERVICE	50.0	.00
	CHE	CK TO VENDOR=	=>VENDOR	RODDENBE K	Geith Roddenberry	TOTAL	S 50.0	.00
SGA SPAY & NEUTER CLINIC					VR 01032124-057			
SGA SPAY & NEUTER CLINIC	03/21/2024	- ;	2147986	02/28/2024	VR 01032124-058	1 MALE CAT NEUT	ER 5.0	.00
	CHE	CK TO VENDOR=	=>VENDOR	SGASPAY S	GA SPAY & NEUTER	CLINIC TOTAL:	15.0	.00
Sonitrol of Tallahassee Sonitrol of Tallahassee					VR 01032124-145 VR 14032124-149			.00
	00, 21, 2021		221371	007 007 2024	W 14002124-143	C#RIN001937 313	6727.7	.00
	CHEC	CK TO VENDOR==	>VENDOR	SONITROL S	onitrol of Tallah	nassee TOTALS	6831.7	.00
State Attorney's Office	03/21/2024	- ()2FY24IT	02/26/2024	VR 01032124-001	1-3/2024 IT SAL	\RY	
							2750.0	.00
	CHEC	CK TO VENDOR==	>VENDOR	STATTYOF S	tate Attorney's (office TOTALS	2750.0	0 .00
STATE ATTORNEY'S OFFICE	03/21/2024	- 5	5261-3	02/26/2024	VR 01032124-002	BOMS/STAC/PORTAL	. 3 OF 4 1275.0	0 .00

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

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VENDOR NAME	DUE DATE	PURCI ORDEI	HASE R NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACT	ON DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
	Cł	HECK TO	O VENDOR	==>VENDOR	STATTY2	STAT	E ATTORNEY'S	OFFICE	TOTALS	1275.00	.00
JOYCE SYFRETT	03/21/2024	1	_	SWRORFJS	02/29/202	24 VR	22032124-148	ROLL OFF	SETUP FEE REFUNI	50.00	.00
	CH	HECK TO) VENDOR=	==>VENDOR	SYFRETTJ	JOYC	E SYFRETT		TOTALS	50.00	.00
Tallahassee Memorial	03/21/2024	ļ	~	21241260	02/16/202	24 VR	22032124-154	J WAINWRI	GHT DRUG SCREEN	209.00	.00
	CH	IECK TO) vendor=	==>VENDOR	TALLMEMO	Tall	ahassee Memor	ial	TOTALS	209.00	.00
THE T-SHIRT LADY	03/21/2024		-	1502	02/26/202	24 VR	29032124-214	DIRTY PEC	AN SHIRTS TED GR	R 1500.00	.00
	CH	IECK TO	VENDOR=	==>VENDOR	THETSHIR	THE	Γ-SHIRT LADY		TOTALS	1500.00	.00
Joey Tillman	03/21/2024		-	030524JT	03/05/202	4 VR	28032124-212	3/5 TRANS	TO GAINESVILLE	260.00	.00
	СН	ECK TO	VENDOR=	=>VENDOR	TILLMANJ	Joey	Tillman		TOTALS	260.00	.00
TRI-COUNTY ELECTRIC COOP TRI-COUNTY ELECTRIC COOP TRI-COUNTY ELECTRIC COOP TRI-COUNTY ELECTRIC COOP TRI-COUNTY ELECTRIC COOP TRI-COUNTY ELECTRIC COOP	03/21/2024 03/21/2024 03/21/2024 03/21/2024		-	02249008 02249009 02249010 02249011	02/20/202 02/20/202 02/20/202 02/20/202	4 VR 4 VR 4 VR 4 VR	22032124-161 22032124-162 22032124-163 22032124-164	A#72001059 A#72001059 A#72001059	9009 WACISSA 9010 FULFORD	75.31 71.84 126.86 102.21 190.62 51.50	.00 .00 .00 .00 .00
	СН	ECK TO	VENDOR=	=>VENDOR	TRICOUNT	TRI-C	OUNTY ELECTR	IC COOPE	TOTALS	618.34	.00
UF JACKSONVILLE PHYSICIA	03/21/2024		-	72024	02/07/202	4 VR	01032124-140	1/24 CPT N	MEDICAL EVALS CA	500.00	.00
	СН	ECK TO	VENDOR=	=>VENDOR	UFJAXPHY I	UF JA	CKSONVILLE PH	HYSICIAN	TOTALS	500.00	.00
UniFirst Corporation UniFirst Corporation	03/21/2024 03/21/2024 03/21/2024 03/21/2024		- ! - !	50043638 50044008 50044013	02/22/2024 02/29/2024 02/29/2024	4 VR 4 VR 4 VR	01032124-146 22032124-195 01032124-147	C#1311916 C#1237569 C#1311916	UNIFORM RENTAL BATHROOM SUPPLY UNIFORM RENTAL BATHROOM SUPPLY	195.03 136.88	.00 .00 .00
UCA OTL 110		ECK TO					rst Corporati		TOTALS	799.22	.00
USA OIL LLC	03/21/2024									100.00	.00
	CHE	CK TO	VENDOR==	=>VENDOR	USAOIL L	JSA O	IL LLC		TOTALS	100.00	. 00
Verizon Wireless Verizon Wireless Verizon Wireless Verizon Wireless Verizon Wireless	03/21/2024 03/21/2024 03/21/2024 03/21/2024 03/21/2024 03/21/2024		- 5 - 5 - 5	57384284 57384284 57470169 57486595 57486595	02/23/2024 02/23/2024 02/23/2024 02/23/2024 02/23/2024	VR VR VR VR VR	22032124-078 01032124-068 01032124-072 01032124-073	A#22250110 A#22250110 A#74249991 A#84254352 A#84254352	000001 REC PARK 000001 SOLID WS 100003 900001 JCEO 900001 BOCC	102.94 327.40 36.07 90.91	.00 .00 .00 .00
	03/21/2024 03/21/2024								900001 CNTY MNG 900001 BUILDING	40.40 57.26	.00 .00

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACTION DESC	RIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Verizon Wireless Verizon Wireless Verizon Wireless	03/21/2024 03/21/2024 03/21/2024	<u>.</u>	57486595	02/23/2024	٧R	22032124-069	A#84254352900001 A#84254352900001 A#84254352900001	SOLID W	216.42 JS 147.88 216.42	.00 .00 .00
	СН	ECK TO VENDOR:	==>VENDOR	VERIZONW V	eriz	zon Wireless	TOTALS		1338.64	.00
			CASH	ACCOUNT #	0110	010000	TOTALS	1	16750.21	.00
			BANK	ACCOUNT # (0101	1001611	TOTALS	1	16750.21	.00

REPORT DATE	03/12/2024
SYSTEM DATE	03/12/2024
FILES ID	В

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE R NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION D	TRANS ESCRIPTION AMOUNT	
CASH CODE-08008	G/L C	ASH ACCOUNT-1	11010000		CASH-CHECKI	NG-CO TRANS		
Advanced Business Syste	m 03/21/2024	-	438563	03/01/2024	4 VR 11032124-007	C#CT335601	20.66	.00
	CHE	ECK TO VENDOR	==>VENDOR	ADVBUSIN A	Advanced Business	Systems TOTA	ALS 20.66	.00
Beard Equipment Company	03/21/2024	-	1918859	03/04/2024	4 VR 11032124-006	COUPLER/DRIVE	SHAFT #59 810.43	.00
	CHE	ECK TO VENDOR	==>VENDOR	BEARD E	Beard Equipment Co	ompany TOTA	ALS 810.43	.00
Big Bend Tire Big Bend Tire Big Bend Tire	03/21/2024 03/21/2024 03/21/2024	-	16070425	02/05/2024	VR 11032124-022 VR 11032124-021 VR 11032124-020	NEW TIRES #05	669.35	.00
	CHE	ECK TO VENDOR	==>VENDOR	BIGBENTI B	ig Bend Tire	TOTA	ALS 784.35	.00
Cintas	03/21/2024	-	85300905	03/05/2024	VR 11032124-004	P#19616374 UNI	FORM RENTAL 126.00	.00
	CHE	CK TO VENDOR:	==>VENDOR	CINTAS C	intas	TOTA	LS 126.00	.00
Conrad Yelvington Distri Conrad Yelvington Distri					VR 11032124-015 VR 11032124-016		623.89 640.92	.00
	CHE	CK TO VENDOR=	==>VENDOR	CONRADYE C	onrad Yelvington	Distrib TOTA	LS 1264.81	.00
DoorKing INC	03/21/2024	-	2205193	03/03/2024	VR 11032124-018	MONTHLY GATE S	ERVICE 32.95	.00
	CHE	CK TO VENDOR=	=>VENDOR	DOORKING DO	oorKing INC	TOTA	LS 32.95	.00
Duke Energy	03/21/2024	-	0224RDDP	02/28/2024	VR 11032124-003	A#930000014176	942.10	.00
	CHEC	CK TO VENDOR=	=>VENDOR	DUKE DU	uke Energy	TOTAL	_S 942.10	.00
ECB PUBLISHING INC	03/21/2024	~	2024RNWL	03/01/2024	VR 11032124-024 I	NEWSPAPER SUBSO	CRIPT ANNUL 60.00	.00
	CHEC	CK TO VENDOR=	=>VENDOR	ECBPUB EC	CB PUBLISHING INC	TOTAL	S 60.00	.00
ELI ROBERTS & SONS	03/21/2024	-	105983	03/04/2024	VR 11032124-010 l	UNLEADED GAS		
ELI ROBERTS & SONS	03/21/2024		450927	03/04/2024	VR 11032124-011 [DIESEL FUEL	11615.79	.00
			i				13517.22	.00
	CHEC	CK TO VENDOR=	=>VENDOR I	ELIROB EL	I ROBERTS & SONS	TOTAL	S 25133.01	.00
Emerald Coast Striping	03/21/2024	- :	10136 (02/27/2024	VR 11032124-009 (CARDINAL LANE R	D STRIPING 9675.00	.00
	. CHEC	K TO VENDOR==	=>VENDOR E	EMERALDC Em	erald Coast Strip	oing TOTAL	S 9675.00	.00
GCLMONTICELLO	03/21/2024	- 1	.52867 (03/06/2024	VR 11032124-005 C	EMENT (919 S S	ALT RD) 21.95	.00

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSAC	TION DESCRIPTIO	TRANS ON AMOUNT	DISC/WITH AMOUNT
	СН	ECK TO VENDOR	==>VENDO	R GCLMONTI	GCLMC	ONTICELLO		TOTALS	21.95	.00
Mobile Communications	03/21/2024	-	7004709	1 03/01/202	24 VR	11032124-017	FLEET GI	PS SERVICES	523.75	.00
	СН	ECK TO VENDOR=	==>VENDO	R MOBILECO	Mobil	e Communicat	ions	TOTALS	523.75	.00
Monticello Carquest Inc Monticello Carquest Inc			38297803 38298195	3 02/28/202 5 03/05/202	24 VR 24 VR	11032124-012 11032124-013	WIPER BL SHOP SUF	ADES #104/105 PPLIES	59.45 37.45	.00
	CHI	ECK TO VENDOR=	=>VENDOR	R MONTCARQ	Monti	cello Carques	st Inc.	TOTALS	96.90	.00
O'Reilly Automotive, Inc	03/21/2024	-	75204043	3 03/06/202	24 VR :	11032124-008	SHOP SUP	PLIES	176.80	.00
	CHE	ECK TO VENDOR=	=>VENDOR	OREILLY	O'Rei	lly Automotiv	/e, Inc.	TOTALS	176.80	.00
Potty Man Portables	03/21/2024	-	113961	03/08/202	.4 VR 1	11032124-014	PORTALET	RENTAL	95.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	POTTYMAN I	Potty	Man Portable	es	TOTALS	95.00	.00
Quality Pavement Repair	03/21/2024	- ;	28711198	02/27/2024	4 VR 1	.1032124-019	3 PALLET	S OF COLD PATCH	H 3402.00	.00
	CHE	CK TO VENDOR==	=>VENDOR	QUALPAVE (Qualit	y Pavement R	epair	TOTALS	3402.00	.00
TRI-COUNTY ELECTRIC COOP TRI-COUNTY ELECTRIC COOP		- (- ()2249006)2249014	02/28/2024 02/28/2024	4 VR 1 4 VR 1	1032124-002 1032124-001	A#7200105 A#7200105	59006 EL DESTIN 59014 GAMBLE/CA	0 30.77 NPP 436.61	.00
	CHE	CK TO VENDOR==	>VENDOR	TRICOUNT T	ſRI-CO	UNTY ELECTRI	C COOPE	TOTALS	467.38	.00
Verizon Wireless Verizon Wireless	03/21/2024 03/21/2024	- 5 - 5	57384284 57486595	02/23/2024 02/23/2024	VR 1 VR 1	1032124-025 / 1032124-026 /	A#2225011 A#8425435	.0000001 ROAD 2900001 ROAD	154.41 11.47	.00
	CHEC	CK TO VENDOR==	>VENDOR	VERIZONW V	erizo	n Wireless		TOTALS	165.88	.00
Waukeenah Fertlizer	03/21/2024	- 6	9074	02/28/2024	· VR 1:	1032124-023 F	RYE GRASS	SEED OLD LLOY	D 211.25	.00
	CHEC	CK TO VENDOR==	>VENDOR	WAUKFERT W	aukeer	nah Fertlizer	,	TOTALS	211.25	.00
			CASH	ACCOUNT # :	111010	0000		TOTALS	44010.22	.00
			BANK	ACCOUNT # (010100	06511		TOTALS	44010.22 🗸	.00
						FINA	L REPORT	TOTALS 1	160760.43	.00

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

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SUMMARY PAGE INFORMATION

ERRORS DETECTED:

SELECT CRITERIA: DUE DATE 03/21/2024 TO 03/21/2024

VENDOR

VOUCHER 001

TO 99999999

CASH CODE 01001 08008

INCLUDE DORMANT CREDIT MEMOS?..: Y

END OF REPORT

Board of County Commissioners Agenda Request

Date of Meeting: March 7, 2024

Date Submitted: February 27, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, Interim County Coordinator

Subject: Approval of Award of Invitation to Bid No. 2024-03

Underground Fuel Tanks Removal

Statement of Issue:

This agenda item requests Board approval award of Invitation to Bid (ITB) No. 2024-03 for Underground Fuel Tanks Removal to Tyson Petroleum Contractors, LLC, the lowest responsive bidder.

Background:

The County, through ITB No. 2024-03, solicited bids for a firm to provide removal of underground fuel tanks, including furnishing all labor, materials, equipment, tools, transportation services, and incidentals, and performing all work necessary to provide the County with removal and disposal of the underground fuel storage tanks and related piping and pumping within a closed former gas station in accordance with applicable Florida Department of Environmental Protection rules and regulations.

The ITB was advertised in compliance with relevant Florida and Federal Law beginning on January 10, 2024. Proposals were received on February 14, 2024. The Selection Committee met on February 14, 2024, to evaluate the proposals. Tyson Petroleum Contractors, LLC, is the lowest responsive bidder selected for award as demonstrated in the Bid Tabulation (Attachment #1).

<u>Analysis:</u> The County may approve award of ITB No. 2024-03 and authorize the Chair execute the Contract with Tyson Petroleum Contractors, LLC, for Underground Fuel Tanks Removal.

Options:

- 1. Approval of Award of Invitation to Bid No. 2024-03 and Authorize the Chair to Execute Contract with Tyson Petroleum Contractors, LLC.
- 2. Do Not Approve Award of Invitation to Bid No. 2024-03 and Authorize the Chair to Execute Contract with Tyson Petroleum Contractors, LLC.
- 3. Board Direction.

Recommendation:

Award of Invitation to Bid No. 2024-03 for Underground Fuel Tanks Removal March 7, 2024
Page 2

Option #1

Attachments:

- 1. Bid Tabulation, Invitation to Bid No. 2024-03
- 2. Draft Contract



INVITATION TO BID NO: 2024-03
Underground Fuel Tank Removal
BID TABULATION FOR RECEIVED BIDS
Wednesday February 14, 2024 @ 3 PM

Contractor	Then behavior
Form 1 - Proposal Transmittal Form	
Form 2 - Basis of Bid	
Form 3 - List of Subcontractors	
Form 4 - Comments on Proposed	
Contract	
Form 5 - Qualification Questionnaire	
Base Bid Amount	
	SECTION SECTIO
	THEN, SE
	base of por cont

Kattering Philippo 3-14-2024 3:36 RECORDED BY

BIDS OPENED BY

CONSTRUCTION AGREEMENT

JEFFERSON COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 435 Walnut Street, Monticello, Florida 32344 (the "County"), hereby contracts with **Tyson Petroleum Contractors, LLC** (the "Contractor") of 15825 Capital Circle NW, Suite 5, Tallahassee, FL 32303, a contractor licensed to perform all work in the State of Florida in connection with the County's Project **Underground Fuel Tank Removal, ITB 2024-01** (the "Project"), as said work is set forth in the Scope of Work and the direction of the Design Professional (the "Design Professional"), and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

- A. The Contract Documents consist of this Agreement, the Exhibits described in Section 36 hereof, the Legal Advertisement, the Instructions to Bidders, the Contractor's Bid proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- B. The Design Professional is the initial interpreter of the Contract Documents but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering his or her recommendations or interpretations of the Contract Documents. The Design Professional does not have authority to obligate or commit the County to fund additional expenditures or approve extensions of time over the approved Contract Time or Amount. However, the Design Professional's interpretation as to the intent of his design shall be final and not subject to interpretation by the County's staff.
- C. Any Work that may be reasonably inferred from the scope of work as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Orders; (4) the solicitation documents, including any addenda. The Contract Documents listed above represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- D. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

- E. The County shall furnish to the Contractor up to three (3) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.
- F. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.
- G. Construction services provided by Contractor for the Project shall be under the general direction of the County Manager, or their designee, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the Department Director, County Manager, or Board of County Commissioners.
- H. The County's representative, within the authority conferred by the Board of County Commissioners, shall initiate written Change Orders, and notification to the Contractor of any and all changes approved by the County in the Contractor's: (1) compensation; (2) time and/or schedule of service delivery; (3) and any amendment (s) or other change(s) relative to the Work pursuant to this Contract or Change Orders pertaining thereto. Following County approval, the County's representative shall coordinate issuance of any such documents. The County's representative shall be responsible for acting on the County's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract or any amendments, or Change Orders issued hereunder.
 - I. Neither the Contractor nor any Subcontractor, Supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the County shall have or acquire any title to or ownership rights to any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the
 - II. seal of the Design Professional; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the County or the Design Professional and the specific written verification or adaptation by the Design Professional.

Section 2. Scope of Work.

A. The Project consists of removal of underground fuel tanks from a closed gas station. There are an unknown number of fuel tanks located on the site. The scope of work involves locating and removal of all tanks located on the site. The fuel tanks are empty and to the best of the County's knowledge do not currently store any liquid. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement to complete the Project.

B. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

Section 3. Contract Amount.

A. In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: \$56,450.00 or in WORDS: FIFTY SIX THOUSAND FOUR HUNDRED FIFTY DOLLARS plus \$200 per ton and \$6 per gallon for contaminated soil, water hauling, or removal. The cost proposal is on the following page.

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ITB 2024-03 Underground Fuel Tanks Removal

Basis of Bid

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

Ite	m	Bid Price
1.	Excavate and remove all soils and structure to locate and allow underground tank removal	\$ 13,000.00
2.	Blow Back all Fuel lines	\$ 1,000.00
3.	K wash tanks to remove all vapor and fuels	\$ 4,500.00
4.	Excavate to tops of tanks, remove all tank top equipment, pipping	\$ 11,000.00
5.	Remove tanks (provide price per tank)	\$ 7,800.00
6.	Load and haul away all tanks for disposal	\$ 3,000.00
7.	Backfill the area with clean fill dirt, regrade and compact the area	\$ 6,500.00
8.	Environmental testing or reporting	49650
9.	Contaminated soil, water hauling or removal	\$1200/ton

^{**}The bid price for items 1 through 9 will be totaled together for a total base bid price. The bidder with the lowest total base bid price will be considered the apparent low bidder.

NOTE: BIDDER MUST PROVIDE BID PRICES FOR ALL ITEMS.

- B. If the Contract Amount includes an Allowance, the Contractor shall cause the Work covered by the Allowance to be done for such sums within the limits of the Allowance as the County may approve. The Contractor agrees that the Contract Amount includes such sums as they deem proper for costs and any profit on account of any Allowances. No demands for an additional sum for overhead or profit will be allowed.
- C. Any agreed upon changes to the Contract Amount must be accomplished by an approved, written Change Order in the form attached to this Agreement.
- D. The County may subsequently identify items eligible for direct purchase for sales tax savings. The County shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials or equipment included in the Contractor's bid for the Contract. The County reserves the right to require Contractor to assign to the County agreements with suppliers for such goods. Contractor shall, from time to time submit, update and keep current, for consideration by the County, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than \$10,000 need not be listed. Goods not required for the performance of the Contract shall not be purchased under this Agreement. The County reserves the right to delete or add items from this Agreement when it is in the County's best interest. Upon approval by the County, the Contractor will provide a worksheet by electronic means which will include a proposal from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The County will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the Contract Amount by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by Owner. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the County, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the County.

Section 4. Bonds.

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly, and a copy of the amendment forwarded to the County. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 5. Contract Time and Liquidated Damages

- A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" is established in the Notice to Proceed to be issued by the County. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. The Contractor shall commence the Work within ten (10) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within **180 calendar days** from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within **200 calendar days** from the Commencement Date (herein "Contract Time").
- B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, \$500.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Design Professional issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.
- C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. All days shall mean calendar day and not business day.

Section 6. Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.
- B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Design Professional in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design Professional. If required, a Field Order or Change Order will be issued pursuant to Section 15 of this Agreement. If the Contractor performs any Construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Design Professional and County, the Contractor shall assume responsibility for such performance and shall share in costs associated with any corrections. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

Section 7. Investigation and Utilities

- A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water, sewer, and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.
- B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities (surface and subsurface) being referred to in this Sub-Section 7.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all

times during the course of the Work. Relocation or shutdown of County facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The County shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the County's facilities.

Section 8. Schedule

- A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and Design Professional, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.
- B. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's and Design Professional's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The County's and the Design Professional's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 9. Progress Payments

- A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Design Professional, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Design Professional along with a completed and notarized copy of the Application for Payment form. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Schedule of Values.
- B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.
- C. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the

materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

- D. Contractor shall submit two (2) copies of its monthly Application for Payment to the Design Professional on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Design Professional shall either:
 - D.1 indicate his approval of the requested payment;
 - D.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or
 - D.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

In the event of a total denial and return of the Application for Payment by the Design Professional, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the Design Professional.

- E. The County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Design Professional for payment, whichever is less. Such sums shall be accumulated and released to Contractor with final payment.
- F. Monthly payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's work.
- G. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.
- H. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the County's and the Design Professional's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the County to reflect approved adjustments to the Contract Amount

and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 10. Payments Withheld

- A. The Design Professional or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Design Professional or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:
 - A.1 Defective Work not remedied;
 - A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
 - A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
 - A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
 - A.5 Reasonable indication that the Work will not be completed within the Contract Time;
 - A.6 Unsatisfactory prosecution of the Work by the Contractor;
 - A.7 Failure to provide accurate and current "As-Builts"; or
 - A.8 Any other material breach of the Contract Documents.
- B. If these conditions in Subsection 10.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

Section 11. Final Payment

A. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the Design Professional in accordance with Section 26.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly

executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or the County at the time of final inspection.

Section 12. Submittals and Substitutions

- A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional within thirty (30) calendar days after Notice of Award is received by Contractor.
- C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional in evaluating the proposed

substitute. The Design Professional may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

- D. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Design Professional, if Contractor submits sufficient information to allow the Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional shall be the same as those provided herein for substitute materials and equipment.
- E. The Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. The Design Professional shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Design Professional's and the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Design Professional will record time required by the Design Professional and the Design Professional's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the County accepts a proposed substitute, Contractor shall reimburse the County for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the County's sole discretion.

Section 13. Daily Reports, As-Builts and Meetings

- A. Unless waived in writing by the County, Contractor shall complete and submit to Design Professional on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Design Professional and the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
 - A.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
 - A.2. Soil conditions which adversely affect the Work;
 - A.3. The hours of operation by Contractor's and subcontractor's personnel;
 - A.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
 - A5. All equipment present at the Project site, description of equipment uses and designation of time equipment was used (specifically indicating any down time);
 - A.6. Description of Work being performed at the Project site;

- A.7. Any unusual or special occurrences at the Project site;
- A.8. Materials received at the Project site;
- A.9. A list of all visitors to the Project site; and
- A.10 Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or Design Professional pursuant to the Contract Documents.

- В. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Design Professional for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate "As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Design Professional by Contractor for the County.
- C. The Contractor shall submit to the Design Professional one complete set of all recorded changes made during Construction entitled "As-Built" and dated. Submittals shall be made in accordance with the above and shall be submitted at the time of Substantial Completion.
- D. Certified "as-built" information, which the Contractor must show on marked-up copies of the design drawings, prints, and other materials as specified above, shall include both authorized and unauthorized changes and any modifications to material types from that specified in the scope of work. As a prerequisite to any payments, the Contractor shall make available to the Design Professional all "as-built" information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The Contractor shall also obtain "as-built" cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The Contractor shall set benchmarks on or within 100

ft. of each control structure constructed as part of the Project. A complete description including elevation and location of each control structure benchmark shall be provided to the Design Professional as part of the "as-built" information. The elevation shall be clearly and permanently indicated on each benchmark.

- E. "As-built" dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The "as-built" drawings shall be signed and sealed by the Contractor's Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.
- F. All pertinent surveyors' field survey notes containing the "as-built" data shall be sealed and submitted to the Design Professional for review and acceptance prior to authorization of the final payment.
- G. "As-built" data shall be secured, and the accuracy of measurements shall be 0.01 ft.
- H. All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be "as-built" by the Contractor prior to backfilling.
- I. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.
- J. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:
- J.1. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.
- J.2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.
- J.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Contractor does not transfer all records to the County.
- J.4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and

maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

- K. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS KIRK REAMS, CLERK OF COURT AND COMPTROLLER, 1 COURTHOUSE CIRCLE, MONTICELLO, FL 32344, (850) 342-0218 EXT 232, KREAMS@JEFFERSONCLERK.COM.

Section 14. Contract Time and Extensions

- A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the County's suppliers and contractors as set forth in Section 17.B. herein.
- B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.
- C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 15. Changes in the Work

- A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.
- B. A Change Order, in the form attached to this Agreement, Exhibit H, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.
- C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 16 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.
- D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices shall be applied to the quantities of the items involved. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- F. The Design Professional shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 16. Claims and Disputes

- A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- B. Claims by the Contractor shall be made in writing to the County and Design Professional within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Design Professional within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 15.D.
- C. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of Jefferson County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Northern District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- F. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 17. Other Work

A. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the County and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

- B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Design Professional and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the County and such utility owners and other contractors.
- C. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 18. E-Verify

As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- B. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- C. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

E. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 19. Indemnification and Insurance

- A. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Contractor's performance pursuant to this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.
- B. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions. The foregoing indemnification shall the same be construed to constitute agreement by Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.
- Contractor agrees to, at the option of the County, pay the cost of defense, the County C. and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or Design Professional or their consultants, agents, officers and employees. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.
- D. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement, Exhibit F. All insurance policies shall be from

responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

- E. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- F. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- G. The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the County. The County may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.
- H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Design Professional as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

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- I. Should at any time the Contractor does not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- J. Contractor shall submit to Design Professional a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws

A. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Design Professional in writing.

Section 21. Cleanup and Protections

- A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.
- B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work, and the Contractor shall bear the cost of any such restorations.
- C. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be deducted from the final payment due the Contractor.

Section 22. Assignment

A. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

Section 23. Permits, Licenses and Taxes

- A. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.
- B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the County harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.
- C. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project, and shall be solely responsible for issuance of any Notices required thereby.

Section 24. Termination for Default

- A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Design Professional or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.
- B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any

portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

- C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.
- D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 24 below.

Section 25. Termination for Convenience and Right of Suspension

- A. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or

damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 26. Completion

- When the entire Work (or any portion thereof designated in writing by the County) Α. is ready for its intended use, Contractor shall notify the County and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the County, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing giving the reasons therefor. If the County and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punch list. The risk of loss for the Project and the Work performed thereon shall not pass to the County until the Certificate of Substantial Completion (or Partial Substantial Completion) is approved by the Design Professional.
- В. Within fourteen (14) calendar days of receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Design Professional will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, (3) all required As-Builts, shop drawings and other submittals; and (4) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.
- C. Prior to final payment, the Design Professional may request the Contractor to permit the use of a specified part of the Project which the County believes it may use without

significant interference with construction of the other parts of the Project. If the Contractor agrees, he will certify to the Design Professional that said part of the Project is Substantially Complete and request the Design Professional to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the Design Professional and the Contractor will make an inspection of that part of the Project to determine its status of completion. If the County considers that part of the Project to be Substantially Complete, the Design Professional will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and the Contractor for maintenance, heat and utilities as to that part of the Project. The County shall have the right to exclude the Contractor from any part of the Project, which is so certified to be Substantially Complete, but the County will allow the Contractor reasonable access to complete or correct items on the punch list.

Section 27. Warranty

- A. Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.
- B. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.
- C. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the County prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 28. Tests and Inspections.

A. The County, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all

times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Design Professional with timely notice of readiness of the Work for all required inspections, tests or approvals.

- B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Contractor shall provide the Design Professional forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Design Professional and the County.
- C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Design Professional, such work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Design Professional timely notice of Contractor's intention to cover the same and Design Professional has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Design Professional, such Work must, if requested by Design Professional, be uncovered for Design Professional's observation and be replaced at Contractor's sole expense.
- D. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering, and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.
- E. Neither observations nor other actions by the Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 29. Defective Work

- A. Work not conforming to the requirements of the Contract Documents in the sole judgment of the Design Professional shall be deemed defective Work. If required by the County or Design Professional, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or Design Professional, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.
- B. If the County or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at the County's or Design Professional's request, shall uncover, expose or otherwise make available for

observation, inspection or tests as the County or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

- C. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or Design Professional may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County and Design Professional to stop the Work shall not give rise to any duty on the part of the County or Design Professional to exercise this right for the benefit of Contractor or any other party.
- D. Should the County determine, in its sole opinion, that it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the defective Work.
- E. If Contractor fails, within a reasonable time after the written notice from the County or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Design Professional or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the County has paid Contractor but which are stored elsewhere. Contractor shall allow the County, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the County to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other

professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the County of the County's rights and remedies hereunder.

Section 30. Supervision and Superintendents

A. Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Design Professional except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 31. Protection of Work

- A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.
- C. Contractor shall not disturb any benchmark established by the Design Professional with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Design Professional's benchmarks, Contractor shall immediately notify the County and Design Professional. The Design Professional shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

Section 32. Emergencies

A. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or Design Professional is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant

changes in the Work or variations from the Contract Documents have been caused thereby. If the Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 33. Use of Premises

- A. The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands which entail the Project Site upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise.
- B. The Contractor shall be responsible for staging, protecting, and storing equipment or materials. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 34. Safety

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;
 - A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
 - A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.
- B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground

structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County. County shall have the right to direct Contractor to remove and replace this individual, with or without cause.

Section 35. Project Meetings

A. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Design Professional and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Design Professional or the County with respect to the Project, when directed to do so by the County or Design Professional. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Design Professional.

Section 36. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond
- E. Public Payment Bond
- F. Insurance Requirements, including certificates of insurance
- G. Form of Release and Affidavit
- H. Change Order Form

Section 37. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Jefferson County Manager 445 West Palmer Mill Road Monticello, Florida 32344

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: TYSON PETROLEUM CONTRACTORS, LLC

Address (including city, state and zip): 5311 TALLAPOOSA ROAD

TALLAHASSEE, FL 32303

Name of person with their title to whose

Attention the notice should be sent HUNTER S. TYSSON

Telephone and Fax numbers: (850) 727-0082

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 38. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 39. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 40. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 41. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 42. Vendors on Scrutinized Companies Lists.

By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations

in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 42, this Section 42 shall be null and void.

Section 43. Modification.

Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

Section 44. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 45. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 46. Subcontracting.

The Contractor may subcontract up to fifty percent 50% of work under this Contract. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor. If applicable, regardless of any subcontract, the Contractor is ultimately responsible for all work to be performed under this Contact, including but not limited to design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replating, comprehensive plan amendment code variance, and other services, as necessary. The Contractor 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 Contractor that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contactor shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a subcontractor to timely or properly perform its obligations shall not relieve Contractor of its obligations hereunder.

Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 691-72, Florida Administrative Code (F.A.C.). The Contractor shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Contractor shall ensure its subcontracts issued under this Contractor, if any, impose this requirement, in writing, on its subcontractors.

Section 47. Federal Provisions

- 47.1. <u>General Federal Provisions.</u> Work issued in a Work Authorization under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Consultant shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.
 - 47.1.1. 2 CFR Part 25.110
- 47.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
 - 47.1.3. Executive Orders 12549 and 12689
 - 47.1.4. 41 CFR Part 60-1(a) and (d)
- 47.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations
- 47.2. <u>Nondiscrimination Acts and Authorities.</u> For all federally funded SAs, Consultant agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- 47.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as

implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

- 47.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- 47.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 47.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 47.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 47.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);
- 47.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 47.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 47.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 47.2.10. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 47.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 47.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination

includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- 47.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 47.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor Wage and Hour Division
- 47.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor Occupational Safety and Health Administration.
- 47.3. <u>Nondiscrimination Clauses for Compliance with Regulations.</u> For all federally funded SAs, the Consultant agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.
- 47.3.1. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 47.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 47.3.3. Information and Reports. The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access

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to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- 47.3.4. Sanctions for Noncompliance. In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 47.3.5. <u>Incorporation of Provisions</u>. The Consultant will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the County to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.
- 47.4. <u>Mandatory Disclosures (31 U.S.C. §§ 3799 3733)</u>. For all federally funded SAs, Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Agreement. The Consultant must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.
- 47.5. Conflict of Interest (2 CFR § 200.112). For all federally funded SAs, the Consultant must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Consultant is unable, or potentially unable, to render impartial assistance or advice; (ii) A Consultant's objectivity in performing the work is or might be otherwise impaired; or (iii) The Consultant has an unfair competitive advantage.
- 47.6. <u>Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182.</u> To the extent applicable, Consultant must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

47.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded SAs, the Consultant agrees as follows: (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

47.8. <u>Minority/Women Business Enterprise.</u> For all federally funded SAs, Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior

to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity) Florida Department of Transportation Minority Business Development Center in most large cities and Local Government M/DBE programs in many large counties and cities

- 47.9. Procurement of Recovered Materials. For all federally funded SAs, Consultant must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 47.10. Environmental and Energy Policies. For all Work Authorizations over the mico-purchase threshold, the Consultant and subconsultants and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
- 47.11. <u>Clean Air Act and Federal Water Pollution Control Act.</u> In all Work Authorizations funded in excess of \$150,000, the Consultant shall comply with the Clean Air Act as set forth below.
- 47.11.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
- 47.11.2. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 47.11.3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Agreement.
- 47.12. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Consultant is required to verify that none of its subconsultants, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 47.12.1. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 47.12.2. By entering this Agreement, Consultant has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 47.12.3. Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

47.12.4. Certification Instructions

- 47.12.4.1. By signing this Agreement, the Consultant, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.
- 47.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 47.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 47.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 47.12.4.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 47.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 47.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- 47.12.4.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 47.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 47.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]
- 47.12.5.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
- 47.12.5.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal
- 47.13. <u>Davis-Bacon Act</u> (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR <u>Part 5</u>). Consultant agrees to comply with all provisions of the Davis Bacon Act as amended. Consultants are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the SA. The decision to award a Work Authorization shall be conditioned upon the acceptance of the wage determination.
- 47.14. <u>Federal Lobbying</u>. If applicable as set forth in any SA, Consultant who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in Exhibit D attached hereto as if fully set forth herein. Each tier of subconsultant will

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certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subconsultant shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Consultant.

- 47.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Consultant shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Consultant is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
- 47.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable Work Authorizations issued in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Consultant and all subconsultants and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.
- 47.17. <u>Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401)</u>. If the Federal funding for a Work Authorization meets the definition of "funding agreement" under 37 CFR § 401.2, Consultant may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.
- 47.18. Access to Records and Reports. Consultant will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, County, County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Consultant that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Consultant's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
- 47.19. <u>Record Retention (2 CFR § 200.33)</u>. Consultant will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

- 47.20. <u>Federal Changes.</u> Consultant will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.
- 47.21. <u>Termination for Default (Breach or Cause)</u>. If Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- 47.22. <u>Termination for Convenience</u>. For any Work Authorization issued over the micropurchase threshold may be terminated by County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- 47.23. <u>Safeguarding Personal Identifiable Information (2 CFR § 200.82)</u>. Consultant will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
- 47.24. <u>Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200)</u>. The County will not issue Work Authorizations containing Federal funding on a cost-plus percentage of cost basis.
- 47.25. <u>Trafficking Victims Protection Act (2 CFR Part 175)</u>. Consultant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Consultant from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract] is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by County for Consultant's violating this provision, without penalty.
- 47.26. <u>Domestic Preference For Procurements (2 CFR § 200.322)</u>. As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.
- 47.27. <u>Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101.</u> <u>Executive Order 14005)</u>. All iron, steel, manufactured products, and construction materials used

under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with County for further details. Consultants shall be required to submit a completed Buy American Certificate with any applicable Work Authorization in substantially the following form:

47.27.1. Buy American Certificate (FAR 52.225-2) Consultant certifies that each end product, except those listed in paragraph 25.28.2 of this provision, is a domestic end product. Consultant shall list as foreign end products in paragraph 25.28.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms "domestic end product," "end product," and "foreign end product" are defined in FAR 52.225-1 entitled "Buy American-Supplies."

47.27.2.	Foreign End Products:	Line Item No.	Country of Origin

47.27.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

47.28. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Consultant and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

47.29. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Consultant and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

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- 47.30. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Consultant shall, upon request, provide County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.
- 47.31. Federal Awardee Performance and Integrity Information System (FAPIIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Consultant shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via https://www.sam.gov.
- 47.32. Never Contract With The Enemy (2 CFR Part 183). For Work Authorizations funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Consultant must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.
- 47.33. <u>Federal Agency Seals, Logos and Flags</u>. Consultant shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.
- 47.34. <u>No Obligation by Federal Government</u>. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

<u>Conflict with Grant Terms.</u> In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Agreement, the conflicting terms and conditions of that document shall prevail.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:			
Tyson Petroleum Contractors, LLC			
(Comp	pany Name)		
ATTEST:	,		
By: Joseph Petrypus	(Signature) Joseph	Petrozzino	_(Printed)
Its:	_(Title)		
Date: $3/4/24$	_		
Witness	,		
Its: President/Corporate Secretary/Witness	Date: 3/	4/24	
[Corporate Seat]			
Lan Orellue	ŕ		
2nd Witness (if not incorporated)			

OWNER:	Board of County Commissione	rs of Jefferson County, Florida	
(SEAL)		By: J.T. SURLES, CHAIR	
ATTEST:		Date:	
	, Clerk of the Circuit Court		
APPROVEI	O AS TO FORM:		
Heather Enc	einosa, County Attorney		

EXHIBIT A LEGAL ADVERTISEMENT

APPENDIX A LEGAL ADVERTISEMENT



LEGAL ADVERTISEMENT

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS ITB 2024-03 UNDERGROUND FUEL TANK REMOVAL

ADVERTISEMENT BEGIN DATE: JANUARY 10, 2024
RELEASE DATE: JANUARY 10, 2024
BID OPENING: FEBRUARY 10, 2024 @ 3:00 P.M.

Sealed proposals will be received at the office of the Board of County Commissioners, 445 W. Palmer Mill Rd., Monticello FL 32344; until 3:00 P.M., Local Time, on FEBRUARY 10, 2024 at which time the bids will be opened and read aloud. Bids received after said time will be returned unopened.

The principal feature of this procurement by the County is known as: Underground Fuel Tank Removal. The specifications of this procurement are stated in <u>ITB 2024-03.</u>

The ITB and any addenda issued will be posted to the County's Website at www.jeffersoncountyfl.gov or can be obtained by contacting the County Manager's Office at 850-342-0223 or grojas@jeffersoncountyfl.gov.

A person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted Respondent list.

The Jefferson County Board of County Commissioners reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and

ITB 2024-03 INTENT AND GENERAL INFORMATION Underground Fuel Tanks Removal

to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. In accepting a bid, Jefferson County may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates which Jefferson County selects -- with all decisions being made based upon what Jefferson County believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. Jefferson County further reserves the right to increase or decrease quantities as may be required to meet the needs of Jefferson County, at the unit price which was bid. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

- Jefferson County is an Equal Opportunity Employer
- MBE/WBE businesses are encouraged to participate
- Jefferson County strictly enforces open and fair competition

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the County Manager's Office at 850-342-0223 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Manager's Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY).

EXHIBIT B INVITATION TO BID

JEFFERSON COUNTY **BOARD OF COUNTY COMMISSIONERS**



INTENT AND GENERAL INFORMATION

INVITATION TO BID NO: 2024-03

Underground Fuel Tanks Removal

RFP ADVERTISE DATE: January 10, 2024 RFP RELEASE DATE: January 10, 2024

RESPONSES DUE DATE AND TIME: February 14, 2024 @ 3:00 P.M

MAIL OR DELIVER RESPONSE TO:

(hand-delivery or express mail services)

Jefferson County Board of County Commissioners ATTN: ITB 2024-03 445 W. Palmer Mill Rd. Monticello, FL 32344

Contact:

COUNTY MANAGER'S OFFICE Gus Rojas 445 W. Palmer Mill Rd. Monticello, FL 32344 850-997-3083 grojas@jeffersoncountyfl.gov

ITB 2024-03 INTENT AND GENERAL INFORMATION Underground Fuel Tanks Removal

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ITB 2024-03 INTENT AND GENERAL INFORMATION Underground Fuel Tanks Removal

INTENT AND GENERAL INFORMATION

Jefferson County, Florida through Invitation to Bid No. **2024-03** is soliciting bids from qualified businesses registered to do business in the State of Florida to provide removal of underground fuel tanks. The work will involve furnishing all labor, materials, equipment, tools, transportation services, and incidentals, and performing all work necessary to provide the County with removal and disposal of the underground fuel storage tanks and related piping and pumping within a closed former gas station.

All work shall be in accordance with the applicable Florida Department of Environmental Protection rules and regulations. The contractor must be authorized and able to conduct the fuel storage tanks removal and disposal. The fuel tanks are empty and to the best of our knowledge do not currently store any liquid.

It is the intent of this ITB to enter into a Contract with the successful Bidder to begin upon approval of the Board of County Commissioners and the issuance of a Notice to Proceed (NTP), for the Work.

Firms interested in preparing a bid for this ITB must complete the requirements set forth in this ITB, its attached documents and documents incorporated by reference (collectively referred to as the "ITB"). Under the bid process of Jefferson County, the conditions set forth herein are binding on the Bidder as confirmed by the signature of a person with legal authority to bind the Bidder on the cover letter transmitting its Bid to the County in response to this ITB.

If this ITB is amended, the County Manager's Office will issue an appropriate addendum to the ITB. Any addendums will be posted on the County Website. If an addendum is issued, all terms and conditions of this ITB that are not specifically modified in the addendum shall remain unchanged. An addendum to this ITB will be issued if any of the date and/or time change, unless the date(s) fall after the date the ITB Bid(s) are due. Specific dates/time will be determined at each phase.

It is understood and the Bidder hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this ITB. Failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. Bidders are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Bidder's risk.

The County reserves the right to reject any Bid found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this ITB in order to protect its best interests. The County is not liable for any costs incurred by the Bidder in preparing its response, nor is a response an offer to contract with any Bidder. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

ITB 2024-03 INTENT AND GENERAL INFORMATION Underground Fuel Tanks Removal

While every effort is made to ensure the accuracy and completeness of information in the ITB, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the ITB. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the ITB.

The ITB and any addenda issued are available on the Jefferson County website at http://www.jeffersoncountyfl.gov or by contacting the County at 850-997-3083. All questions pertaining to this ITB should be submitted in writing in accordance with the ITB instructions set forth in Section 1.0 of the ITB.

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the County Manager's Office at 850-997-3083 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Manager's Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY).

SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this ITB shall be sufficient reason for rejection of the bid.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

Event	Date/Time
Bid Advertisement Date	January 10, 2024
Release of Invitation to Bid	January 10, 2024
Bid Questions Due from Prospective Bidder	January 24, 2024
Responses to bid questions due	January 31, 2024
BIDS DUE TO BOCC	February 14, 2024 @ 3:00 P.M.
Posting of Intended Award	February 23, 2024
Board Consideration of Intended Award	March 7, 2024
Posting of Notice of Award	March 8, 2024

SECTION 2.0 BID QUESTIONS

2.1 All inquiries and questions concerning this ITB, must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Gus Rojas, grojas@jeffersoncountyfl.gov or mailed to 445 W. Palmer Mill Rd., Monticello, FL 32344

Questions and responses will be posted on the County's Website and, if necessary, an Addendum or Addenda will be issued.

ITB 2024-03 INTENT AND GENERAL INFORMATION Underground Fuel Tanks Removal

SECTION 3.0 SCOPE OF WORK

This project will require removal of underground fuel tanks from a closed gas station. The work will involve furnishing all labor, materials, equipment, tools, transportation services, and incidentals, and performing all work necessary to provide the County with removal and disposal of the underground fuel storage tanks and related piping and facilities pumping. There are an unknown number of fuel tanks located on the site. The scope of work involves locating and removal of all tanks located on the site. The fuel tanks are empty and to the best of the County's knowledge do not currently store any liquid.

All work shall be in accordance with the applicable Florida Department of Environmental Protection rules and regulations. The contractor must be authorized and able to conduct the fuel storage tanks removal and disposal.

On site Tasks:

Provide line-item cost proposals for each task using the attached Bid Form. The County retains discretion to award a portion of these tasks or all tasks listed.

Site Clearing:

Excavate and remove all soils and structure to allow underground tank removal.

Tank Removals:

- Locate all underground fuel tanks
- Blow Back all Fuel lines
- K wash tanks to remove all vapor and fuels
- Excavate to tops of tanks, remove all tank top equipment, pipping
- Remove underground tanks
- Load and haul away all tanks for disposal

Backfilling and Regrading:

• Backfill the area with clean fill dirt, regrade and compact the area

Contractor Responsibilities:

- All Labor and Equipment for tank removal
- Tank Disposal
- Permitting and agencies Authorization
- All notifications with DEP and other agencies.
- Scheduling inspections
- Coordination with DEP and County Staff on site cleanup crew MDM

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- Prices should be listed to include the following items.
 - o Environmental testing or reporting
 - Contaminated soil, water hauling, and removal

SECTION 4.0 RECEIPT AND OPENING OF THE BID

- 4.1 All Bids received will be recorded and date stamped at the Jefferson County office located at 445 W. Palmer Mill Rd., Monticello FL. The responsibility for submitting the Bid to the County Manager's Office no later than the specified time and date is solely that of the Bidder. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.
- 4.2 All Bidders shall be pre-qualified and licensed with the Florida Department of Environmental Protection in Tallahassee, Florida. Only prospective bidders on the Engineer's Plan Holder's list may submit a bid.
- 4.3 Submission of Bids by fax or other electronic means will not be accepted. Late Bids will not be accepted, i.e., any Bid submitted/received after 3:00 P.M. on February 14, 2024, unless otherwise changed through the issuance of an addendum to this ITB.
- 4.4 Any bids received after the stated time and date will not be considered. Late bids shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the Bidder's request and expense.
- 4.5 A Bid may be withdrawn or modified only by written notification from the Bidder prior to the time fixed for the opening of Bids. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened
- 4.6 All timely bids will be opened on the date and time indicated in Section 1.0, Schedule of Events (i.e. date Bids are due) or as modified by addendum and read aloud.

SECTION 5.0 CONE OF SILENCE

- 5.1 A Cone of Silence will be in effect for this ITB beginning with the advertisement date of January 10, 2024 and will terminate upon issuance of Notice of Award. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the County Manager with approval from the Board of County Commissioners and may subject the potential Respondent/Consultant or representative to debarment.
- 5.2 A prospective Respondent shall not have any communication with any of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Jefferson County Government, which includes the Jefferson County Sheriff's Office, nor any members of the Evaluation Committee, either individually or collectively,

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concerning this project. Contractor/Respondent or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

- 5.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 2.0, Bid Questions. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Bidder and shall become a part of the ITB Document(s).
- 5.4 The Cone of Silence shall not apply to:
 - a) Communications at the pre-bid meeting.
 - b) Communications during contract negotiations between designated County employees and the intended Vendor.
 - c) Communication with a Vendor by a County employee following Competitive Procurement opening to clarify the Vendor's Response.
 - d) Communication following the filing of a challenge to a Competitive Procurement between the protesting Vendor or the selected Vendor and the County Manager's Office, and County Attorney's Office concerning the challenge.

SECTION 6.0 BID RESPONSE REQUIREMENTS

- 6.1 The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition. The words "should" or "may" in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Bid.
- 6.2 Bids not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as required forms, bonds, etc., will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County.
- 6.3 The County reserves the right to determine which Bids meet the material requirements of the ITB and which Bids are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Bids and seek new Bids when it is in the best interest of the County to do so.

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- 6.4 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form, for a Bid by a/an:
 - a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign.
 The official address of the partnership shall be provided on the Bid Form.
 - b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
 - c. Individual shall show the Bidder's name and business address.
 - d. Bid by a joint venture shall be executed by each joint venture member in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.
- 6.5 All names shall be printed in ink below the signatures.
- 6.6 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.
- 6.7 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.
- 6.8 A Bidder seeking to do business with the County shall, at the time of submitting a Bid, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: http://sunbiz.org/index.html or https://www.dos.myflorida.com/.
 - The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Proposal Transmittal Form (Bid Form 1).
- 6.9 The Bid should address the requirements in a clear and concise manner in the order stated herein.

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- 6.10 Bids must include the information/documents specified in the Bid Proposal Forms. Bids that do not adhere to the format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.
- 6.11 The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- 6.12 Bids should be typed or clearly written. No changes in or corrections to Bids will be allowed after the Bids are opened.
- 6.13 The signer of the Bid must declare that the Bid in all respects fair and in good faith without collusion or fraud and that the signer of the Bid has the authority to bind the principal Bidder.
- 6.14 The County shall not be liable for any costs incurred by Bidder prior to entering into a contract. Therefore, all Bidders are encouraged to provide a simple, straightforward, and concise description of their ability to meet the ITB requirements.

SECTION 7.0 EVALUATION OF BIDS AND SELECTION PROCESS

- 7.1 Bidders who satisfy the required qualifications and are deemed responsible Bidders and who timely submit a responsive Bid will be considered by the County. Bids received from prospective Bidders who have been suspended or debarred will not be accepted or considered. A Bidder whose Bid, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible.
- 7.2 The county may consider the following factors in addition to price when determining whether a Bidder is responsive and responsible:
 - a. Ability, capacity and skill of the Bidder to perform the contract.
 - b. Whether the Bidder can perform the contract within the time specified, without delay, interference, or conflict with current workload.
 - c. Character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 - d. Quality of performance of previous contracts.
 - e. Previous and existing compliance by the vendor with laws and regulations relating to the contract.
 - f. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the Work.
 - g. Quality, availability and adaptability of the supplies or contractual services to the particular use required.
 - h. Ability of the Bidder to provide further maintenance and service for the use of the subject of the contract, if applicable.

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- i. Number and scope of conditions attached to the bid or quote.
- j. Qualifications of personnel, licensing and corporate qualifications.
- k. Evidence of improper litigation.
- I. Use of one or more subcontractors with a record of poor performance.
- 7.2.1 For the purposes of this section, the county may consider evidence from the ten-year period preceding the subject bid.
- 7.2.2 In the event the lowest, responsive, responsible bid for a construction project exceeds the architectural or engineering cost estimates, the County Manager or designee is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, in order to bring the bid within the amount of available funds. After award of this Bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At Contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in its best interest.
- 7.3 The County reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The County further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 7.3.1 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 7.3.2 In evaluating Bids, the County will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 7.3.3 In evaluating Bidders, the County will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions. The apparent low, responsible, responsive bidder will be required to provide a list of similar projects completed in the last five years including the project description, location, dates, and team members, an organizational

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profile of the company with a list of professional staff, years with the company, a statement of qualifications and copies of professional certifications and licenses held prior to any Board of County Commissioners consideration of an award. Failure to provide this information will result in the Bidder being designated not responsible.

- 7.3.4 The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents. Any Bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include but is not limited to fingerprinting and a statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Bidder or sub-contractor.
- 7.3.5 If the Contract is to be awarded, the County will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to offer the award.
- 7.4 Responses to this ITB not meeting the requirements specified herein will be considered non- responsive or not responsible, as applicable. In the best interest of the County, the Jefferson Board of County Commissioners' reserve the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.
- 7.5 Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible Bidders the following steps will be taken to establish the award to the lowest Bidder. This method shall be used for all ties.

Step 1 - Local Business:

Between a Local Business and a Non-Local Business, a Contract award, or the first opportunity to negotiate, as applicable, shall be made to the Local Business.

Step 2 Drug Free Workplace:

At the conclusion of step 1 if all is equal, the Bidder with a Drug Free Workplace program shall be given preference, over a Bidder with no Drug Free Workplace program. The Contract award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of § 287.087, F.S.

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Step 3 Coin Flip:

At the conclusion of Step 1, and Step 2 if all is equal, the Contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

- 7.5.1 When the tie has been broken pursuant to the above procedures, the Contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 7.5.2 If an award or negotiation is unsuccessful with the initial Bidder, award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder if necessary.
- 7.6 When the County gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Contract with the other Contract Documents which are identified in the Contract as attached thereto. Within ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract and attached documents to the County. The County shall deliver one fully signed counterpart to Successful Bidder.

SECTION 8.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 8.1 The County reserves the right to incorporate the successful Bid into the Contract.

 Failure of a Bidder to accept this obligation may result in the cancellation of the award.

 The Contract document and its exhibits are included as Appendix B, which is attached hereto and incorporated herein by reference.
- 8.2 The construction, interpretation, and performance of this ITB, and all transactions under it shall be governed by the laws of the State of Florida and Jefferson County. The Contract shall include all terms and conditions of this ITB, any addenda, response, and the County's contract issued as a result of this ITB.
- 8.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive Bidder(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Bidders at its discretion.
- 8.4 The Successful Bidder will be required to assume responsibility for all services offered in the Bid. The County will consider the Successful Bidder to be the sole point of contact with regard to contractual matters, including payment on any or all charges.

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8.5 After successful posting of the award for 72 hours, the Successful Bidder will be required to enter into the Contract with the County.

SECTION 9.0 STANDARD TERMS AND CONDITIONS (STAC)

- 9.1 Definitions
- 9.2 Florida Public Records Law and Confidentiality
- 9.3 Procurement Challenges
- 9.4 Construction and Venue
- 9.5 Contract
- 9.6 Insurance Requirements and Bond Requirements

9.1 Definitions

General terms used throughout this ITB are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Bidder(s) in response to this ITB, resulting in an offer of a Contract to perform the services pursuant to the ITB and their bid.

Bid Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as bid. If required, a bid bond/deposit shall be for 5% of the amount of the bid.

Bidder means any firm, individual or organization submitting a Bid in response to this ITB.

Cone of Silence is the prohibition of any communication between a Vendor and a County officer, employee, or agent regarding a pending Competitive Procurement, except for such communications at a duly noticed Pre-Proposal Conference or oral presentation, or with the County's designated representative noted in the Competitive Procurement documents.

Contract means the legally enforceable document agreed to and signed by the County and successful Bidder(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

County means the Jefferson Board of County Commissioners (BOCC) and its employees.

ITB means this document, its attachments and any document hereinafter incorporated by reference.

Local Business means a business that has a current business tax receipt issued by Jefferson County, if required, and has its principal office located within Jefferson County currently and for the six (6) month period immediately preceding submission of a response to a Competitive Procurement.

Notice to Proceed (NTP) Authorization/letter that will inform the Contractor of the date that Contractor can start work. NTP start date will be calculated Fifteen (15) calendar days from the date of the Notice to Award.

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Successful Bidder means a Bidder who is Awarded a Contract as result of the Bid submitted in response to this ITB.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract and is due Fifteen (15) days after execution of Contract by the Board of County Commissioners for Jefferson County.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract and is due Fifteen (15) days after execution of Contract by the Board of County Commissioners for Jefferson County

Work or SOW means the scope of work and/or services.

9.2 Florida Public Records Law and Confidentiality

- 9.2.1. By submitting a Bid in response to this ITB, a Bidder acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Bidder further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 9.2.2 Should the Bidder provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Bidder shall indicate that belief by typing or printing, in bold letters, the phrase "PROPRIETARY INFORMATION" on the face of each affected page of such materials. The Bidder shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Bidder fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 9.2.3 Should any person request to examine or copy any material so designated and provided the affected Bidder has otherwise fully complied with this provision, the County, in reliance on the representations of the Bidder, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Bidder of that request, and the Bidder shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Bidder's receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 9.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Bidder refuses to permit disclosure or copying, the Bidder agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's

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refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Bidder is not initially named as a party, the Bidder shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Bid submitted by a Bidder in response to this ITB and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

9.3 Procurement Challenges

Any Bidder who desires to formally protest may do so on the grounds of material irregularities in the bid procedure, or material irregularities in the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing and delivered to the County within 72 hours after posting of the intended recommendation of award. A formal written bid challenge shall be filed within 5 working days in the County Manager's Office after the date on which the notice of intent of bid challenge has been submitted. Failure to file a timely notice of intent of bid challenge or failure to file a timely formal written bid challenge shall constitute a waiver of bid challenge proceedings. Bidders who do not submit a legitimate bid do not have standing to file a protest. Furthermore, bidders who would not be awarded the subject contract even if the protest were successful lack standing.

The notice of intent of bid challenge shall contain at a minimum: the name of the bidder, the bidder's address, fax number, and phone number, the name of the bidder's representative to whom notices may be sent, the name and bid number of the solicitation, and a brief factual summary of the basis of the intended challenge.

The formal written bid challenge shall: identify the challenger and the solicitation involved, include a clear statement of the grounds on which the challenge is based, refer to the statutes, laws, ordinances, or other legal authorities to which the challenger deems itself entitled by application of such authorities to such grounds. The challenger shall mail a copy of the notice of challenge and the formal written challenge to the apparent best bidder. The County Manager shall, within ten (10) working days of receipt of the formal written challenge, cause the challenge to be investigated. In the event the challenge is not resolved, the Board shall, within a reasonable time, be presented with the written challenge and the County Manager's decision to the challenge prior to award of the bid. The procurement, which is the subject of the protest, shall not proceed until a final decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect substantial interest of the County.

Nothing herein relinquishes the County's rights to waive irregularities and formalities in accordance with its bid package and instructions. Further, nothing herein shall create any rights in the unsuccessful bidder. All decision of the Board shall be final.

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9.4 Construction and Venue

The validity, construction, and effect of this ITB and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the ITB, Successful Bidder's Bid and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. ITB and all of its addendums and attachments
- c. Successful firm's Bid

Venue for all actions arising under the ITB and subsequent Contract shall lie in Jefferson County, Florida, United States.

9.5 Contract

- 9.5.1 The Successful Bidder will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix B and incorporated herein by reference.
- 9.5.2 Any exceptions to the proposed Contract must be noted in Bid Proposal Form 4. The County is under no obligation to modify the proposed Contract to conform to the Successful Bidder's Contract exceptions. Contingent Bids will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Bidder must provide this information to the County at the time of submission of bid questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Bidder's exception and modification are rejected by the County during the bid question portion of the Bid process and the Bidder later submits a Bid, Bidder shall be deemed to have accepted this Contract provision.

9.6 Insurance Requirements

9.6.1 Insurance Verification Requirements – See Appendix B, Section 4.

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

1. Worker's Compensation

 State Statutory
 Employer's Liability \$100,000 each accident \$500,000 policy aggregate

2. Business Automobile \$500,000 each occurrence

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(A combined single limit)

3. Commercial General Liability

\$500,000 each occurrence (A combined single limit)

This Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the County prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy

will not be canceled, terminated or modified without thirty (30) days' prior written notice to the County. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the County.

9.6.2 Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted by the County or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the County shall terminate on the last day of the fiscal period for which appropriations are received, without penalty or expense to the County of any kind whatsoever. County will immediately notify the Contractor or its assignee of such occurrence. In the event of such termination, the County agrees to peaceably surrender possession of the equipment to the Contractor or its assignee on the date of such termination to the extent that such equipment has not been paid for by the County. The Contractor will be responsible for packing all equipment and any freight charges.

The County will not cancel if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing similar functions for the current fiscal period in which the termination occurs or the next succeeding fiscal period thereafter and that it will not, during the funding period, give priority to other functionally similar equipment or services.

The Contractor shall covenant and agree to indemnify and hold County harmless against any loss, damage liability, cost, penalty or expense, including attorney's fees, which it is not otherwise agreed to by the County in the equipment Contract and which is incurred and arises upon a failure of the County to appropriate funds in the manner described herein for a continuation of the Contract or exercise of the option to purchase the equipment.

APPENDIX A LEGAL ADVERTISEMENT



LEGAL ADVERTISEMENT

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS ITB 2024-03 UNDERGROUND FUEL TANK REMOVAL

ADVERTISEMENT BEGIN DATE: JANUARY 10, 2024
RELEASE DATE: JANUARY 10, 2024
BID OPENING: FEBRUARY 10, 2024 @ 3:00 P.M.

Sealed proposals will be received at the office of the Board of County Commissioners, 445 W. Palmer Mill Rd., Monticello FL 32344; until 3:00 P.M., Local Time, on FEBRUARY 10, 2024 at which time the bids will be opened and read aloud. Bids received after said time will be returned unopened.

The principal feature of this procurement by the County is known as: Underground Fuel Tank Removal. The specifications of this procurement are stated in <u>ITB 2024-03.</u>

The ITB and any addenda issued will be posted to the County's Website at www.jeffersoncountyfl.gov or can be obtained by contacting the County Manager's Office at 850-342-0223 or grojas@jeffersoncountyfl.gov.

A person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted Respondent list.

The Jefferson County Board of County Commissioners reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and

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to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. In accepting a bid, Jefferson County may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates which Jefferson County selects -- with all decisions being made based upon what Jefferson County believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. Jefferson County further reserves the right to increase or decrease quantities as may be required to meet the needs of Jefferson County, at the unit price which was bid. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

- Jefferson County is an Equal Opportunity Employer
- MBE/WBE businesses are encouraged to participate
- Jefferson County strictly enforces open and fair competition

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the County Manager's Office at 850-342-0223 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Manager's Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY).

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APPENDIX B—DRAFT CONTRACT

EXHIBIT C BID PROPOSAL WITH REQUIRED FORMS

representative.

FEID# 85-6914149

NAME: FL PCC

Addendum #3 dated_

ADDENDA ACKNOWLEDGMENTS: (IF APPLIÇA Addendum #1 dated 2/13/29 Initials 165

Initials

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BID PROPOSAL FORM 1: PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)

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

Chair This Proposal in response to ITB 2023-01 is submitted by the below named firm/individual by the undersigned authorized BY Joseph Petrozzico (Authorized Representative) Toseph Refrozing
(Printed or Typed Name) ADDRESS 1525 Capital Cir. NW Stc. 5 Tallaharsec, FL 32303 TELEPHONE 850-727-0082 E-MAIL Tretrozzinoe ty son petroleum controcon LISTING OF ANY CERTIFICATIONS OR LICENSES HELD: NUMBER: 1256796 NUMBER: To: BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA (hereinafter called the "COUNTY") The undersigned, as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

Bidder proposes, and agrees if this Proposal is accepted, Bidder will contract with the COUNTY in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the COUNTY as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents.

Addendum #2 dated

Addendum #4 dated_

Initials

Electronic Articles of Organization For Florida Limited Liability Company

L20000125839 FILED 8:00 AM May 11, 2020 Sec. Of State

Article I

The name of the Limited Liability Company is: TYSON PETROLEUM CONTRACTORS LLC

Article II

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

5311 TALLAPOOSA RD TALLAHASSEE, FL. US 32303

The mailing address of the Limited Liability Company is:

5311 TALLAPOOSA RD TALLAHASSEE, FL. US 32303

Article III

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

HUNTER R TYSON 5311 TALLAPOOSA RD TALLAHASSEE, FL. 32303

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

Registered Agent Signature: HUNTER R TYSON

Article IV

The name and address of person(s) authorized to manage LLC:

Title: AR HUNTER R TYSON 5311 TALLAPOOSA RD TALLAHASSEE, FL. 32303 US L20000125839 FILED 8:00 AM May 11, 2020 Sec. Of State

Article V

The effective date for this Limited Liability Company shall be: 05/04/2020

Signature of member or an authorized representative

Electronic Signature: HUNTER TYSON

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

ITB 2024-03 Underground Fuel Tanks Removal **INSERT SUNBIZ INFORMATION HERE:** 2

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BID PROPOSAL FORM 2: JEFFERSON COUNTY

Full Company Name of Bidder: Tyson Petroleum Contractors LLC
Main Business Address: 1528 Capital Cir. Nw STE. S Tallahussee, FL 32309 (including city, state and zip)
Business Telephone and Fax Numbers: PC856) 727 - 0082
Contact Name: Soseph Petrozzino
State Contractor's License#_ PCC_12567.96

ITB 2024-03 Underground Fuel Tanks Removal

Basis of Bid

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

Ite	m	Bid Price
1.	Excavate and remove all soils and structure to locate and allow underground tank removal	\$ 13,000.00
2.	Blow Back all Fuel lines	\$ 1,000.00
3.	K wash tanks to remove all vapor and fuels	\$ 4,500.00
4.	Excavate to tops of tanks, remove all tank top equipment, pipping	\$ 11,000.00
5.	Remove tanks (provide price per tank)	\$ 7,800.00
6.	Load and haul away all tanks for disposal	\$ 3,000.00
7.	Backfill the area with clean fill dirt, regrade and compact the area	\$ 6,500.00
8.	Environmental testing or reporting	\$9650
9.	Contaminated soil, water hauling or removal	\$1200/ton 16/gs1

^{**}The bid price for items 1 through 9 will be totaled together for a total base bid price. The bidder with the lowest total base bid price will be considered the apparent low bidder.

NOTE: BIDDER MUST PROVIDE BID PRICES FOR ALL ITEMS.

ITB 2024-03 Underground Fuel Tanks Removal

BID PROPOSAL FORM 3: LIST OF PROPOSED SUBCONTRACTORS AND SERVICES TO BE PERFORMED

Subcontract 1				
Name:				
City/State/Zip				
Services to Perform and Percentage:				
Subcontract 2	 			 -
Name:				
City/State/Zip				
Services to Perform and Percentage:				
Subcontract 3	 •			
Name:				
City/State/Zip				
Services to Perform and Percentage:				
Subcontract 4				
Name:				
City/State/Zip				
Services to Perform and Percentage:				
Subcontract 5	 	<u>.</u>		
Name:				
City/State/Zip				
Services to Perform and Percentage:				
Subcontract 6				
Name:				
City/State/Zip				
Services to Perform and Percentage:				

ITB 2024-03 Underground Fuel Tanks Removal BID PROPOSAL FORM 4: COMMENTS ON PROPOSED CONTRACT

*Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The County's acceptance of comments does <u>not</u> guarantee any revision to the contract documents. Comments not included on this form WILL NOT be considered. Please indicate NONE or NA if there are no comments on the proposed contract documents.

Comments on Proposed Contract ontract Provision at Issue							
Page	ч,	Iter	n 9	i (anter	minated	Soil, w.	a ter
jection	by Bide	der					
						1 1	
total o+ c	is John on I a-	not asc ninet	9 0+ Jh.	method gallons	for	deterniu disposa	ie 1 /hauli
total of c	is John on I a-	not asc ninot	9 0+ 24,	method gallons	for	disposa,	ne 1 / hawli
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v≠ c	d Resc	olution	٠٠. 				

ITB 2024-03 Underground Fuel Tanks Removal

BID PROPOSAL FORM 5: QUALIFICATION QUESTIONNAIRE

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

Wha	t is the firm's current Florida General Business Number?
	- 20000 1 25839
How	many years has your organization been in business as a Contractor?
have sche <u>?</u>	ribe and give contact information of current projects that you have underway. Do you a project(s) underway which might interfere with the start of this Work and completion on dule? Lines & Eactpoint - Tank Closuret installation of New which lines & electrical - Shown Bernard 224-964-9948
<u> </u>	astellation. Waity Briley - 237-470-6295 projects and provide a brief description that you have completed similar in type, size, and
natu a.	Name of Project: Tank Closure + abalement Owner/Engineer: Lron County Schools Telephone No.: 950-270-432) Address: \$367 w. Therpe St. Tallahersec, FL 32303 Date Started: 10/2 Date Completed: 10/4 Contract Value: \$157,000 Team Members: 7. Pet-22200, M. Tyson, Hunker Tyson
	Description of Project: K- U-SI (4) UST, F.II, perform from R
b.	Name of Project: ust Penove! Owner/Engineer: Cuilders construction Telephone No.: 850 - 222- 22 81

	ITB 2024-03 Underground Fuel Tanks Removal Address: 3472 weems Rd. STE 1 Tallahassee, P
	Address: 3472 weems Rd. STE 1 Tallahassee, F Date Started: 1/3/24 Date Completed: 1/4/24 Contract Value: 19,000
	Team Members: 1
	Description of Project: Single 45T Removal W/ Dackfill
c.	Name of Project: Seminale Country Store Owner/Engineer: Allen williams Telephone No.: 229-209-4234
	Address: SSAS U.S. 19 Donalsonville, 6A 395 70
	Date Started: 7/15 Date Completed: 7/14 Contract Value: 124,000
	Team Members: Nich Brancht, Joe Petrozins
	Description of Project: Think Closur, thouse, tank
	toum fill, the removal
	Name of Project: Sasic Qs - Sag Owner/Engineer: Sasar Patel Telephone No.: 229-221-569 Address: 135 us - 319 Moultric, 6A
	Name of Project: Super B Express
	Owner/Engineer: Daniel Barnary Telephone No.: 229-220-2025
	Address: 525 Faceville, Hwy Bain bridge, GA 39919
	Name of Project: Petrosouth The
	Name of Project: Pctrosonth Inc. Owner/Engineer: Amada Rosc Telephone No.: 170-227-8904
	Address: 300 Uilson Ra. Griffen, GA
	the mast (2) years
	the projects completed within Jefferson County in the past (3) years.
7	efferson County Road Department - Boot Repair
<u>C</u>	efforson County Road Department-Boot Repair
	refferson County Road Department - Boot Repair Petro south Wiskin, ton St. Spill Bucket replaceme we you ever failed to complete work awarded to you? If so, where and why?
	ve you ever failed to complete work awarded to you? If so, where and why?

ITB 2024-03 Underground Fuel Tanks Removal

se pa pr qu ur	dders must disclose and provide a description of any and all conflicts occurring in the past even (7) years with any contracts, projects, or clients. Conflicts include, but are not limited to syment disputes, quality of work disputes, failure to timely perform, lawsuits, administrative occeedings, claims or threatened claims on bonds, and other matters that may call into uestion the Bidder's ability to assure a quality and good faith performance. Poor or nacceptable past performance may result in a Bidder being deemed "not responsible." Failure of disclose relevant Conflict information may result in termination for a breach of contract.
dis	all past project conflicts, litigations, arbitrations, mediations, informal settlement cussions, or disputes involving your company for the past (3) years and outcome. Fully scribe the circumstances (use additional sheets if necessary).
	N/A
·	
(s	eate the true and exact, correct, and complete name under which you do business. BIDDER IS elect one): OPRIETORSHIP, PARTNERSHIP OR CORPORATION
	Petrozzino Tyson Petroleum Contractors
(Diddei Na	maej
	Capital Cir. Now tallahossee, FL 32303
By Jos	rph Peトラフにい (Printed name of person authorized to sign)
(Title)	o. Pry ==
,	d Signature)
Phone No.	: 850- S09-7907

ITB 2024-03 Underground Fuel Tanks Removal

10.	LIST ALL PRINCIPALS OF ORGANIZATION: (President, Vice-	-President, Secretary-Treasurer,
	Partner, etc.) Marc Tyson Picside. +	
	Hunter Tyson U.P.	
	Joseph Retrozzino - COO	
	Sum Perm COO	2/14/24
- 1	Signature and Title of Person Submitting Application	Date

ITB 2024-03 Underground Fuel Tanks Removal

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6.	Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]
	Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]
IN PA OF TH PRIOI	DERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED RAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 3: HE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY OF TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDAL LITES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM. (Signature)
Swor	n to and subscribed before me this 4th day of, 20,24
Perso	OR Produced identification(Type of identification) OR Produced identification (Type of identification) NOTARY PUBLIC
	LAURA ARCHULETA MY COMMISSION # HH 105158 EXPIRES: March 16, 2025 Bonded Thru Notary Public Underwriters My commission expires:

ITB 2024-03 Underground Fuel Tanks Removal

BID PROPOSAL FORM 8 - EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

- The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal 1. opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
- The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative 2. action obligations contained therein.

Name:

Title:

Address: 1525 Capital Cir NW, Tallahussec, FL, 32303

ITB 2024-03 Underground Fuel Tanks Removal BID PROPOSAL FORM 9 - DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR TYSON Retrollan (19tr. TITLE COO

AUTHORIZED SIGNATURE from Retry DATE 3/4/2024

ITB 2024-03 Underground Fuel Tanks Removal BID PROPOSAL FORM 10 - DISCLOSURE STATEMENT CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Jefferson County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Jefferson County:
Name of an State Officer or Employee that owns 5% or more in Respondent's firm:
Joseph Petrozzino
Joseph Petrozzino Name Tyson Petroleum Contractors Company
3/13/24 Date

ITB 2024-03 Underground Fuel Tanks Removal BID PROPOSAL FORM 11 - NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1.	This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Jefferson County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2.	The undersigned is authorized to make this Affidavit on behalf of,
	Tyson Petroleum Contractors (Name of Corporation, Partnership, Individual, etc.)
	(State or Province)
	of which he is . Partner (Sole partner, president, etc.)
3.	Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Jefferson County, Florida is directly interested therein.
4.	This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.
	Joseph Petrollino COO AFFIANT'S NAME AFFIANT'S TITLE
TAKE	N, SWORN AND SUBSCRIBED TO BEFORE ME this 13th day of 2024 March
Perso	onally Known or Produced Identification
	of Identification Notary Public Notary Public Notary Public
	EXPIRES: March 16, 2025 Bonded Thru Notary Public Underwriters (Print, Type or Stamp Commissioned Name of Notary Public)

ITB 2024-03 Underground Fuel Tanks Removal **BID PROPOSAL FORM 12 - ETHICS CLAUSE**

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

1525 - S Capital Circle NW Address of Company/Organization

Tahahessee, fr 3280

ITB 2024-03 Underground Fuel Tanks Removal

BID PROPOSAL FORM 13

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive rederally funded contracts. Signature
Signature
Title
Tyson Petroleum Contractors Contractor/Firm
1525-5 Capital Circle NW Tallahassee, FL 32303

Address

ITB 2024-03 Underground Fuel Tanks Removal BID PROPOSAL FORM 14 - E-VERIFY COMPLIANCE CERTIFICATION

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the 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; and shall provide documentation of such verification to the COUNTY upon request.

As the person at Compliance.	uthorized to sign this state, I certify that this firm complies/will comply fully with this ITB regarding e-Verify
SIGNATURE:	Im try
NAME:	Joseph Petrozzino
TITLE:	<u>CDO</u>
DATE:	3/13/24

ITB 2024-03 Underground Fuel Tanks Removal **BID PROPOSAL FORM 15** REQUIRED POLICY ENDORSEMENTS AND DOCUMENTATION

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers,

Any deductibles of self-insured received and eductibles or self-insured retentions as respects the county, its office either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the county, its office either: the insurer shall procure a bond guaranteeing payment of losses and related officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
Endorsements to insurance policies will be provided as follows:
Additional insured (Jefferson County, Florida, its Officers, employees and volunteers) General Liability & Automobile Liability
Primary and not contributing coverage- General Liability & Automobile Liability
Waiver of Subrogation (Jefferson County, Florida, its officers, employees and volunteers)-
General Liability, Automobile Liability, Workers' Compensation and Employer's Liability
Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.
Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided
Please mark the appropriate box:
Coverage is in place Coverage will be placed, without exception
The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.
Name Joseph Petrozzino Signature Signature
Date 3 13 24 Title COO (Company Risk Mgr or Mgr with Risk Authority)

ITB 2024-03 Underground Fuel Tanks Removal

BID PROPOSAL FORM 16 CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature/Authorized Certifying Official

Printed or Typed Name and Title

EXHIBIT D PERFORMANCE BOND

BOND) NO					
KNOV	KNOW ALL MEN BY THESE PRESENTS: That, as Principal, whose principal business address					
		, as Finicipal, whose principal ousiness address is				
and ph	one number is	, and , as Surety, whose principal				
addres	s is	, as Surety, whose principal				
	none number is:none number is:none firmly bound to Jefferson County	are v, Florida (the "COUNTY"), as Obligee in the sum				
(\$execute	ors, personal representatives, succes	yment whereof we bond ourselves, our heirs, ssors and assigns, jointly and severally.				
	WHEREAS, Principal has entered 20,	ed into a contract dated as of the day of with Obligee for				
		JEFFERSON COUNTY Project				
	, in accordance with ance and made a part hereof, and is re	the scope of work, which contract is incorporated by eferred to as the Contract.				
THE C	CONDITION OF THIS BOND is th	at if Principal:				
and	1. Performs the Contract at the	ne times and in the manner prescribed in the Contract;				
	2. Pays Obligee any and all	losses, damages, costs and attorneys' fees, including				

including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and

appellate proceedings, that Obligee sustains because of any default by Principal under the Contract,

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the scope of work referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating there to including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial on appeal and in bankruptcy.					
IN WITNESS WHEREOF, the above p of,20, the name of signed by its undersigned representative, pursuance.	parties have executed this instrument this day of each party being affixed and these presents duly lant to authority of its governing body.				
Signed, sealed and delivered in the presence of:					
PRINCIPAL:					
(Company Name of Cor	ntractor)				
By:	(Officers Signature)				
	(Officers Name Printed)				
Witnesses as to Principal Name:	(Signature)				
Its: (Title)					

STATE OF	<u> </u>
COUNTY OF	
The foregoing instrument was acknowledged be 20 , by	efore me thisday of(officer's name), as
	(title) or (company name), a(n)
produced as ident	ion. He/she is personally known to me OR has tification and did (did not) take an oath.
My Commission Expires:	
Signature of Notary :(Legibly Printed)	
(AFFIX OFFICIAL SEAL) No	otary Public, State of
Со	ommission No
ATTEST: SURETY:	
(Printed Company Name)	
(Business Address)	
(Surety Authorized Signature)	(Printed Name)
Witness as to Surety	(Signature) (Printed Name)

Commission No.

OR (Printed Name) As Attorney in Fact (Signature) (Attach Power of Attorney) Witnessed by: (Signature) (Printed Name) (Business Address) (Telephone Number) STATE OF _____ COUNTY OF The foregoing instrument was acknowledged before me this day of , by (officer's name), as (title) of ______ Surety, on behalf of Surety. He/She is personally known to me OR has produced ______ as identification and who did (did not) take an oath. My Commission Expires: Signature of Notary:_____ (Legibly Printed) (AFFIX OFFICIAL SEAL) Notary Public, State of

EXHIBIT E PUBLIC PAYMENT BOND

BOND No.
KNOW ALL MEN BY THESE PRESENTS: That, as Principal, whose principal business address is:
, as Principal, whose principal business address is:
and phone number and fax numbers are:
and, as Surety, whose
principal address is:
and phone number and fax numbers are: are held and firmly bound to JEFFERSON COUNTY, FLORIDA (the "COUNTY") as Obligee in the
sum of
(\$
for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.
WHEREAS, Principal has entered into a contract dated as of the day of, 20, with Obligee, in accordance with the scope of work, which contract is incorporated by reference and made a part hereof, and this referred to as the Contract.
THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then is bond is void; otherwise it remains in full force.
Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.
The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.
IN WITNESS WHEREOF, the above parties have executed this instrument this day of, 20, the name of each party being affixed and these presents duly signed by its under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presen	ice of:
DDINCIDAI ·	
(Company Name of	f Contractor)
By:	(Officer's Signature) (Officer's Name Printed)
Witnesses as to Principal Name:Its:	(Signature) (Title)
STATE OF	
COUNTY OF	
The foregoing instrument was acknow	ledged before me thisday of
20, by	(officer's name), as
	(title) of, a
corporation, on behalf of t	he corporation. He/she is personally known to me OR
	entification and did (did not) take an oath.
My Commission Expires:	
Signature of Notary:	
(Legibly Printed)	
(AFFIX OFFICIAL SEAL)	Notary Public, State of
	Commission No.:
ATTEST: SURETY:	
(Printed Company Name)	
(Business Address)	
(Surety Authorized Signature)	(Printed Name)

Witness as to Surety:		
OR	(Printed Name)	
As Attorney in Fact (Signature)	(Printed Name)	
(Attach Power of Attorney)		
Witnessed by:		
Witnessed by:(Signature)	(Printed Name)	
(Business Address)		
(Telephone Number)		
STATE OF		
COUNTY OF		
The foregoing instrument was acknowledged by(o	l before me thisday of officer's name), as	, 20 (title
of	Surety, on behalf of Surety. He/She	is personally
known to me OR has producedwho did (did not) take an oath.	as iden	tification and
My Commission Expires:		
Signature of Notary:		
(Legibly Printed)		
(AFFIX OFFICIAL SEAL)	Notary Public, State of	
27	Commission	
No:		

EXHIBIT F INSURANCE REQUIREMENTS CERTIFICATES OF INSURANCE

- (1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.
- (4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:
 - (A) The name and type of policy and coverages provided;
 - (B) The amount or limit applicable to each coverage provided;
 - (C) The date of expiration of coverage;
 - (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
 - (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

- (6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.
- (7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.
- (8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory

Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

EXHIBIT G RELEASE AND AFFIDAVIT

COUNTY OF						
STATE OF FLO	RIDA					
Before	me,	the	undersigned	authority,	personally	appeared, who after
being duly sworn	, deposes	and says:				
(1) In \$("Contractor") re			n the Contract			
assigns, all claim Jefferson County agents relating COUNTY, date (2) Co assigns, that all co the COUNTY mi filed, have been f	, Florida (in any wa d ontractor of harges for ght be sue	certifies for labor, ma	or itself and its sterials, supplies, which a lien or a content or itself and its sterials.	d of County Co he Agreement the period for ubcontractors, lands, licenses	between Control materialmen, s and other exper	mployees and the to to to to the total to the total to the total total to the total
of County Committees or other character of the Contractor of the (4) The Application for P	nissioners arges filed Work cov nis Releas ayment N	, employed or assert vered by the and Affi	ed against the C	om all demand OUNTY arisin affidavit.	ls or suits, action gout of the pe	ons, claims of erformance by
CONTRACTOR	:					
By:			(sig	gnature of the	executive office	r)
Its:			(titl	e of the execut	tive officer)	
Date:						

Witnesses			
[Corporate Seal]			
STATE OF			
COUNTY OF			
The foregoing instrument was	s acknowledged be	fore me this	_ day of,
	, by	, as	of
	, a		_ corporation, on behalf of the
corporation. He/she is person			
	as identificat	ion and did (did no	ot) take an oath.
My Commission Expires:			
	(Signature of Nota	ary)	
Name:		_	
Name: (Legibly Printed)			
(AFFIX OFFICIAL SEAL)	No	tary Public, State	of
	Cor	nmission No.:	

EXHIBIT H CHANGE ORDER FORM

TO:	
DATE:	
PROJECT NAME:	
Jefferson County Project No	
Under our AGREEMENT dated	·
**********	***************
terms and conditions of the Agreement:	to make the following change(s) in accordance with
FOR THE ADDITIVE or DEDUCTIVE (\$	
Original Agreement Amount	\$
Sum of Previous Changes	\$
This Change Order ADD/DEDUCT	\$
Present Agreement Amount	\$
Order. Accordingly, the Contract Time completion date is nodification to our Agreement and will be ontained in our Agreement indicated above djustment, if any, to the Agreement shall c	ased/decreased) by calendar days due to this Chang is now () calendar days and the final Your acceptance of this Change Order shall constitute be performed subject to all the same terms and conditions a ve, as fully as if the same were repeated in this acceptance. The constitute a full and final settlement of any and all claims arising rein, including claims for impact and delay costs.
Accepted: , 20	

JEFFERSON COUNTY, FLORIDA	CONTRACTOR
By:	By:
Chair	President
DESIGN PROFESSIONAL: By:	Consulting Engineer

Board of County Commissioners Agenda Request

Date of Meeting: March 21, 2024

Date Submitted: March 14, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, Interim County Coordinator

Subject: Approval of Award of RFP No. 2024-02 Impact Fee Study

Statement of Issue:

This agenda item requests Board approval award of Request for Proposals (RFP) No. 2024-02 for Impact Fees Study to David Taussig & Associates, Inc., doing business as DTA, the highest ranked proposer.

Background:

The County, through RFP No. 2024-02, solicited proposals for professional services in connection with the development of an Impact Fees Study (the "Study") that includes an appropriate and legally defensible impact fee methodology and fee schedules for the following growth-related capital facilities: (1) Fire; (2) EMS; (3) Law Enforcement; (4) Transportation; and (5) Parks and Recreation.

The RFP was advertised in compliance with relevant law beginning on January 10, 2024. Proposals were received on February 14, 2024. The Selection Committee met on March 12, 2024, to evaluate the proposals. DTA is the highest ranked proposer selected for award as demonstrated in the Bid Tabulation (Attachment #1).

<u>Analysis:</u> The County may approve award of RFP No. 2024-02 and authorize the Chair to execute the Contract with DTA for the Study.

Options:

- 1. Approval of Award of RFP No. 2024-02 and Authorize the Chair to Execute Contract with DTA
- 2. Do Not Approve Award of RFP No. 2024-02 and Authorize the Chair to Execute Contract with DTA
- 3. Board Direction.

Recommendation:

Option #1

Attachments:

- 1. Bid Tabulation, RFP No. 2024-02
- 2. Draft Contract



IMPACT FEE STUDY

INVITATION TO BID NO: 2024-02

TABULATION FOR RECEIVED BIDS Wednesday February 14, 2024 @ 3 PM

Mesch DTA We, 405 #53,275	Bidder The Cosim B	Three (3) original hard copy and one (1) electronic copy (USB flash drive) of complete proposal	Required Forms, Documents and Certifications (Per RFQ Forms)	Total Cost B72, 460	BIDS OPENED BY
DTA **S3,275 **RECORDED BY BUILLIAGE 3.14.30	July Briesch		7	#	
7	DTA,			#53,275	Kathum Paulinge 214-2024 3:36

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT entered into as of the date signed by the last party below (the "Effective Date"), between JEFFERSON COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 435 West Walnut Street, Monticello, Florida 32344, hereinafter referred to as COUNTY, and David Taussig & Associates, Inc., doing business as DTA, a Florida profit corporation, whose mailing address is 2202 N. West Shore Blvd., Suite 200, Tampa FL 33607, hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is 33-0171945.

WHEREAS, COUNTY requires certain professional services in connection with the development of an Impact Fees Study (the "Study") that includes an appropriate and legally defensible impact fee methodology and fee schedules for the following growth-related capital facilities: (1) Fire; (2) EMS; (3) Law Enforcement; (4) Transportation; and (5) Parks and Recreation; and

WHEREAS, COUNTY issued Request for Proposals (RFP) No. 2024-02 seeking interested firms for the development of the Study, which is incorporated herein by reference; and

WHEREAS, CONSULTANT was selected pursuant to its response to RFP No. 2024-02, which response is attached as Exhibit "A" hereto and incorporated herein, and represents it is capable and prepared to provide such Services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term.

- 1.1 This Agreement shall take effect on the date of its execution by the Chairman of Board of County Commissioners.
- 1.2 The term of this Agreement shall commence on the date of its execution by the Board of County Commissioner and unless otherwise amended in writing, the performance period for completion of the initial Study effort shall not exceed one hundred twenty (120) calendar days. The performance period for any subsequent update to the initial Study shall not exceed sixty (60) calendar days.
- 1.3 Upon agreement of both Parties, this term may be extended for three (3) additional one-year periods under the same terms and conditions outlined herein.

2.0 Scope of Services to Be Performed by Consultant.

2.1 CONSULTANT shall work with County staff and the county attorney to collect data and develop additional data required to fully support a comprehensive Impact Fee study, which recommends an economically and legally supportable set of impact fees to offset the growth related to Fire, EMS, Law Enforcement, Transportation, and Parks and Recreation facilities. The Consultant will determine the County's Impact Fees based on the proposed facility requirements, costs, and growth-related needs. Additionally, the Consultant may suggest unique

areas or separate zones where appropriate and necessary to identify opportunities for additional revenue to accommodate County-wide growth. Impact Fees will be calculated to provide for facilities, capital equipment, and infrastructure needed to support growth based on forecasts of new development. The proposed new impact fee analysis shall be compared to both surrounding and comparable counties to ensure reasonableness, consistency, and feasibility.

- 2.2 The following tasks will be required during this project:
- 2.2.1. Kick-off meeting: Consultant and County staff to review objectives of study, agree to methodology, exchange information, timing, and schedule for all tasks, and to determine information to be provided by County staff, to support a comprehensive Impact Fee study.
- 2.2.2. Data Collection/Background Review: Upon receipt of the Notice to Proceed, the Consultant will prepare and forward to the Project Manager a data needs memo. The County Project Manager shall assemble as much of the requested data as possible prior to the kickoff meeting. The Consultant will meet with key members of the County staff to receive the data, identify, and discuss major technical and policy issues, and refine the project schedule. Wakulla County staff will provide the databases for the impact fees in electronic format for the vendor to use in the development of the updated apportionment methodology. If the County and the vendor agree that additional data not currently available on the databases is required to develop alternative methodologies, County staff will be responsible for providing the additional data to the vendor. The County will be an active participant and provide the necessary budget information and data required to develop the assessment methodology. The County will also be responsible for conducting fieldwork for missing ad valorem tax roll information. Impact Fees shall be calculated to provide for facilities, equipment, infrastructure, and services needed to support growth based on forecasts of new development over a 20-year period. The Impact Fee analysis shall consider existing fees, if any, recommended fees and be compared to both (a) surrounding and (b) comparable counties to ensure reasonableness, consistency, and feasibility.
- 2.2.3. Impact Fee Methodologies: Develop appropriate impact fee methodology and fee schedules necessary for the County to establish and defend its proposed impact fees. The procedure will need to meet the rational nexus test, which is the underpinning of fairness in allocating impact fees. The methodologies, which must be easy to understand and to implement and must provide impact fees for a wide range of development types, including, but not limited to mixed-use, commercial, multi-family, and residential. Consultant should identify any legal consideration for the recommended impact fee schedule including the minimum requirements for a legally defensible impact fee system pursuant to County, State, and Federal regulations.
- 2.2.4. Growth Analysis: The Consultant will analyze current and anticipated growth forecasts and the Capital Improvement Plans for the County. The Consultant must provide a determination on if the current and anticipated future growth of the county is proportionately funding the additional infrastructure needed to accommodate it, with existing revenue sources. The analysis shall include detailed explanations of the findings and methodologies used to make the determination. (The Consultant must include this task in the proposal, but the County may choose to exclude it from the award. The Consultant cost for service for this task should be included in the proposal separately.)

- 2.2.5. Study: The consultant shall prepare a single compiled report for all Impact Fees that documents the fee study results, including a description of the background information, overall assumptions, approach, and methodology, findings, supporting justification, recommended fee amount and the calculations that provide the legal nexus between the recommended Impact Fee and new development. The report will include full fee schedule tables showing input data and interim calculation results, and abbreviated fee schedule tables. The Consultant will develop final study after review by County Staff.
- 2.2.6. Review: The consultant will prepare and submit to County staff a minimum of three (3) drafts and status reports (30%, 60% and 90% completion) of the impact fee study.
- 2.2.7. Public Meetings: The consultant shall attend and present the study at up to two (2) County Commission meetings.
- 2.2.8. Additional Tasks: If the consultant believes additional tasks are warranted, they must be clearly identified in the consultant's proposal.
- 2.2.9. The County reserves the right to modify the scope of services before the contract is awarded. If requested, the Consultant shall assist the County in defending the Impact Fee methodology, if legally challenged; consultant will provide an hourly rate for any litigation assistance services. The consultant shall work under a lump sum professional fee arrangement based on a schedule of payments included in the contract resulting from this solicitation. Consultants must provide a lump sum fee broken out by task and shall submit their proposed payment schedule with their initial proposal response. Consultants shall also submit a list of project deliverables and their delivery schedule for the cited deliverables with their initial proposal response.
- 2.3 CONSULTANT shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a Supplemental Agreement ("SA") and all provisions of this Agreement apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution after approval by the Board.
- 2.4 The CONSULTANT shall be authorized to proceed upon the Effective Date of this Agreement.
- 2.5 When the CONSULTANT and the COUNTY enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the CONSULTANT and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

3.0 <u>Compensation.</u>

3.1 General.

3.1.1 COUNTY shall pay CONSULTANT in accordance with the following Project Fee schedule:

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. PROJECT FEE SCHEDULE FOLLOWS



COST PROPOSAL

Fees for services shall be charged on an hourly basis according to the rates set forth in the **fee schedule** below, with invoices being submitted to the County monthly. The estimated fee for services is not to exceed \$53,275 for the Fee Study, including out-of-pocket expenses. Further work at that point would require additional fees. **Notably, the figures listed in Table 1 for each task are just estimates and the charges assigned to any one task may be transferred to another task, as long as the overall invoices submitted by DTA do not exceed \$53,275.**

Table 1: Proposed Budget

No.	Task Description	Charge
1	Development of Project Strategy and Kickoff Meeting	\$2,955
2	Develop Population and Demographic Projections	\$4,560
3	Review Facility/Capital Needs and Levels of Service	\$4,560
4	Growth Analysis	\$2,990
5	Develop Methodology for Calculating New Fee Amounts	\$7,630
6	Determine Fee Levels	\$6,190
7	Prepare Draft and Final Impact Fee Methodology Reports	\$6,340
8	Outline Tasks Required for the Implementation and Administration of the Fee Program, Including the Preparation of a Draft Ordinance	\$5,620
9	Attend Four (4) Additional In-Person Meetings and Virtual Meetings, Plus Regular Virtual Meetings for Bi-Weekly Updates	\$10,680
	Subtotal	\$51,525
	Out-of-Pocket Expenses	\$1,750
	Total	\$53,275

For your reference, DTA's hourly rate schedule is provided in the table below.

Table 2: DTA's Fee Schedule

Labor Category	Labor Rate
President/Managing Director	\$290/Hour
Senior Vice President	\$275/Hour
Vice President	\$240/Hour
Manager	\$190/Hour
Senior Associate	\$180/Hour
Associate III	\$175/Hour
Associate II	\$165/Hour
Associate I	\$150/Hour
Research Associate II	\$140/Hour
Research Associate I	\$125/Hour

Jefferson County, FL Proposal for an Impact Fees Study

Additional meetings [more than the five (5) in-person meetings specified in the Scope of Services] shall be billed on a time and materials basis. DTA staff shall also schedule standing conference calls (i.e., weekly or bi-weekly) with County staff to stay on track with tasks and deliverables.

Out-of-pocket and administrative expenses are included in the maximum budget and shall be equal to 3% of DTA's billings for labor, plus travel expenses and any outside vendor payments, not to exceed \$1,750. All hourly rates for services apply through June 30, 2025, and are subject to a cost-of-living increase. On or about the first two weeks of each month during which consulting services are rendered hereunder, DTA shall present to the County an invoice covering the current consulting services performed and reimbursable expenses incurred pursuant to this Notice of Authorization. Invoices shall be paid by the County within 30 days of the date of each invoice. A 1.2% charge may be imposed monthly against accounts that are not paid within 45 days of the date of each invoice. The prevailing party in any legal action brought by one party against the other and arising out of this Consultant Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

A Information to be Provided by the County

DTA requests that the following information be provided by the County at no charge and in a timely manner such that the project does not extend beyond 6 months from the date of authorization to proceed:

- Identification of offsetting revenue sources to fully understand financing options;
- The County's General Plan, any Specific/Master Plans, Development Agreements, and data regarding existing entitlements;
- To the extent available, detailed description of the proposed public facilities, including the facility name and number of square feet, acres, etc. (as applicable for each type of facility);
- Inventory of completed facilities within the County, including type, size, and location of facility;
- Cost estimates for proposed facilities (DTA anticipates that the County's cost data and estimates will be reviewed by DTA staff and discussed with County staff);
- Existing County Fee Ordinances and/or Resolutions, as applicable, and administrative decisions related to permitting, building, and the development community; and
- Identification of any committed revenue sources pledged to fund proposed facilities.

B Disclaimer

While DTA has a fiduciary responsibility as a licensed Municipal Advisor, DTA is not, unless otherwise stipulated, acting as the Client's Municipal Advisor. The services discussed herein do not constitute any financial advice or fall under the category of municipal advisory services as defined by the SEC.

C Limitations

The labor costs in the table above include attendance at a total of five (5) in-person meetings with County staff, stakeholders, and the County Commission. Attendance at more than five (5) in-person meetings, detailed written responses to resolve disputes, or the preparation of more than one set of major revisions to the Draft Report will be classified as additional work and may require further billing at the hourly rates identified in Table 2 if the maximum fee levels have been exceeded.

Other examples of additional work shall include:

- Additional analyses based on revised assumptions requested by the County, including
 possible changes in the facilities needs list, infrastructure costs, population
 projections, and related data once the preparation of the Draft Report has been
 initiated, in addition to adjustments to assumptions once the Draft Report has been
 approved;
- Negotiations with stakeholders once the Final Report has been prepared;
- Time expended related to obtaining data assigned to the County under "Information to be Provided by the County," to be provided upon a Notice of Authorization to Proceed;
- Actual implementation of the fee program; and
- Reproduction of more than five bound copies of the Final Report.

The maximum fees listed above assume the review and implementation of the fee program with a schedule between the initiation of services and public outreach that is within the proposed time frame according to the County's specifications.

Kuda Wekwete, Managing Director

Date

Jefferson County, FL Proposal for an Impact Fees Study

- 3.1.2 Invoices must reference the applicable Contract and PO number and should further include CONSULTANT's name, address, contact information, dates of service, quantities of materials and descriptions of work performed, as applicable.
- 3.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the COUNTY of correct, fully documented, invoice, in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

County Manager or Designee Jefferson County 445 W. Palmer Mill Road Monticello, FL 32344 Phone: (850) 342-0223 Fax: N/A smetty@jeffersoncountyfl.gov rlong@jeffersoncountyfl.gov

- 3.1.4 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.
- 3.1.5 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work. For final acceptance of any services provided hereunder, the CONSULTANT will submit an acceptance document to the COUNTY for approval.
- 3.1.6 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONSULTANT to County Clerk's satisfaction.
- 3.1.7 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursables.

- 3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement, if any, shall include copies of paid receipts, invoices or other documentation acceptable to the County Clerk. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.
- 3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred

directly in connection with this Agreement (including any applicable SA), and include:

Overnight Deliveries
Reproduction
Sub-consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Jefferson County)

- 3.2.3 Mileage shall be reimbursed in accordance with Section 112.061, F.S., and COUNTY policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Jefferson County to the Jefferson County line).
- 3.2.4 All Reimbursable Expenses, including subconsultants, shall be reimbursed at cost.
- 3.2.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes.
- 3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the COUNTY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the COUNTY upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.
- 3.2.7 CONSULTANT shall maintain a current inventory of all such assets.

4.0 Insurance

4.1 <u>General Insurance Requirements.</u> As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the CONSULTANT, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the CONSULTANT. The CONSULTANT shall provide the County a certificate of insurance evidencing such coverage. The CONSULTANT's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the CONSULTANT shall not be interpreted as limiting the CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the County's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the County, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect the CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

- 4.2. Commercial General Liability. Coverage must be afforded under a Commercial General Liability policy with limits not less than:
- 4.2.1. \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- 4.2.2. \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability.

The County, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, and volunteers.

- 4.3 Business Automobile Liability. Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.
- 4.4. Workers' Compensation and Employer's Liability. Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the County must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the County's Risk Manager, if they are in accordance with Florida Statute.

The CONSULTANT waives, and the CONSULTANT shall ensure that the CONSULTANT's insurance carrier waives, all subrogation rights against the County and the County's officers, employees, and volunteers for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

4.5 Insurance Certificate Requirements

- 4.5.1. The CONSULTANT shall provide the County with valid Certificates of Insurance (binders are unacceptable) no later than thirty (10) days prior to the start of work contemplated in this Agreement.
- 4.5.2. The CONSULTANT shall provide to the County a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- 4.5.3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the CONSULTANT to provide the

proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

- 4.5.4. In the event the Agreement term goes beyond the expiration date of the insurance policy, the CONSULTANT shall provide the County with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met.
- 4.5.5. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the Effective Date of the initial contract or prior.
- 4.5.6. The County shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- 4.5.7. The County shall be granted a Waiver of Subrogation on the CONSULTANT's Workers' Compensation insurance policy.
- 4.5.8. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.
- 4.5.9. <u>The Certificate Holder should read as follows:</u> Jefferson County Board of County Commissioners

The CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the County as an Additional Insured shall be at the CONSULTANT's expense.

If the CONSULTANT's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The CONSULTANT's insurance coverage shall be primary insurance as respects to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the County confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The County reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

The CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the CONSULTANT's insurance company or companies and the County's Risk Management office, as soon as practical.

5.0 Standard of Care.

- 5.1 CONSULTANT has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.
- 5.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.
- 5.3 CONSULTANT shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.
- 5.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification.

- 6.1 <u>General.</u> Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONSULTANT agree to allocate such liabilities in accordance with this Section.
- 6.1.1 CONSULTANT shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-CONSULTANTs, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence.
- 6.1.2 COUNTY review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

- 6.1.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).
- 6.2 <u>Survival</u>. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor.

- 7.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.
- 7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.
- 7.3 CONSULTANT shall work closely with COUNTY in performing Services under this Agreement.
- 7.4 The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.
- 7.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 8.0 <u>Authority to Practice.</u> The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.
- 9.0 <u>Compliance with Laws.</u> In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting.

- 10.1 The COUNTY reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultant.
- 10.2 If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the COUNTY. Failure of a subconsultant to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

- 11.0 <u>Federal and State Taxes.</u> The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall <u>not</u> be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONSULTANT be authorized to use the COUNTY's Tax Exemption Number in securing such materials.
- 12.0 <u>Public Entity Crimes.</u> The CONSULTANT understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONSULTANT, relating to conviction for a public entity crime.
- 13.0 <u>COUNTY's Responsibilities.</u> COUNTY shall be responsible for providing information in the COUNTY's possession that may reasonably be required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the COUNTY.

14.0 <u>Termination of Agreement.</u>

- 14.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.
- 14.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONSULTANT.
- 14.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.
- 14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:
 - 14.4.1 Stop work on the date and to the extent specified.
- 14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- 14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- 14.4.4 Continue and complete all parts of the work that have not been terminated.
- 14.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

15.0 <u>Uncontrollable Forces (Force Majeure).</u>

- 15.1 Neither the COUNTY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.
- 15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.
- 16.0 <u>Governing Law and Venue</u>. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Jefferson County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.
- 17.0 <u>Non-Discrimination.</u> The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.
- 18.0 <u>Waiver</u>. A waiver by either COUNTY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 <u>Severability.</u>

- 19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.
- 19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

- 19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement.

- 20.1 The COUNTY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.
- 20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONSULTANT pertaining to the Services, whether written or oral.
- 20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
- 21.0 <u>Modification</u>. The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns.

- 22.1 COUNTY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.
- 22.2 CONSULTANT shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.
- 22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Jefferson County Board of County Commissioners by executed amendment.
- 23.0 <u>Contingent Fees.</u> The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 <u>Truth-In-Negotiation Certificate</u>

- 24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
- 24.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONSULTANTs. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents.

- 25.1 CONSULTANT shall be required to cooperate with the COUNTY and other CONSULTANTs relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONSULTANT is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.
- 25.2 CONSULTANT shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:
- 25.2.1. Keep and maintain public records required by the COUNTY in order to perform the Scope of Services described herein.
- 25.2.2. Upon request from the County provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.
- 25.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the CONSULTANT does not transfer all records to the COUNTY.
- 25.2.4. Transfer, at no cost, to COUNTY all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONSULTANT keeps and maintains public records upon the conclusion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records that would apply to the COUNTY.

- 25.2.5. If CONSULTANT does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONSULTANT fails to provide records when requested, the CONSULTANT may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.
- CONSULTANT HAS **QUESTIONS REGARDING** APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT COUNTY MANAGER'S OFFICE, C/O Shannon Metty, 445 32344: 850-342-0223; W. Mill Road, Monticello, \mathbf{FL} Palmer smetty@jeffersoncountyfl.gov.

26.0 Access and Audits.

- 26.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.
- 26.2 Misrepresentations of billable time or reimbursable expenses as determined by the County Clerk or Auditor to the Jefferson County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.
- 26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.
- 26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice.

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to COUNTY: COUNTY MANAGER'S OFFICE

C/O Shannon Metty 445 W. Palmer Mill Road Monticello, FL 32344 P: 850-342-0223

smetty@jeffersoncountyfl.gov

As to CONSULTANT: DTA

C/O David Taussig, Managing Director 2202 N. West Shore Blvd., Suite 200

Tampa, FL 33607 P: (800) 969-4382 F: (949) 480-0034

David@FinanceDTA.com

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and COUNTY.

28.0 Service of Process.

As to County: County Manager

Jefferson County Florida 445 W. Palmer Mill Road Monticello, Florida 32344

(850) 342-0223

smetty@jeffersoncountyfl.gov

With copy to: Heather J. Encinosa, Esq., County Attorney

Nabors, Giblin & Nickerson, P.A.

1500 Mahan Dr. Suite 200

(850) 224-4070

hencinosa@ngnlaw.com

As to CONSULTANT: DTA

C/O David Taussig, Managing Director 2202 N. West Shore Blvd., Suite 200

Tampa, FL 33607 P: (800) 969-4382

F: (949) 480-0034

David@FinanceDTA.com

With copy to: Kelly Wright, CEO

Registered Agent

2202 N. West Shore Blvd., Suite 200

Tampa, FL 33607 P: (800) 969-4382

29.0 Contract Administration

29.1 Services of CONSULTANT shall be under the general direction of the Jefferson County Manager, or their successor, who shall act as the COUNTY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONSULTANT shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at COUNTY's request shall remove without consequence to the COUNTY any subconsultant or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

David Taussig, Chairman/Managing Director Kuda Wekwete, Managing Director Richard Ruiz, Manager Steve Runk, P.E., Vice President of Engineering Services Hector Perez, Senior Manager

- 31.0. Appropriations. CONSULTANT acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement 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. Accordingly, the COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.
- 32.0 <u>Liquidated Damages</u>. The parties hereto agree that liquidated damages will be assessed against the CONSULTANT for CONSULTANT's failure to meet the final deliverable date in the performance schedule in Section 2.0 of this Agreement at a rate of \$100 per day.

- 33.0 <u>Grant Conditions.</u> If applicable, CONSULTANT shall comply with all applicable terms and conditions of any state or federal grants that is providing funding for the Services being performed by CONSULTANT.
- 34.0 <u>Scrutinized Companies.</u> CONSULTANT certifies that it is not ineligible to submit a bid or proposal for, or enter into a contract or renewal thereof, with any local government entity as a result of the application of Section 287.135, Fla. Stat. In addition, CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List, is not on the Scrutinized Companies with Activities in the Iran Petroleum Sector List, and does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, as required by Section 287.135(5), Fla. Stat. In addition, CONSULTANT understands that this reference allows for termination of this Agreement, at the option of the County, if CONSULTANT is found to have submitted a false certification.
- E-Verify. As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., CONSULTANT, and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees. CONSULTANT shall require each of its subconsultants to provide CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this Agreement. CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. The County, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT and CONSULTANT shall immediately terminate the contract with the subconsultant. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONSULTANT acknowledges that upon termination of this Agreement by the County for a violation of this section by CONSULTANT, CONSULTANT may not be awarded a public contract for at least one (1) year. CONSULTANT further acknowledges that CONSULTANT is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year last signed below.

ATTEST:	CONSULTANT
	Print Name:
Printed Name:	Its:
Its:	Date:
ATTEST:	
Printed Name:	
Its:	
	JEFFERSON COUNTY, FLORIDA
ATTEST:	J.T. Surles, Chairman Board of County Commissioners
	Date:
Jason Welty, Clerk of the Circuit Court Ex Officio Clerk to the Board	
APPROVED AS TO FORM:	
Heather J. Encinosa, Esq. County Attorney	

PROPOSAL

IMPACT FEES STUDY

February 14, 2024 RFP 2024-02





JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

SUBMITTED BY:

Kuda Wekwete Managing Director

2202 N. West Shore Blvd., Suite 200 Tampa, FL 33607 (800) 969-4382 Kuda@FinanceDTA.com



JEFFERSON COUNTY



RFP 2024-02 IMPACT FEES STUDY

PROPOSAL SUBMISSION DEADLINE:

FEBRUARY 14, 2024, AT 3:00 P.M.

Prepared for:

Jefferson County Board of County Commissioners

County Manager's Office 445 W Palmer Mill Road Monticello, FL 32344

Attention: Gus Rojas, County Budget Officer



Mr. Gus Rojas County Budget Officer Jefferson County Board of County Commissioners County Manager's Office 445 W Palmer Mill Road Monticello, FL 32344

E-mail: GRojas@JeffersonCountyFL.gov

RE: Request for Proposals ("RFP") 2024-02 for an Impact Fees Study

Dear Mr. Rojas

DTA is pleased to submit this proposal to Jefferson County (the "County"). It is our understanding the County is seeking a qualified consultant to develop an Impact Fees Study that includes an appropriate and legally defensible impact fee methodology and fee schedules for the following growth-related capital facilities: (1) Fire, (2) Emergency Medical Servies ("EMS"), (3) Law Enforcement, (4) Transportation, and (5) Parks and Recreation. All work to be completed will satisfy the requirements of Florida Statutes 163.31801 (the "Florida Impact Fees Act"). The Florida Impact Fees Act-compliant Development Impact Fee ("DIF") Nexus Study ("Fee Study") would recommend the appropriate fee justification methodology and fee levels to support specific types of County-selected capital facilities needed to serve new growth.

DTA recently completed a DIF study for the City of Riviera Beach, Florida (Palm Beach County), and applied the knowledge and practice of the recent impact fee legislation signed by the Governor's Office [House Bill ("HB") 337]. This DIF assignment also included law enforcement and fire rescue

impact fees. In addition, DTA was recently engaged by Hillsborough County to review and recommend impact fee options for the Countywide library services system. Most recently, DTA was hired by the City of Delray Beach, Florida (Palm Beach County), to develop, review, and implement a DIF study, which shall provide the basis and rational support for the DIF schedule. The City currently charges DIFs on parks, libraries, public buildings, and schools. In addition, DTA is a member of the Florida Sheriff's Association and is



February 12, 2024

committed to committed to backing the State's Sheriffs and letting them know we're on their side

As described in greater detail in the attached proposal, DTA is a public finance consulting firm with offices in Irvine, San Jose, San Francisco, and Riverside, California, as well as Dallas and Houston, Texas, Raleigh, North Carolina, and Tampa, Florida. Since its establishment in 1985, DTA has completed consulting assignments for more than 3,000 clients in 22 states. During this period, the firm has been involved in the formation of more than 2,000 public finance districts, with total bond authorizations exceeding \$75 billion. Our financing programs have utilized a variety of public financing mechanisms, such as Special Assessment Areas ("SAAs"), Public Improvement Districts ("PIDs"), Assessment Districts ("ADs"), Community Facilities Districts ("CFDs"), Certificates of Participation, Tax Allocation Bonds, Sewer and Water Revenue Bonds, Marks-Roos Bond Pools, Landscaping and Lighting Districts ("LLDs"), Integrated Financing Districts, and various types of fee programs. Notably, DTA is licensed and registered with the U.S. Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB") as a Municipal Advisor (No. 867-01160) and follows all the fiduciary requirements associated with this designation.



Each of DTA's DIF studies includes a cost-benefit analysis and the determination of nexus between the facilities financed and financing mechanism. DTA has prepared approximately 500 fee justification studies to date for a variety of public improvements, including transportation, water, sewer and flood control facilities, fire protection districts, fire and police stations, parks, libraries, schools, and other types of infrastructure. DTA is also currently involved in impact fee engagements in Arizona, Arkansas, New Mexico, North Carolina, South Carolina, and Florida.

DTA has assembled a project team for the County with the breadth of experience required to provide impact fee consulting services in a professional and timely manner. This project would be primarily handled out of DTA's Tampa office located at 2202 N. West Shore Blvd., Suite 200, Tampa, FL 33607. David Taussig, Chairman/Managing Director, would be the Principal-in-Charge and have the County's primary account responsibility. I, Kuda Wekwete, a Managing Director at DTA, and Richard Ruiz, a Manager at DTA, will serve jointly as the Project Managers and be assisted by Steve Runk, P.E., Vice President of Engineering Services at DTA, and Hector Perez, a Senior Manager at DTA, in addition to other support staff. Brief resumes for each of our team members are included in Tab 4 of this proposal. All personnel will be available full-time (100%) for the duration of the project.

DTA's client contact and interaction continue beyond the basic deliverables. DTA is a customer and community-centric firm committed to excellence, quality products, and an open and interactive communication environment. We employ these practices in the workplace, in cities, counties, and towns, and with the many clients that we have served for 39 years. DTA realizes that every client, like every person, is a distinct entity best understood and served in a direct and collaborative manner.

DTA serves clients in small towns, medium-sized cities, and larger municipalities. Our service philosophy is three-pronged: we strive to know our customers, understand the communities we're privileged to serve, and always provide the best care, advice, and products. At DTA, we also understand that every project is different, and every outcome is special to our team. Our values of accountability, integrity, and excellence underly all work performed.

If you have questions regarding this proposal, please contact me by phone at (800) 969 4DTA x204 or by e-mail at <u>Kuda@FinanceDTA.com</u>. Thank you for the opportunity to work with the County on this engagement.

Best Regards

Kuda Wekwete Managing Director

Phone: (800) 969-4DTA x204 Kuda@FinanceDTA.com

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TAB 1 PROPOSAL TRANSMITTAL FORM

1 PROPOSAL TRANSMITTAL FORM

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

J.T. Surles Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	DIA		
(Authorized Re Kelly Wrig (Printed or Typ	ht, Chief Executive Officer		
Address	2202 N. West Shore Blvd., Sui	te 200	
	Tampa, FL 33607		
Telephone	(800) 969-4DTA		
Fax	(949) 480-0034		
FEID #_ 33-01	71945		
ADDENDA ACK	NOWLEDGEMENT (IF APPLICABLE):		19119
Addendum #1	DatedJanuary 31, 2024	Initials	An
Addendum #2	Dated	Initials	
Addendum #3	Dated	Initials	
Addendum #4	Dated	Initials	
Addendum #5	Dated	Initials	
Addendum #6	Dated	Initials	

Jefferson County, FL Proposal for an Impact Fees Study

1/26/24, 5:47 PM Detail by Entity Name

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation

DAVID TAUSSIG & ASSOCIATES, INC.

Filing Information

 Document Number
 P21000028800

 FEI/EIN Number
 33-0171945

 Date Filed
 03/23/2021

 Effective Date
 03/22/2021

State FL
Status ACTIVE

Principal Address

18201 VON KARMAN AVENUE

SUITE 220 IRVINE, CA 92612

Changed: 01/25/2024

Mailing Address

18201 VON KARMAN AVENUE

SUITE 220 IRVINE, CA 92612

Changed: 01/25/2024

Registered Agent Name & Address

WRIGHT, KELLY

2202 N. WEST SHORE BLVD.

SUITE 200 TAMPA, FL 33607

Name Changed: 01/25/2024

Officer/Director Detail

Name & Address

Title PRES

TAUSSIG, DAVID

18201 VON KARMAN AVENUE, SUITE 220

IRVINE, CA 92612

https://search.sunbiz.org//nquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=DAVIDTA...

1/2

1/26/24, 5:47 PM Detail by Entity Name

Title SEC

BURKE, CECILY

18201 VON KARMAN AVE STE 220

IRVINE, CA 92612

Title CEO

WRIGHT, KELLY 18201 VON KARMAN AVENUE IRVINE, CA 92612

Annual Reports

Filed Date
04/30/2022
04/21/2023
01/25/2024

Document Images

01/25/2024 ANNUAL REPORT	View image in PDF format
04/21/2023 ANNUAL REPORT	View image in PDF format
04/30/2022 ANNUAL REPORT	View image in PDF format
03/23/2021 Domestic Profit	View image in PDF format



2 EXECUTIVE SUMMARY AND QUALIFICATION APPLICATION

DTA is pleased to submit this proposal to Jefferson County (the "County"). It is our understanding the County is seeking a qualified consultant to develop an Impact Fees Study that includes an appropriate and legally defensible impact fee methodology and fee schedules for the following growth-related capital facilities: (1) Fire, (2) EMS, (3) Law Enforcement, (4) Transportation, and (5) Parks and Recreation. All work to be completed will satisfy the requirements of Florida Statutes 163.31801 (the "Florida Impact Fees Act"). The Florida Impact Fees Act-compliant Fee Study would recommend the appropriate fee justification methodology and fee levels to support specific types of County-selected capital facilities needed to serve new growth.

A Firm Overview

DTA is a public finance and urban economics consulting firm specializing in infrastructure and public services finance. Our firm, which provides public finance consulting services to both public and private sector clients, has offices in Irvine, San Francisco, San Jose, and Riverside, California, as well as Dallas and Houston, Texas, Raleigh, North Carolina, and Tampa, Florida. Additional information on DTA is available on our website (www.FinanceDTA.com).

DTA, a corporation, was incorporated in the State of California on May 15, 1986, and has been providing public finance consulting services for over 38 years. The corporation has two officers, specifically David Taussig, Chairman/Managing Director, and Cecily Burke, Secretary, both of whom are authorized to bind the firm. DTA does not hold controlling or financial interests in any other organization and is not owned or controlled by another person or organization. DTA's management personnel consists of four principals identified as David Taussig, Chairman/Managing Director, Kelly



Wright, Chief Executive Officer, Andrea Roess, Managing Director, and Kuda Wekwete, Managing Director.

DTA's client contact and interaction continue beyond the basic deliverables. DTA is a

customer and community-centric firm committed to excellence, quality products, and an open and interactive communication environment. We employ these practices in the workplace, in cities, counties, and towns, and with the many clients that we have served for 39 years. **DTA realizes that every client, like every person, is a distinct entity best understood and served in a direct and collaborative manner.**

DTA serves clients in small towns, medium-sized cities, and larger municipalities. Our service philosophy is three-pronged: we strive to know our customers, understand the communities we're privileged to serve, and always provide the best care, advice, and products. At DTA, we also understand that every project is different, and every outcome is special to our team. Our values of accountability, integrity, and excellence underly all work performed.

DTA has assembled a project team for the County with the breadth of experience required to provide impact fee consulting services in a professional and timely manner. **This project would be primarily handled out of the Tampa office**. David Taussig, Chairman/Managing Director, would be the Principal-in-Charge and have the County's primary account responsibility. He would be assisted by Kuda Wekwete, a Managing Director at DTA, Richard Ruiz, a Manager at DTA, Steve Runk, P.E.,

Jefferson County, FL Proposal for an Impact Fees Study



Vice President of Engineering Services at DTA, and Hector Perez, a Senior Manager at DTA, in addition to other support staff.

Since its formation in 1985, DTA has assisted over 3,000 public and private sector clients in meeting their infrastructure and public services goals. DTA's consulting services include the following:

- Public infrastructure and public services financing strategies;
- Public-private partnerships;
- Assessment engineering and special tax consulting;
- Annual administration of ADs, CFDs, SAAs, and PIDs;
- Fiscal and economic impact analyses;
- DIF studies and user fee studies:
- Water and wastewater rate studies; and
- Tax Increment Financing ("TIF") in Florida, New Mexico, Nevada, North Carolina, South Carolina, Texas, and other states.

DTA has also **planned and implemented Public Facilities Financing Plans ("PFFPs")** that have ranged from the quantitative analysis of a single financing mechanism for an individual facility to the preparation of a comprehensive financing plan covering multiple facilities and public services through a series of financing mechanisms. Our financial analyses provide public officials, landowners, and other interested parties with the level of information needed to make fully informed decisions regarding land use, infrastructure, and public services financing issues. DTA staff has extensive experience working with various stakeholder groups, including public agency legislative bodies, public agency municipal staff, residents, local chapters of the Building Industry Association ("BIA"), local Chambers of Commerce, and other interested parties.

DTA has provided public finance consulting services to virtually every major city and county in the State of California and completed consulting assignments for more than 3,000 clients in 22 states, including Florida, North Carolina, South Carolina, and the Southeast. DTA has also provided public finance consulting services for over 325 fire protection districts, school districts, and water districts.

Perhaps DTA's most outstanding qualification is the dedication and loyalty of our senior employees, many of whom have worked at DTA for 15 years or more and are available should any unique situations arise.

B DIF-Specific Experience

DTA has been performing public facilities fee consulting services for over 36 years, since 1987. We have extensive experience preparing DIF studies that have withstood legal scrutiny to the extent that none of our prior studies have been subject to any type of litigation. Notably, DTA has prepared approximately 500 fee justification studies to date for a variety of public improvements, including transportation, water, sewer and flood control facilities, fire protection districts, fire and police stations, parks, libraries, school facilities, and other types of infrastructure.

Jefferson County, FL Proposal for an Impact Fees Study



A partial list of the municipal clients whom we have completed impact fee studies for in California in recent years is provided below. DTA is also currently involved in impact fee engagements in Arizona, Arkansas, New Mexico, North Carolina, South Carolina, and Florida, including the City of Delray Beach. City of Riviera Beach, and Hillsborough County.

- City of Anaheim;
- · City of Blythe;
- City of Brawley;
- City of Calexico;
- City of Campbell;
- City of Cathedral City;
- City of Chino;
- City of Chino Hills;
- City of Desert Hot Springs;
- · City of Escalon;
- · City of Firebaugh;
- · City of Fontana;
- City of Fowler;
- City of Fowler,
 City of Glendale;
- City of Hesperia;
- City of Ione;
- City of Kingsburg;
- City of Lakeview;
- City of Live Oak;
- City of Los Banos;
- City of Napa;City of Palo Alto;
- City of Pasadena;
- City of Paso Robles;
- City of Perris;
- City of Red Bluff;
- City of Redlands;
- City of Reedley;
- City of San Francisco;

- · City of San Luis Obispo;
- · City of Santa Ana;
- City of Soledad;
- · City of South San Francisco;
- City of Tustin;
- City of Victorville;
- · County of Colusa;
- County of Fresno;
- County of Kings;
- County of Riverside;
- County of San Bernardino;
- County of San Francisco;County of San Luis Obispo;
- County of Santa Barbara;
- · County of Santa Clara Fire Department;
- County of Shasta;
- County of South Santa Clara Fire District;
- County of Yuba;
- Town of Loomis:
- Town of Mammoth Lakes;
- Beaumont Cherry Valley Recreation and Parks District;
- · Denair Community Services District;
- El Dorado Hills Community Services District;
- El Dorado County Fire District;
- El Dorado Hills Fire Department;
- Jurupa Area Recreation and Park District;
- San Gorgonio Memorial Hospital;
- San Gorgonio Pass Water Agency; and
 South Yuba Transportation Improvement Authority.

C References

DTA has provided public finance consulting services to virtually every major city and county in the State of California and prepared Impact and Finance Reports for municipalities in the States of Arizona, New Mexico, Texas, and Florida. Notably, the firm has completed consulting assignments for more than 3,000 clients in 22 states, including Arizona, Arkansas, New Mexico, North Carolina, South Carolina, and Florida.

Listed below are four (4) references for DTA's recent work involving public finance consulting services for cities and counties nationwide. DTA has a long history of delivering projects on a timely basis and adhering to agreements. We encourage you to contact our references to learn firsthand how well DTA staff meets the needs of our clients.

Jefferson County, FL Proposal for an Impact Fees Study



C.i Pickens County

Table 1: Reference Information

Location	Pickens County, SC	
Client Contact	Trad Julian Allison Fowler	
Title	Planning Supervisor	Director, Community & Tourism Development
Address	222 McDaniel Avenue, Suite B-10, Pickens, SC 29671	
Phone Number	(864) 898-5989 (864) 898-2485	
E-mail Address	<u>TradJ@Co.Pickens.SC.US</u> <u>AFowler@Co.Pickens.SC.US</u>	
Date of Service	July 2023-Ongoing	

In 2023, DTA was hired as a consultant by Pickens County, South Carolina, to provide a comprehensive study for the assessment and development of a County DIF program. The County does not currently have a DIF program and wanted DTA to determine the feasibility of implementing one. The purpose of the study was to evaluate and recommend appropriate fee justification methodologies and new fees with a legally supportable analysis based on current and projected demographics. The fees reviewed and recommended in this study included County Administration, Fire, EMS, Emergency Management, Roads and Bridges, Solid Waste, Library, and Parks. A particular challenge in this fee study was that the County is in a region of the Country in which both the local government and developer communities are not very receptive to DIF programs. The final assessment included a potential DIF schedule that would be legally defensible and, therefore, in accordance with all South Caroline State Codes and Municipal Ordinances.

C.ii Tampa-Hillsborough County Public Library

Table 2: Reference Information

Location	Hillsborough County, FL
Contact Name	Andrew Breidenbaugh, Director of Library Services
Address	102 East 7th Avenue Tampa, Florida 33602
Telephone Number	(813) 273-3652
E-mail Address	<u>LibraryBoard@HillsboroughCounty.org</u>
Date of Service	September 2021-Ongoing

DTA was recently hired as a consultant to work on the Tampa-Hillsborough Public Library ("Library") revenue impact study and fiscal model. DTA has identified, analyzed, modeled, and presented the impacts associated with revenue sources and the possibility of a Library impact fee schedule pursuant to the Florida Impact Fees Act. In addition, DTA has reviewed Florida's 2021 impact fee legislation, HB 337, to provide and recommend best outcomes and practices for the Tampa-Hillsborough County Public Library Services Department. To determine these updated costs, DTA conducted a review of Library comparable data, local and State demographics, budgets, Comprehensive Plans, Capital Improvements Plans, strategic goals, and any additional expansion of services to the Library services.

Jefferson County, FL Proposal for an Impact Fees Study



C.iii City of Riviera Beach

Table 3: Reference Information

Location	City of Riviera Beach, FL
Contact Name	Randy Sherman, Director of Finance and Administrative Services
Address	600 W. Blue Heron Blvd., Riviera Beach, FL 33404
E-mail Address	RSherman@RivieraBeach.org
Phone Number	(561) 845-4045
Date of Service	April 2021-Ongoing

DTA recently updated the City of Riviera Beach impact fee schedule for parks, recreation, police, fire, library, and transportation services pursuant to the Florida Impact Fees Act. In addition, DTA reviewed Florida's 2021 impact fee legislation, HB 337, to provide and recommend best outcomes and practices for the City. To determine these updated costs, DTA conducted a detailed review of the City's budgets, Comprehensive Plans, Capital Improvements Plans, Facilities Master Plans, strategic goals, and any additional expansion of services to the community.

C.iv City of Palo Alto

Table 4: Reference Information

Location	City of Palo Alto, CA
Contact Name	Lindsay Wong, Management Analyst
Address	1305 Middlefield Road, Palo Alto, CA 94301
E-mail Address	<u>Lindsay.Wong@CityofPaloAlto.org</u>
Telephone Number	(650) 463-4954
Date of Service	April 2020-Ongoing

DTA updated the City of Palo Alto's Public Safety and General Government DIFs in 2012 and is currently preparing a Park, Community Center, and Library DIF justification study for the City intended to update their existing AB 1600 Park, Community Center, and Library Impact Fees. The purpose of the study is to evaluate existing City AB 1600 fees and recommend appropriate fee justification methodologies and new fee levels with a legally supportable analysis based on current and projected demographics. DTA is providing professional and technical assistance to the City in preparing a comprehensive review of the City's AB 1600 Park Impact Fees. This includes recommending an update to the City's Municipal Code pertaining to both Quimby Fees and AB 1600 Park Impact Fees, compiling parkland valuations, evaluating City-selected park, community center, and library capital facilities, and comparing the City's fee levels to that of neighboring communities in the San Francisco Bay Area. DTA is also assisting in presenting the fee study to the Finance Committee, Parks and Recreation Commission, and City Council and ultimately bringing fee update recommendations before the City Council.

Jefferson County, FL Proposal for an Impact Fees Study

RFP 2024-02 Impact Fees Study

FORM 2 QUALIFICATION APPLICATION AND QUESTIONNAIRE

All qualification packages must be submitted with the proposal to be considered for qualification. No exceptions.

PURPOSE: To provide Jefferson County with reasonable assurance that the prospective proposer has the financial assets, resources, work force, and work experience to successfully complete the agreement with the County.

DTA

FIRM NAME:__

	BUSINESS ADDRESS:_	2202 N. West Shore Blvd., Suite 200
	CITY - STATE - ZIP	Tampa, FL 33607
	PHONE NUMBER:	(800) 969-4DTA
	EMAIL: ClientSe	rvices@FinanceDTA.com
		the truth and accuracy of all statements and answers herein hal sheets if necessary.
1.	What is the firm's c	urrent Florida General Business Number?
	Account No. 6	7123 (Hillsborough County)
2.	How many years ha	s your organization been in business?
3.	you have a project(s completion on scheen Please refer to the refer have any projects under personnel will be availat and no person designate concurrence of the Cour	ontact information of current projects that you have underway. Do by underway which might interfere with the start of this work and dule? ences listed below for a selection of our recent/ongoing relevant experience. We do not way which might interfere with the start of this work and completion on schedule. Key let to the extent proposed, or designated by the County, for the duration of the project ed as "key" to the project shall be removed or replaced without the prior written by. In addition, DTA is not behind schedule or past the completion date for any active history of delivering projects on a timely basis and adhering to agreements.
	3	5

RFP 2024-02 Impact Fees Study

4.	List projects and provide a brief description that you have completed similar in type, size, and nature as the one proposed. Note: Projects may be larger than this project.				
	a.	Name of Project:Pickens County DIF Study			
		Owner/Engineer: Trad Julian, Planning SupervisorTelephone No.: (864) 898-5989			
		Address:222 McDaniel Avenue, Suite B-10, Pickens, SC 29671			
		Date Started:Date Completed:Contract Value:\$82,400			
		Team Members: Hector Perez, Richard Ruiz			
		Description of Project:Comprehensive Study for the Assessment and Development of a			
		County DIF Program			
	L	Name of Project: Tampa-Hillsborough County Public Library Impact Fee Study			
	b.	Andrew Breidenbaugh.			
		Owner/Engineer: Director of Library Services Telephone No.: (813) 273-3652 Address: 102 East 7th Avenue Tampa, Florida 33602			
		Date Started: Sept. 2021 Date Completed: Ongoing Contract Value: \$115,000 Team Members: Hector Perez, Richard Ruiz			
		Description of Project: Impact Fee Study			
	Name	of Project: _City of Riviera Beach DIF Study			
c.	Name	Randy Sherman, Director of Finance and			
		Owner/Engineer: Administrative Services Telephone No.: (561) 845-4045 Address: 600 W. Blue Heron Blvd., Riviera Beach, FL 33404			
		Date Started: April 2021 Date Completed: Ongoing Contract Value: \$48,750			
		Team Members: Hector Perez, Richard Ruiz			
		Description of Project: Impact Fee Study for Parks, Recreation, Police, Fire,			
		Library, and Transportation Facilities			
		any additional references you would like to include outside of projects similar in pe to this one:			
		Name of Project: _City of Palo Alto Impact Fee Studies			
		Lindsay Wong, Management Owner/Engineer: Analyst Telephone No.: (650) 463-4954			
6					
		-			

RFP 2024-02 Impact Fees Study

	1305 Middlefield Road, Palo Alto, CA 94301
	Project:Town of Queek Creek Impact Fee Study
	ngineer: Scott McCarty, Finance Director Telephone No.: (480) 358-3170
Address:	22358 S. Ellsworth Road, Queen Creek, AZ 85142
Name of	Project:
Owner/E	ngineer:Telephone No.:
Address:	
, ,	cts completed within Jefferson County in the past (3) years.
N/A	
Total control of the	
Have vou ever fa	
,	iled to complete work awarded to you? If so, where and why?
	iled to complete work awarded to you? If so, where and why? or failed to complete work awarded to us.
	•
DTA has neve	or failed to complete work awarded to us. ct conflicts, litigations, arbitrations, mediations, informal settlement
DTA has neve	ct conflicts, litigations, arbitrations, mediations, informal settlement sputes involving your company for the past (3) years and outcome.
DTA has neve	or failed to complete work awarded to us. ct conflicts, litigations, arbitrations, mediations, informal settlement
DTA has neve	ct conflicts, litigations, arbitrations, mediations, informal settlement sputes involving your company for the past (3) years and outcome.
DTA has neve	ct conflicts, litigations, arbitrations, mediations, informal settlement sputes involving your company for the past (3) years and outcome. e circumstances (use additional sheets if necessary).
DTA has neve	ct conflicts, litigations, arbitrations, mediations, informal settlement sputes involving your company for the past (3) years and outcome. e circumstances (use additional sheets if necessary).
DTA has neve	ct conflicts, litigations, arbitrations, mediations, informal settlement sputes involving your company for the past (3) years and outcome. e circumstances (use additional sheets if necessary).
DTA has neve	ct conflicts, litigations, arbitrations, mediations, informal settlement sputes involving your company for the past (3) years and outcome. e circumstances (use additional sheets if necessary).

RFP 2024-02 Impact Fees Study

9. State the true and exact, correct, and complete name under which you do business. BIDDER IS:

SOLE PROPRIETORSHIP	
	(SEAL)
(Individuals Signature)	, , , ,
(Individuals Name)	
Florida Business License No. and Expiration Date	
Business Address:	
Phone No.:	
A PARTNERSHIP	
(Partnership Name)	(SEAL)
(General Partner's Signature)	
(General Partner's Name)	
Florida Business License No. and Expiration Date	
Business Address:	
Phone No.:	**************************************

8

RFP 2024-02 Impact Fees Study

A CORPORATION	
DTA	(SEAL)
(Corporation Name)	(SEAL)
California	
(State of Incorporation)	
ByKelly Wright	_(Name of person authorized to sign)
Chief Executive Officer	
(Title)	
(Authorized Signature)	
Florida Business License Number and Expiration Date	Account No. 67123 (Hillsborough County), Expires on September 30, 2024
(Corporate Seal)	
Attest CecilyBurke	CECILY BUPKE
(Secretary)	,
Business address:2202 N. West Shore Blvd., Suite 200,	Tampa, FL 33607
Phone No.: (800) 969-4DTA	
10. LIST ALL PRINCIPALS OF ORGANIZATION: (P	resident, Vice-President, Secretary-
Treasurer, Partner, etc.)	
David Taussig, Chairman/Managing Director, Cecily Bu Andrea Roess, Managing Director, and Kuda Wekwete	irke, Secretary, Kelly Wright, Chief Executive Office
	,gg =
Kyl 700 . CEO	2/7/24
Signature and Jitle of Person Submitting Application	Date

CONFIDENTIAL

RFP 2024-02 Impact Fees Study

STATE OF			
COUNTY OF			
The foregoing instrumen	nt was acknowledged before me this	day of	20 ₋ by
Kelly Wright	, as Chief Executive Officer of	DTA	on
(Name)	(Title)	(Company)	
behalf of the company. I	He/she is personally known to me or ha	as produced	(DL or ID Number)
(Signature of N		ic, State of	
Name:(Legibly Printed)			
	-	(AFFIX OFFIC	CIAL SEAL)
Commission No.:	My Commission I	Expires:	

ACKNOWLEDGMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California ORANGE ORANGE
OnFEBRUARY 7, 2024 before me,EDNA GARRETT, NOTARY PUBLIC (insert name and title of the officer)
personally appeared KELLY WRIGHT who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. EDNA P. GARRETT Notary Public - California Orange County Commission # 2363276 My Comm. Expires Jun 29, 2025
Signature (Seal)



TAB 3 LETTERS OF REFERENCE

3 LETTERS OF REFERENCE

Please refer to the subsequent pages for three reference letters/form(s) from similarly situated communities and/or local governments dated 2016 or later. These represent a sampling of our client references, and we encourage you to contact our references to learn firsthand how well DTA staff meets the needs of our clients. Each letter/form includes a brief description of the project and results, date of the project, and name of the contact person, e-mail address, and phone number.

Jefferson County, FL Proposal for an Impact Fees Study

RFP 2024-02 Impact Fees Study

FORM 3

	REFERENCE FORM
Proposer Name: DTA	
Proposers are required to submit we they have provided similar service attachment to provide the re	with their Proposals three (3) letter of reference, with which es as requested in this solicitation. Vendors shall use this equired reference information. The Board of County he right to contact all references during this RFQ and make a ubject to review or challenge.
FOR	MER CLIENTS and Project Description
Company Name:	City of Anaheim
Address:	200 South Anaheim Blvd., Suite 276, Anaheim, CA 92805
Contact Name:	Debbie Moreno, Finance Manager
Alternate Contact Name:	Rudy Emami, Public Works Director
Phone:	(714) 765-5195
Email:	DMoreno@Anaheim.net
Description of Work:	Update of the City's DIF Program
Service Dates:	1990-Present
CN-	Chi of Con Jan
Company Name:	City of San Jose
Address:	200 East Santa Clara Street, San José, CA 95113
Contact Name:	Rebekah Ross, Planner IV
Alternate Contact Name:	N/A (400) 700 4400
Phone:	(408) 793-4186
Email:	Rebekah.Ross@SanJoseCA.gov
Description of Work:	Park Impact Ordinance and Parkland Dedication Ordinance Fees
Service Dates:	June 2021-Present
Company Name:	City of Fowler
Address:	128 South Fifth Street, Fowler, CA 93625
Contact Name:	David Peters, City Engineer
Alternate Contact Name:	N/A
Phone:	(559) 299-1544 x111
Email:	DavidPeters@Peters-Engineering.com
Description of Work:	Impact Fee Program Update
Service Dates:	February 2019-November 2020
Authorized Signature: My Y	be the second of
Title: Chief Executive Officer	



City of Anaheim FINANCE DEPARTMENT

October 31, 2022

To whom it may concern:

The City of Anaheim is pleased to recommend David Taussig & Associates (DTA) for Contra Costa County Fire Protection Districts RFQ for a Development Impact Fee (DIF) Study, CFD Formation Study and Management, and User Fee Study. The City of Anaheim has worked with DTA since 1990. DTA currently provides district administration services for two Anaheim CFDs and one landscape and lighting district. They previously administered three additional CFDs and guided us through the dissolution of those districts. DTA is responsive to city staff and our residents, they provide timely information and their work is of the utmost quality. They have proven to be a reliable partner with the expertise and widespread knowledge of our districts and their respective needs.

In addition to providing exemplary district administration services, DTA led a comprehensive DIF study for our City in 2017. They were organized and thorough, meeting project milestones and providing support for our user departments throughout the process. They produced a final report that was timely and accessible.

In summary, DTA is a valued partner and we recommend them without hesitation. If you have any questions please do not hesitate to call me.

Respectfully,

D'Anne Lee **Budget Supervisor**

200 S. Anaheim Boulevard Anaheim, California 92805

P.O. Box 3222 Anaheim, California 92805

TEL (714) 765-5195 FAX (714) 765-5260

www.anaheim.net

PARKS, RECREATION & NEIGHBORHOOD SERVICES

November 1, 2022

To all interested parties,

I am pleased to offer a letter of recommendation to work with DTA Public Finance Consulting firm.

The City of San Jose's Department of Parks, Recreation and Neighborhood Services hired DTA in 2019 to complete a legal nexus study (Fee Study) to inform the City about potential modernization of our park impact development fee program. Our collaboration with DTA continues to this day and based on our experience to-date, have expanded our contracted services due to the reliability and quality of their work.

DTA is providing outstanding customer service, high quality work products, responsive employees with good project management skills, and strong support for all work efforts and products. Their employees are trustworthy, honest, and always have a proactive, personable, solution oriented, and professional demeanor.

DTA has a firm understanding of current laws and has the additional needed technical expertise to produced solid findings and defensible reports. This foundation, combined with their vast experience and good customer service, is providing the foundation to complete a very complex body of work.

DTA has been integral in supporting work efforts that informs staff, our technical advisory committee, our community, and the City's decision makers. They've provided City staff with the resources, information, and support needed to keep the project on a good trajectory and have actively participated in an intensive public engagement campaign.

I have complete faith recommending DTA knowing that they will deliver the same high quality work products and excellent customer service to others.

Feel free to contact me additionally if more information is desired.

Sincerely,

Rebekah Ross

Rebekah Ross

Supervising, Planner IV

rebekah.ross@sanjoseca.gov

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

Building Community Through Fun

Department of Parks, Recreation & Neighborhood Services | 200 E. Santa Clara Street, San José, CA 95113 | 408-535-3570 | www.sanjoseca.gov/prns

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Project Specific Reference Form

Company u	ınder Review: DTA	RFQ Number & Title: RFQ No. 23-2, General Planning Service
_	City of Fowler (Name of Company giving Reference)	ING.
Name/Title:_	David Peters, President and Principal Engineer (Name and Title of person giving Reference)	Telephone: (559) 299-1544 x111
Project:	Impact Fee Program Update (Project for which references are being provided)	Fax:
	ers for this project: Perez, Steve Runk, and Richard Ruiz	E-mail: DavidPeters@Peters-Engineering.com
Project	t Dates: February 2019-November 2020	
Failure to probe for project be provided	nitting proposals are responsible for providing completed Project Spovide the completed Reference Forms will result in proposal being that are listed under Tab's # 4 & 6 of this Request for Qualificatio for specific/similar projects.	deemed non-responsive. References must ns. Minimum of three (3) references must
 Describe 	e the scope of work of the contract awarded by your company	/agency to this contractor.

No.	Questions	Rating	Comments
2.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	DTA was very responsive, met project milestones and delivered quality work.
3.	Rate the quality of customer service and the competence and accessibility of the personnel.	5	DTA kept the project moving through the initial phases of the pandemic and was always available to city staff.
4.	Rate the firm's interactive capability with your staff.	5	DTA's staff did a great job educating and explaining project details with city staff.
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc	4	Project performed was a fee study so this was not applicable to the City's project.
6.	Rate the overall quality of the work.	5	Work was a very high quality product that met the City's needs.
7.	Rate the comfort and confidence you had in the firm.	5	I was very confident in their knowledge and ability to complete the City's study.
8.	If you have a similar contract to undertake in the future, would the firm be considered? Yes X No		
		erane	4=Good 5=Excellen

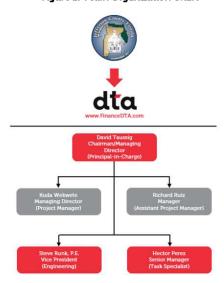
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4 KEY STAFF

DTA has assigned personnel to this project who bring experience and technical expertise to each unique element of study. Our team organization is illustrated below. Project roles of our key team members are described below and followed by professional resumes. All personnel will be available full-time (100%) for the duration of the project. DTA does not anticipate employing subconsultants for any portion of this engagement.

Figure 1: Team Organization Chart



DTA has assembled a project team for the County with the breadth of experience required to provide impact fee consulting services in a professional and timely manner. **This project would be primarily handled out of DTA's Tampa office**. David Taussig, Chairman/Managing Director, would be the Principal-in-Charge and have the County's primary account responsibility. He would be assisted by Kuda Wekwete, a Managing Director at DTA, Richard Ruiz, a Manager at DTA, Steve Runk, P.E., Vice President of Engineering Services at DTA, and Hector Perez, a Senior Manager at DTA, in addition to other support staff.

Kuda Wekwete, a Managing Director at DTA, will serve as the Project Manager for the DTA team and be the County's primary point of contact throughout this engagement. Mr. Wekwete will manage the work of DTA's project team, including leading data collection efforts, directing the development of our technical model, providing senior-level analysis, reviewing progress and work products with County staff and stakeholders, presenting study findings at project meetings, and finalizing study documentation. He would be assisted in these tasks by Richard Ruiz, Hector Perez, and other support staff.

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Mr. Runk will provide engineering expertise, assist in the selection of facilities to be included on the facilities needs list, prepare and/or review facilities cost estimates, and contribute to the apportionment analysis of specific facilities to be included in the fee program.

Key personnel will be available to the extent proposed, or designated by the County, for the duration of the project and no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the County. In addition, DTA is not behind schedule or past the completion date for any active projects and has a long history of delivering projects on a timely basis and adhering to agreements.

DTA has an enviable reputation for producing high-quality work in a quick and efficient manner to correspond with even the most aggressive project schedule. DTA's clients also receive high levels of personal attention from senior staff, with a Managing Director, Senior Vice President, or Vice President always available to meet with public agency staff and other groups.

A DTA Team Resumes

David Taussig

Chairman/Managing Director | <u>David@FinanceDTA.com</u> Project Role – Principal-in-Charge



Mr. Taussig has over 45 years of experience in the fields of real estate finance and urban economics. His areas of expertise include municipal finance programs for infrastructure and public facilities development, fiscal and redevelopment impact analyses, and land development project feasibility studies across many states and cities, including the States of Arizona, California, Florida, Tennessee, and South Carolina.

Mr. Taussig has an extensive background in computerized financial analyses. Since founding DTA in 1985, Mr. Taussig has developed several state-of-the-art analytical methods and modeling approaches, in addition to directing the formation of over 1,000 public financing districts and subsequent sale of tax-exempt municipal bonds. These districts have funded public infrastructure and services for many types of residential and non-residential development and

included several hundred master-planned communities built throughout California and in several other western states. Mr. Taussig's work has involved both the preparation and implementation

Mr. Taussig has over 45 years of experience in the fields of real estate finance, urban economics, and rural economics.

of financing plans and his public sector clients have included virtually every major urban county and city within California and hundreds of special districts. He has provided similar consulting services to many of the largest land development firms in the State of California. The financing programs implemented by Mr. Taussig have ranged from land-secured CFDs to redevelopment tax increment programs and lease revenue-based Certificates of Participation. He is also responsible for DTA's successful efforts related to funding opportunities under various tax credit programs.

Mr. Taussig has also overseen the preparation of numerous feasibility and impact studies involving computerized analyses of project cash flows and/or impacts on public agencies and landowners. He has assumed project management responsibilities for several dozen Assembly Bill ("AB") 1600 DIF justification studies, including recent studies prepared on behalf of the Cities

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of Blythe, Coachella, Colton, Desert Hot Springs, Fontana, Live Oak, Paso Robles, Perris, Red Bluff, San Luis Obispo, Torrance, and Tustin and the Counties of Colusa, Riverside, and Santa Barbara. He has also handled the preparation of over 100 fiscal impact studies utilized by public agencies to determine the impact of new development or annexations on a municipality

Mr. Taussig was previously employed for 6 years by Mission Viejo Company ("MVC") where, as the Manager of Housing and Community Development, he was involved in the planning and financing of two planned communities encompassing over 50,000 homes. Mr. Taussig handled a substantial portion of MVC's mortgage and infrastructure financing during that period. He also worked for 5 years in the public sector as the Administrator of a Federal housing and community development program and as a Land Use Planner. Mr. Taussig's educational background includes a master's degree in city planning from the University of California at Berkeley and B.A. in economics from Cornell University. He received full certification from the American Institute of Certified Planners in

Mr. Taussig and the firm are a registered Municipal Advisor with the SEC/MSRB. He holds a Series 54 license as a Principal Municipal Advisor and Series 50 license as a Municipal Advisor under regulations promulgated by the SEC and MSRB. Even after 45 years of experience in the industry, to this day, he continues to seek innovative answers to the industry's biggest questions and contributes to the development of public finance and development-related legislation. In addition, he is an active member of the Urban Land Institute's ("ULI's") National Council for Public-Private Partnerships ("NCPPP") and advocates and facilitates the formation of public-private partnerships at Federal, state, and local levels.

Kuda Wekwete

Managing Director | Kuda@FinanceDTA.com Project Role - Project Manager

Since joining DTA in 2005, Mr. Wekwete has been involved in all aspects of the formation and implementation of special districts to fund infrastructure and services, as well as the sale of over \$300 million in CFD bonds, across many states and cities, including the States of Florida, Texas, and South Carolina. His work has involved the preparation of tax spreads and overlapping debt analyses for the formation and/or sale of bonds for over 175 special districts established throughout California. In this role, Mr. Wekwete has prepared Rates and Methods of Apportionment ("RMAs"), CFD and Engineer's Reports, and documents required for



Mr. Wekwete has been actively involved in the preparation of dozens of fee studies, especially in the area of transportation infrastructure costing, and apportionment of these costs over various land use types based on benefit the formation of CFDs, sale of property, and annual levying of special taxes. He has also been responsible for preparing PFFPs involving CFDs and other public finance mechanisms.

In addition, Mr. Wekwete has been actively involved in the preparation of dozens of fee studies, especially

in the area of transportation infrastructure costing, and apportionment of these costs over various land use types based on benefit criteria. His engineering background has enabled him to assist DTA's Vice President of Engineering Services in applying a variety of apportionment methodologies to the development of fee studies and establishment of Benefit ADs for public sector clients.

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Mr. Wekwete's recent work on DIF studies has included engagements for the Cities of Colton, Desert Hot Springs, Fontana, Paso Robles, Perris, and Torrance and the Counties of Riverside, San Bernardino, San Luis Obispo, and Santa Barbara, among others.

Mr. Wekwete also has experience in the preparation of Fiscal Impact Reports ("FIRs"), tax increment analyses, and PFFPs and has performed due diligence services and developed disclosure documentation for land purchasers, public agencies, and lenders.

Mr. Wekwete received his B.S. and M.S. in operations research and industrial engineering from Cornell University and Columbia University, respectively. <u>He also holds a Series 50 license as a registered Municipal Advisor with the SEC/MSRB under rules promulgated following the Dodd-Frank Act in 2010.</u>

Richard Ruiz, Jr. Manager | Richard@FinanceDTA.com Project Role – Assistant Project Manager



Mr. Ruiz has a background in econometrics and industrial organization. Since joining DTA, he has been involved in the formation and administration of numerous CFDs, ADs, and LLDs throughout California and several other states, including Florida, North Carolina, Texas, and Utah. His responsibilities related to these projects have included the development of tax spread proforma analyses and preparation of overlapping debt analyses. In addition, while at DTA, he has participated in a variety of projects, including fiscal and economic

impact studies for cities and counties throughout California, school district rezoning projects, city/county annexation projects, user fee calculations, and living wage analyses.

Mr. Ruiz also has extensive experience working on the preparation of DIF justification studies for cities and counties in California and numerous other states, **including Arizona**, **Arkansas**, **Florida**, **and South Carolina**. His responsibilities during the impact fee justification and apportionment analysis process for each respective project include the preparation of capital improvement and

public facilities needs lists, data collection, the development and modification of the DIF Report model, the production of a written report, and interactions with city, county, and district staff and key stakeholders. **Mr. Ruiz' recent work on DIF**

Mr. Ruiz has extensive experience working on the preparation of DIF justification studies from coast to coast, which allows him to support clients in implementing best practices.

studies in California has included engagements for the Cities of Chino Hills, Colton, Coronado, Cypress, Daly City, Desert Hot Springs, Fontana, Fowler, Inglewood, Ione, Manteca, Mammoth Lakes, Norco, Palo Alto, Perris, San Jose, Soledad, Torrance, Upland, Victorville, and Yucaipa and the Counties of San Luis Obispo and Santa Barbara, among others, in addition to the El Dorado Hills Fire Department. East coast projects include Pickens County, South Carolina, City of Fayetteville, Arkansas, City and County of El Paso, Texas, City of Riviera Beach, Florida, and Hillsborough, County, Florida.

Prior to joining DTA, Mr. Ruiz spent 14 years with an energy economics consulting firm that focused on economic and market research studies, mergers and acquisitions analyses, market entry research strategies, and economic due diligence projects for companies seeking equity funding. He has a

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degree in economics from California State University at Long Beach with a concentration in public finance. Notably, Mr. Ruiz is a member of the American Water Works Association ("AWWA") and has the experience and work history of understanding and applying the best practices of AWWA and Water Environment Federation ("WEF") in rate studies. He is also a Professional Member with the Institute of Transportation Engineers ("ITE").

Steve Runk, P.E.

Vice President, Engineering Services | <u>Steve@FinanceDTA.com</u> Project Role – Engineer (State License Number C23473 – California Registered Civil Engineer)

Mr. Runk has over 45 years of experience in the design and construction management of major civil engineering projects, including roadways, bridges, sewer and water improvements, and flood control facilities, grading for public works projects, and construction of commercial and industrial buildings. Mr. Runk's specific responsibilities have included design, quality control, specifications, estimates, construction bid packages, construction coordination and management, cost analyses and cost control, scheduling, manpower



forecasting, staffing, and marketing. He has also assisted public agencies and developers in the procurement of funding from the California Department of Transportation ("Caltrans") and other Federal and state agencies. Mr. Runk has provided engineering services to municipalities across many states and cities, including the States of Arizona, Arkansas, Florida, New Mexico, and South Carolina.

Mr. Runk has a proven track record of meeting schedules and adhering to budgets. Since joining DTA in 2000, he has worked with local agencies to resolve community issues and negotiate scope

Mr. Runk specializes in preparing assessment apportionment formulas and fee studies for roads, storm drains, and water and wastewater facilities.

changes with contractors to ensure the timely and satisfactory completion of construction projects. He has also acted as the Project Manager for the establishment of ADs and preparation of numerous AB 1600 DIF justification studies. Mr. Runk

specializes in preparing assessment apportionment formulas and fee studies for roads, storm drains, and water and wastewater facilities. He has been involved in preparing needs lists and apportioning facilities costs for many of DTA's AB 1600 studies, including those in the Cities of Anaheim, Brawley, Coachella, Chino Hills, Hesperia, Paso Robles, San Luis Obispo, Tustin, and Victorville, as well as the County of San Bernardino and a number of water districts, including the San Gorgonio Pass Water Agency. He was also closely involved in DTA's previous work as the AB 1600 consultant for the County of Riverside.

Prior to joining DTA, Mr. Runk, as the Senior Construction Manager for Holmes & Narver, Inc., successfully completed the construction of the SR-41 Freeway in Fresno County, which was the County's first Measure "C" sales tax-funded freeway. Prior to this project, Mr. Runk successfully completed the construction of the SR-71 Freeway in Chino/Chino Hills, California. This \$98 million project was the first Measure "M" sales tax-funded project for the San Bernardino Associated Governments ("SANBAG"). Mr. Runk's responsibilities on both projects included contract management, quality control, public relations, cash flow analyses, project closeout, and compliance with Federal and State funding requirements.

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Previously, Mr. Runk held positions with various public and private engineering entities in which he delivered projects requiring a wide variety of engineering expertise. He holds a B.S. in engineering from the University of California at Los Angeles and an M.S. in civil engineering from California State University at Long Beach. Mr. Runk is a registered Civil Engineer in the State of California.

Hector Perez

Senior Manager | <u>Hector@FinanceDTA.com</u> Project Role – Task Specialist



Hector Perez has significant senior management experience in municipal government, health care, resource development, and the private and public sectors. For instance, he has experience with assessing and resolving community development issues, such as capital projects, water/wastewater capacity, sports complexes, traffic impacts, and neighborhood expansions. Mr. Perez has directed strategic planning and financial management responsibilities, budgeting strategy for facilities, technology, and capital

expenditures for medium to larger organizations, including public agencies with operating budgets of \$400 million and 3,000 employees. He has supervised construction projects that have included

architects, construction companies, space planners, scheduling consultants, and engineers while providing day-to-day budget direction and management.

Mr. Perez has extensive experience working with municipal government staff members and departments (including countywide operations), volunteers, community activists, regulatory agencies, and elected officials.

Mr. Perez also has extensive experience working with municipal government staff members and departments (including countywide parks and recreation operations), volunteers, community activists, regulatory agencies, elected officials, and law enforcement. He has worked with numerous Sheriff's Offices to achieve deputy staffing levels, inventory modernization, and neighborhood coverage throughout a comprehensive Sheriff's budget. In addition, Mr. Perez worked for a large county in Florida supporting the administration and commissioners with growth management issues, such as roadway expansion, building permits, and related DIFs. He is responsible for projects in Florida, North Carolina, Texas, South Carolina, and the Southeast consisting of impact fees, PIDs, Special Assessment Districts, and their administration for developers and cities/counties.

Mr. Perez has a bachelor's degree from Florida State University and a graduate certificate in non-profit management and innovation from the Sykes Graduate Business School at the University of Tampa. In addition, he completed the Certified Financial Planning Course Program at North Carolina State University. Notably, Mr. Perez is a member of AWWA and has the experience and work history of understanding and applying the best practices of AWWA and WEF in rate studies.

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5 APPROACH

All work to be completed will satisfy the requirements of Florida Statutes 163.31801 (the "Florida Impact Fees Act"). Notably, DTA has a comprehensive understanding of this legislation and has recently utilized it to establish nexus in fee studies for Hillsborough County and the City of Riviera Beach. In 2022, DTA updated the City of Rivera Beach's DIF study. The purpose of the study was to evaluate the existing fee levels and recommend appropriate fee justification methodologies and new fee levels with a legally supportable analysis based on current and projected demographics. The fees reviewed and updated included Fire and Rescue, Police, Public Buildings, Library, Parks, and Roads. Of specific concern to the City was the introduction of a new piece of legislation (HB 337) which was passed in June of 2021 and implemented retroactively to January 1, 2021. This new law placed limits on increases to impact fees and provided specific limitations on the amount by which a local government may increase its impact fees.

These limitations include the following:

- Impact fees may only be increased once every 4 years;
- Impact fees may be increased by no more than 50%;
- Increases between 25% and 50% must be phased-in over 4 years in four equal installments;
 and
- Increases less than 25% must be phased-in over 2 years in two equal installments.

The law also changed the current Florida Impact Fees Act by imposing a narrower definition of how impact fees are defined. In addition, HB 337 requires the Chief Financial Officer of the City to attest annually by affidavit that, to the best of his/her knowledge, all impact fees were collected and expended in compliance with the spending period provision in the local ordinance or resolution and that impact fee funds were used only to acquire, construct, or improve specific infrastructure needs. DTA was able to successfully work with the City Attorney to make sure that the DIFs generated in the study were in compliance with HB 337. **The updated fee study was presented to the City Council and approved unanimously in December 2022**.

A Project Management Services

DTA's client contact and interaction continue beyond the basic deliverables. DTA is a customer and community-centric firm committed to excellence, quality products, and an open and interactive communication environment. We employ these practices in the workplace, in cities, counties, and towns, and with the many clients that we have served for 39 years. DTA realizes that every client, like every person, is a distinct entity best understood and served in a direct and collaborative manner.

DTA serves clients in small towns, medium-sized cities, and larger municipalities. Our service philosophy is three-pronged: we strive to know our customers, understand the communities we're privileged to serve, and always provide the best care, advice, and products. At DTA, we also understand that every project is different, and every outcome is special to our team. Our values of accountability, integrity, and excellence underly all work performed.

DTA has assembled an experienced and capable team with expertise in each unique element of study requested by the County. As such, a key objective for this project will be to complete all tasks

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of the project within the agreed-upon budget and schedule. Time and time again, DTA has proven its ability to adhere to contract agreements and understand the importance of good project management. A number of key strategies employed for all of DTA's clients are listed below:

- Reviewing prior studies and effectively managing data requests and data gathering/consolidation;
- Ensuring key stakeholder input is received prior to writing any reports, so work need not be duplicated;
- Leveraging technology to request and track information from various sources and stakeholders;
- Setting up standing conference calls (i.e., weekly, bi-weekly), in addition to scheduled meetings with County staff in order to stay on track with tasks and deliverables and discuss critical project elements; and
- Preparing internal report drafts for County staff review and discussion on conference call(s).

DTA utilizes the software application Vision to track project expenditures. This program is always available to DTA's employees and provides detailed project information ranging from the execution of the contract to completion of the project. To manage this contract effectively in terms of team performance, schedule compliance, and budget adherence, Mr. Wekwete, DTA's Project Manager, will utilize these tools:

- Bi-weekly assignment checklists throughout the life of the contract to ensure each task remains on schedule by utilizing proper staffing assignments.
- Consistent communication with County staff via e-mail, telephone, and in-person meetings, as needed
- Weekly budget review to ensure no budget overruns occur. DTA's customized accounting system will enable us to track the expenditures to date each week and ensure budget compliance.
- Regular meetings with County staff to discuss progress and any issues and receive guidance.

At DTA, all our multidisciplinary team members come from diverse backgrounds, and we put people first. We pride ourselves on developing strong relationships with our clients and working closely with them to understand the big picture and goals they want to achieve as a result of our engagement, as well as how DTA's work may impact other initiatives both now and in the future. We understand that public finance isn't only about raising funds to pay for infrastructure or services. Public finance is about ensuring that communities can thrive by assessing what the best solution is for the community as a whole and what will help the community reach and sustain infrastructure growth goals.

DTA brings a practical perspective combined with real-world experience in working with municipalities, which gives us the ability to understand and communicate with all stakeholders throughout the process. Regarding our engagement approach, we will work closely with County leadership to engage with property owners, business owners, and community leaders to understand any issues or pressure points, as well as what is envisioned for the future.

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Finally, DTA will provide independent and objective work products. Our firm regularly reviews legal opinions, regulations, and statutes that impact or modify public finance-related case law. Thus, DTA is committed to providing deliverables that reflect the most current developments in public finance and real property law.

B Project Approach

DTA would provide all-inclusive professional and technical support to the County in developing a conceptual project scope and reviewing any existing County DIF studies related to General Plans, Specific Plans, the Capital Facilities and Comprehensive Plan, and the Capital Improvements Plan, in addition to preparing a comprehensive review of required impact fee levels documented in the formal Nexus Study prepared under the Florida Impact Fees Act and HB 337. DTA's Final Report would present a fee methodology that satisfies the "rational nexus" tests used by the courts to determine the legality of development exactions. Having been subjected to legal and developer scrutiny, DTA has developed a streamlined approach and methodology that establishes a rational and substantial nexus between new development and the need for public facilities.

In determining a reasonable nexus for each specific type of public facility, DTA will utilize one or more of the methodologies discussed below depending upon the data and other information available from the County and its current infrastructure policies. All the fee methodologies employ the concept of an Equivalent Dwelling Unit ("EDU") to allocate benefit among various land use classes. EDUs are a means of quantifying different land uses in terms of their equivalence to a residential dwelling unit, where equivalence is measured in terms of potential infrastructure use or benefit from each type of public facility. For many types of facilities, EDUs are calculated based on the number of residents or employees generated by each land use class. For other facilities, different measures, such as the number of service calls, quantity of trip miles, or amount of storm water run-off, more accurately represent the benefit provided to each land use class. Transportation facilities typically demand EDU calculations predicated on a per unit or per trip basis. The three types of fee methodologies used by DTA to establish EDUs for a public facility within a typical Florida Impact Fees Act-compliant study are based on either an existing Infrastructure Plan, a predetermined capacity amount, or a generic standard.

Plan-Based Fees: The first method of apportioning fees is based on a "Plan," such as a Master Plan of Facilities, that identifies a finite set of improvements. These Facilities Plans generally identify a finite set of facilities needed by the public agency and are developed according to assessments of facilities needs prepared by staff and/or outside consultants and adopted by the public agency's legislative body. With this plan-based approach, specific costs can be projected and assigned to all land uses planned in the future, often with a specific time period in mind that reflects new development projections. In preparing an impact fee analysis, facilities costs can be allocated in proportion to the amount of demand caused by each type of future development. It works well when it is difficult to measure the actual service needed by a land use type or where capacity cannot be directly related to demand. These plan-based fees are typically per unit assessments. This type of plan-based approach is generally preferable to the two other approaches to cost allocation listed below, but it does require the existence of a Facilities Plan, which is not always available.

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Capacity-Based Fees: A second method of fee assessment is based on the "capacity" of a service or system, such as a water tank or a sewer plant. This kind of fee is not dependent on a particular Land Use Plan (i.e., amount or intensity), but rather it is based on a rate or cost per unit of capacity that can be applied to any type of development as long as the system has adequate capacity. This type of fee is useful when the costs of the facility or system are unknown at the outset, but it requires that the amount of capacity used by a particular land use type be measurable or estimable. Capacity-based impact fees are assessed based on the demand rate per unit.

Standard-Based Fees: A third method of assessing fees is based on "standards" where costs are based on units of demand. This method establishes a generic unit cost for capacity, which is then applied to each land use per unit of demand. Parks are an excellent example of this type of fee structure. For example, a municipality may find that it currently provides five acres of parkland per thousand residents, which it may then require of all new residential development. Thus, this standard is not based on cost but rather on a standard of service. This methodology provides several advantages, including not needing to know the cost of a specific facility, identifying how much capacity or service is provided by the current system, or having to commit to a specific size of facility.

In preparing its analysis, DTA will apply one or more of these three methodologies to each facility type to generate applicable fee levels. However, the results of our quantitative analysis will be tempered by real-world factors to be at least considered by the County prior to the adoption of revised fee levels.

C Proposed Scope of Services

Work products stemming from the work plan described in this section will include a memorandum ("memo") detailing the findings and methodologies of the growth analysis, a memo summarizing the fee methodology options, and the Draft and Final Reports. **DTA shall perform all requested tasks and does not anticipate employing subconsultants for any portion of this engagement**.

Task 1 - Development of Project Strategy and Kickoff Meeting

DTA staff will meet with County staff in a project kickoff meeting to finalize the details of the project, deliverables, timetables, and tasks, discuss the fee methodologies and best practices, identify needed information (i.e., reports, project/needs lists, stakeholder groups, data, etc.), prepare the final schedule, discuss the public process, and resolve other concerns, as appropriate.

Task 2 - Develop Population and Dwelling Unit Projections

DTA will compile and document existing and future population, planning, and development estimates for the County. The projections resulting from this task will ultimately calculate fee levels. At this stage, DTA will evaluate County resources, influences, all factors affecting the existing Fee Study, and pertinent impact fee(s) as outlined by the County (including Fire, EMS, Law Enforcement, Transportation, and Parks and Recreation Fees). This task comprises four subtasks.

2A **Population Projections**: DTA will gather existing information on present and future population for the County from various sources, including staff, the General Plan, the Capital Facilities and Comprehensive Plan, existing Master Plans, the Capital Improvements Plan, Service Area Maps, the U.S. Census, the Florida Department of Transportation, University of Florida Bureau of Economic and Business Research, the Florida Department of Financial

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Services, and from other data sources, as needed.

- 2B Conduct Entitlement Research and Projections: DTA will coordinate with County staff to determine existing and future residential and non-residential development within the County over the planning horizon. To complete this subtask, DTA will review the General Plan/Capital Improvements Plan and related plans to determine expected development land use patterns in the County, assess County records to identify existing entitlements for dwelling units and commercial/industrial development, and project the number of new dwelling units and commercial/industrial development based on existing entitlements and population projections for the next 20 years, or such other target year as selected by County staff
- 2C **Review Current County Fee Structure**: DTA shall review and summarize the County's current development fee structures, County policies and procedures, and other regulatory requirements affecting potential fee structures and revenue program requirements.
- 2D **Review Prior County Fee Justification Studies**: DTA shall review the approach and methodology utilized in prior County fee justification studies so they can be evaluated in light of the County's current needs.

Task 3 - Review Facility/Capital Needs and Levels of Service

This task entails the review of the facilities and capital needs required to serve new development in the study area projected in Task 2. DTA will use existing County materials (and any relevant reports) as base documents and focus our effort on updating this information.

For any fee program to be comprehensive in its scope, it is necessary to complete a thorough identification and review of all the facilities that will be impacted by additional growth, including those already discussed in the General Plan or Capital Improvements Plan. This task will require close coordination with all appropriate County departments.

- 3A **Survey/Interview County Staff**: DTA shall survey/interview County staff to review projected facilities in the County, along with major equipment needs, the timing at which improvements will be needed, and any physical data that would assist in developing the costs estimated below in Subtask 3C. Based upon the results of the surveys and interviews, DTA will verify and, if appropriate, expand the list of new facilities found in the General Plan or Capital Improvements Plan to be included within the fee program for the County.
- 3B **Facilities List**: Based on the information collected in Subtask 3A, DTA shall prepare a facilities needs list that details the new facilities and equipment to serve new development in the County.
- 3C **Review Cost Estimates:** DTA's engineering and technical staff will, as necessary, consult with County department heads and/or engineering staff or equivalent to ascertain and understand in-house cost data for existing and projected facilities and equipment, review and/or refine existing cost data, examine major sources of revenue to fund the construction of new public facilities, and provide a proportional estimate between projected costs for new facilities and estimated revenue from mitigation fees and other sources.

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Task 4 - Growth Analysis

DTA will analyze current and anticipated growth forecasts and the CIPs for the County. We shall provide a determination as to whether the current and anticipated future growth of the County is proportionately funding the additional infrastructure needed to accommodate it with existing revenue sources. The analysis shall include detailed explanations of the findings and methodologies used to make the determination.

Deliverable: Memo Detailing the Findings and Methodologies of the Growth Analysis

Task 5 - Develop Methodology for Calculating New Fee Amounts

This task entails developing the methodology used to establish the fee amount for each fee component to the extent appropriate. There are two critical issues that must be considered in developing a fee program. The fee program must generate revenues in a timely manner and the methodology must meet the nexus or benefit requirements of the Florida Impact Fees Act and HB 337. It is critical that any fee established be legally defensible.

DTA's Fee Study methodology must meet the nexus or benefit requirements of the Florida Impact Fees Act, which requires that there be a nexus between the fees imposed, use of the fees, and development projects on which the fees are imposed. Furthermore, there must be a relationship between the amount of the fee and cost of the improvements. Implicit in these requirements is a stipulation that a public agency cannot impose a fee to cure existing deficiencies in public facilities or improve public facilities beyond what is required based on the specific impacts of new development. The benefit methodology established in this task will be documented in the Final Report.

DTA will recommend a Fee Expenditure Plan to ensure that projects can be fully funded and implemented within any required time limits for expenditures of such funds and possible flexibility to allow collected fees to be used to provide the County with a match for grant applications. Finally, the memo will include recommendations for methodology and next steps. Upon review and discussion by County staff, a methodology will be selected.

Deliverable: Memo Summarizing the Fee Methodology Options

Task 6 - Determine Fee Levels

This task entails calculating the fee amounts based upon the dwelling unit and commercial/industrial development projections completed in Task 2, facilities needs and costs determined in Task 3, and methodology selected in Task 5.

- 6A Calculate Recommended Fee Amounts: DTA shall calculate fees for the County by inputting the data compiled under the preceding tasks and computing each fee to be levied. This work will be done in a spreadsheet format that can be updated annually. DTA will also evaluate this data in comparison to surrounding and comparable counties so as to arrive at comparable and acceptable fee levels.
- 6B **Document Fee Derivation**: DTA shall document the methodology utilized for the fee calculation model that can be understood by the County and public. DTA shall prepare written statements documenting the validity of the methodology for deriving each of the

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fees for the County. These statements will be made to meet the requirements of the Florida Impact Fees Act, including HB 337, and documented in the Final Report discussed below.

Task 7 - Prepare Draft and Final Reports

This task entails the preparation of the Draft and Final Reports for consideration by the County Commission and County staff. **DTA shall prepare and submit to County staff a minimum of three draft and status reports (30%, 60%, and 90% completion) of the Impact Fee Study**.

- 7A Prepare Draft Report for Comments: Based on the work completed in Tasks 1-5, DTA will prepare the Draft Report for review and consideration by County staff. The Draft Report will be prepared under the standards of the Florida Impact Fees Act (including HB 337) and is expected to include an executive summary, population projections, a facilities and improvements list, areas of benefit (if applicable), fee calculations, recommended fee levels, and the suggested process for keeping fees current. The report shall also contain full fee schedule tables showing input data and interim calculation results, as well as abbreviated fee schedule tables.
- 7B **Prepare Final Report**: Based on the incorporation of County staff comments on the Draft Report, DTA will prepare the Final Report for presentation to the County Commission and County staff.

Deliverables: Draft and Final Reports

Task 8 - Outline Tasks Required for the Implementation and Administration of the Fee Program

DTA will prepare a list of tasks required of the County once they have adopted their new fee program. These tasks include the determination of actual fee levels if the County decides not to impose the maximum fee levels allowed under the Fee Study, the implementation of the fee credit program, and other issues the County may face when carrying out the fee program. In addition, DTA shall prepare a Draft Ordinance to adopt the fee program, subject to review and approval by the County's legal counsel.

Deliverable: Draft Ordinance

Task 9 - Attend Meetings and Public Outreach

This task entails attendance at a total of five (5) in-person meetings/workshops with County staff, focus groups, stakeholders, and the County Commission to present information regarding the status of the impact fee program update, draft study, and Final Report to obtain input. DTA will also be prepared to lead meetings and workshops with selected groups to gain better project understanding, gauge community sentiment, and determine the key objectives. During these meetings, DTA will consider community and stakeholder input. For this purpose, DTA will develop handouts for these meetings that summarize the findings and analysis from the Public Review Draft.

DTA staff shall also schedule standing conference calls (i.e., weekly or bi-weekly) with County staff to stay on track with tasks and deliverables.

Jefferson County, FL Proposal for an Impact Fees Study



D Project Timeline

DTA's typical schedule of tasks for a DIF program/Fee Study is outlined below. Given the County's desired project timeline, this timeline of events can and will be completed within the proposed time frame according to the County's specifications. **Notably, the firm shall provide** ongoing communication, education, and outreach throughout the duration of the project. DTA is able to begin work with minimal notice.

Table 5: Proposed Schedule

Task	Description	Weeks 1 to 5	Weeks 6 to 9	Weeks 10 to 13	Weeks 14 to 18	Weeks 19 to 22	Weeks 23 to 25	Week 26
1	Development of Project Strategy and Kickoff Meeting							
2	Develop Population and Demographic Projections							
3	Review Facility/Capital Needs and Levels of Service							
4	Growth Analysis							
5	Develop Methodology for Calculating New Fee Amounts							
6	Determine Fee Levels and Generate Cash Flow Analysis							
7	Prepare Draft and Final Reports							
8	Outline Tasks Required for the Implementation and Administration of the Fee Program, Including the Preparation of a Draft Ordinance							
9	Attend Four (4) Additional In-Person Meetings and Virtual Meetings, Plus Regular Virtual Meetings for Bi-Weekly Updates							
Ongoing	Communication, Education, and Outreach of Project							

Jefferson County, FL Proposal for an Impact Fees Study



REQUIRED FORMS, DOCUMENTS, AND CERTIFICATIONS

6 REQUIRED FORMS, DOCUMENTS, AND CERTIFICATIONS

The following forms have been fully filled out and signed by a person with authority to bind the firm and are enclosed hereto:

- · Letter of Reference;
- Indemnification and Hold Harmless Statement;
- Public Entity Crimes Sworn Statement;
- Equal Employment Opportunity/Affirmative Action Statement;
- Drug Free Workplace Certification;
- Conflicts of Interest Disclosure;
- Non-Collusion Affidavit;
- Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements;
- List of Proposed Subcontractors;
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions;
- E-Verify Certification;
- Insurance Certification; and
- · Comments on Proposed Contract.

Jefferson County, FL Proposal for an Impact Fees Study February 12, 2024 21

RFP 2024-02 Impact Fees Study

FORM 3

	REFERENCE FORM
Proposer Name: DTA	
Proposers are required to submit with they have provided similar services attachment to provide the required to submit with the services attachment to provide the requirement.	h their Proposals three (3) letter of reference, with which as requested in this solicitation. Vendors shall use this lired reference information. The Board of County right to contact all references during this RFQ and make a lect to review or challenge.
FORME	ER CLIENTS and Project Description
Company Name:	City of Anaheim
Address:	200 South Anaheim Blvd., Suite 276, Anaheim, CA 92805
Contact Name:	Debbie Moreno, Finance Manager
Alternate Contact Name:	Rudy Emami, Public Works Director
Phone:	(714) 765-5195
Email:	DMoreno@Anaheim.net
Description of Work:	Update of the City's DIF Program
Service Dates:	1990-Present
Company Name:	City of San Jose
Address:	200 East Santa Clara Street, San José, CA 95113
Contact Name:	Rebekah Ross, Planner IV
Alternate Contact Name:	N/A
Phone:	(408) 793-4186
Email:	Rebekah.Ross@SanJoseCA.gov
Description of Work:	Park Impact Ordinance and Parkland Dedication Ordinance Fees
Service Dates:	June 2021-Present
Company Name:	City of Fowler
Address:	128 South Fifth Street, Fowler, CA 93625
Contact Name:	David Peters, City Engineer
Alternate Contact Name:	N/A
Phone:	(559) 299-1544 x111
Email:	DavidPeters@Peters-Engineering.com
Description of Work:	Impact Fee Program Update
Service Dates:	February 2019-November 2020
Authorized Signature:	
Title: Chief Executive Officer	

RFP 2024-02 Impact Fees Study

FORM 4 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its offices and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed:

Name:

Kelly Wright

Title:

Chief Executive Officer

Firm:

DTA

Address: 2202 N. West Shore Blvd., Suite 200, Tampa, FL 33607

RFP 2024-02 Impact Fees Study

FORM 5 SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1.	This sworn statement is submitted to Jefferson County Board of County Commissioners	
By:	Kelly Wright, Chief Executive Officer	
- / -	[print individual's name and title]	
for_	DTA	
	[print name of entity submitting sworn statement]	
whos	e business address is: 2202 N. West Shore Blvd., Suite 200, Tampa, FL 33607	
and (if applicable) its Federal Employer Identification Number (FEIN) is . 33-0171945	
(If the	entity has no FEIN, include the Social Security Number of the individual signing this sworn statement). N/A N/A	
2.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, mean violation of any state or federal law by a person with respect to and directly related to the transaction business with any public entity or with an agency or political subdivision of any other state or of the Unit States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrufraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.	of ted olic
3.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statut means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guin any federal or state trial court of record relating to charges brought by indictment or informati after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or no contendere.	ilt, on
4.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:	
	a. A predecessor or successor of a person convicted of a public entity crime: or	
	b. An entity under the control of any natural person who is active in the management of the entiand who has been convicted of a public entity crime. The term "affiliate" includes those office directors, executives, partners, shareholders, employees, members, and agents who are active the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for from market value under an arm's length agreement, shall be a prima facie case that one person control another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.	rs, in ng air ols
5.	I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natur person or entity organized under the laws of any state or of the United States with the legal power to ent	al er

into a binding contract and which bids or applies to bid on contracts for the

RFP 2024-02 Impact Fees Study

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

 Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.] 	
X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.	
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.	
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]	
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM. (Signature)	
Sworn to and subscribed before me this day of, 2022.	
Personally knownOR Produced identification (Type of identification)	
NOTARY PUBLIC	
Notary Public - State of	
My commission expires:Printed, typed, or stamped commissioned name of notary public	
types, or stampes commissioned name of notary public	
14	

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
State of California County of ORANGE	
Subscribed and sworn to (or affirmed) before me on this 7 day of FEBRUARY , 20 24, by KELLY WRIGHT	
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. EDNA P. GARRETT Notary Public - California Orange County Commission # 2363276 My Comm. Expires Jun 29, 2025	
(Seal) Signature	

RFQ 2024-02 Impact Fees Study

FORM 6 EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

- The contractors and all subcontractors hereby agree to a commitment to the principles
 and practices of equal opportunity in employment and to comply with the letter and spirit
 of federal, state, and local laws and regulations prohibiting discrimination based on race,
 color, religion, national region, sex, age, handicap, marital status, and political affiliation
 or belief.
- 2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:
Name: Kelly Wright

Title: Chief Executive Officer

Firm: DTA

Address: 2202 N. West Shore Blvd., Suite 200, Tampa, FL 33607

RFP 2024-02 Impact Fees Study

FORM 7 DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR	DTA	TITLE Kelly Wright, Chief Executive Office
AUTHORIZED	SIGNATURE	DATE 2/7/24

RFP 2024-02 Impact Fees Study

FORM 8 CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Jefferson County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director,	Employee or Agent that is also an Officer or Employee of Jefferson Count
N/A	
	ployee that owns 5% or more in Respondent's firm:
N/A	
Kelly Wright	Kullar
DTA DTA	
Company	
27/24	
Date	

RFP 2024-02 Impact Fees Study

FORM 9 NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes, and says:

1.	Commissioners, Jeffe	e with the knowledge and intent that it is to erson County, Florida and that it will be ro may give to and any action it may take with	elied upon by said County, in any
2.	The undersigned is a	uthorized to make this Affidavit on behalf o	f,
		DTA	
	(Name of Corporatio	n, Partnership, Individual, etc.)	
	a , Corporation	formed under the laws of	California
	(Type of Bus	iness)	(State or Province)
	of which he is .	Chief Executive Officer	
		(Sole partner, president, etc.)	
3.	else to the knowledg favorable action for t	ned nor any other person, firm or corporation ge of the undersigned, have themselves so his Proposal by the County, also that no hea rson County, Florida is directly interested th	licited or employed anyone else to solicit d of any department or employee therein,
1.	Paragraph 2 has not c firm or corporation, t from bidding, and hi communication or co proposals of any othe are true; and furthe Paragraph 3, has din	The state of the s	ctly or indirectly with any bidder or person, r person, firm or corporation, shall refrain ly, sought by agreement or collusion, or stion, to fix the prices of said proposal or the proposal or proposals described above on, firm or corporation named above in tal or the contents thereof, or divulged
AKEN,	SWORN AND SUBSCRIE	BED TO BEFORE ME thisday of	2022.
ersona	ally Knownor F	roduced Identification	
ype of	Identification		
		No	tary Public
		(Print Type or Stamp Commis	signed Name of Notary Public)

	er officer completing this
	the identity of the individual nent to which this certificate
s attached, and not th	e truthfulness, accuracy, or
alidity of that docume	nt.
State of California	
County of ORANGE	
Subscribed and sworn	to (or affirmed) before me on this 7
lay of FEBRUARY	to (or affirmed) before me on this 7 , 20_24, by KELLY WRIGHT
proved to me on the ba	asis of satisfactory evidence to be the
erson(s) who appeare	ed before me.
EDNA P. GARI Notary Public - C	alifornia 👢
Orange Cou Commission # 2	2363276
My Comm. Expires J	un 29, 2025
Seal)	Signature

RFP 2024-02 Impact Fees Study

FORM 10 ETHICS CLAUSE

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Signature	2 7 24 Date
Kelly Wright	DTA
Name of Authorized Individual	Name of Company/Organization
	2202 N. West Shore Blvd., Suite 200, Tampa, FL 33607
	Address of Company/Organization

RFP 2024-02 Impact Fees Study

FORM 11 LIST OF PROPOSED CONTRACTORS AND SERVICES TO BE PERFORMED

Subcontract 1	
Name:	
City/State/Zip	N/A
Services to Perform and Percentage:	
Subcontract 2	
Name:	
City/State/Zip	
Services to Perform and Percentage:	
Subcontract 3	
Name:	
City/State/Zip	
Services to Perform and Percentage:	
Subcontract 5	
Name:	
City/State/Zip	
Services to Perform and Percentage:	
Subcontract 6	
Name:	
City/State/Zip	
Services to Perform and Percentage:	
Subcontract 7	
Name:	
City/State/Zip	
Services to Perform and Percentage:	

RFP 2024-02 Impact Fees Study

FORM 12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, PRIMARY COVERED TRANSACTIONS

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3)	No subcontract will be issued for this project to any party which is debarred or suspended from eligibility
	to receive federally funded contracts.
	Kitan

Chief Executive Officer
Title
DTA
Contractor/Firm

2202 N. West Shore Blvd., Suite 200, Tampa, FL 33607

Address

RFP 2024-02 Impact Fees Study

FORM 13 E-VERIFY COMPLIANCE CERTIFICATION

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the 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; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this RFQ regarding e-Verify Compliance.

SIGNATURE:

NAME: Kelly Wright

TITLE: Chief Executive Officer

DATE: 25

Please note we are unable to comply with this requirement pursuant to California Assembly Bill No. 622 for any existing employees. If necessary and upon request, we shall utilize the E-Verify system for all new employees providing services pursuant to the Contract during the term of the Contract.

RFP 2024-02 Impact Fees Study

FORM 14 REQUIRED INSURANCE POLICY ENDORSEMENTS AND DOCUMENTATION

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Jefferson County, Florida, its Officers, employees, and volunteers) General Liability & Automobile Liability

Primary and not contributing coverage-General Liability & Automobile Liability

Waiver of Subrogation (Jefferson County, Florida, its officers, employees, and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box: Coverage is in place X

Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all the above insurer information is true and

Kelly Wright Name

Title

Chief Executive Officer

(Company Risk Manager or Manager with Risk Authority)

RFP 2024-02 Impact Fees Study

FORM 15 COMMENTS ON PROPOSED CONTRACT

*Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The County's acceptance of comments does <u>not</u> guarantee any revision to the contract documents. Comments not included on this form WILL NOT be considered. Please indicate NONE or NA if there are no comments on the proposed contract documents.

Comments on Proposed Contract

Contract Provision at Issue

Section 6.1.1, "Indemnification": "CONSULTANT shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (Including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its subCONSULTANT, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence."

Objection by Bidder

Text with a strikethrough indicates language we are requesting be removed and the text in red indicates language we'd like added in its place. Our proposed language would require that DTA covers any claims related to our negligence, rather than having us be liable for any and all claims wherein we did not make a mistake.

Suggested Resolution

Section 6.1.1. "Indemnification": "CONSULTANT shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action. liabilities, penalties, forfetures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising-out-of-or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising-out-of resulting from the scope of CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its subCONSULTANT's, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence."

RFP 2024-02 Impact Fees Study

FORM 15 COMMENTS ON PROPOSED CONTRACT

*Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The County's acceptance of comments does <u>not</u> guarantee any revision to the contract documents. Comments not included on this form WILL NOT be considered. Please indicate NONE or NA if there are no comments on the proposed contract documents.

Comments on Proposed Contract

Contract Provision at Issue

Section 25.1, "Ownership of Documents": "CONSULTANT shall be required to cooperate with the COUNTY and other CONSULTANTs relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONSULTANT is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONSULTANT."

Objection by Bidder

This supplemental language has been requested to provide us with adequate trade secret protection. We have developed our computer models over the past 39 years and the formulas inherent in the models are proprietary. However, the ultimate work product itself belongs to the County.

Suggested Resolution

tWe'd like to request the addition of the following phrase to the end of Section 25.1, "Ownership of Documents": "Notwithstanding the above, computer software (including without limitation financial models, compilations of formulas and spreadsheet models), prepared by CONSULTANT are Instruments of Service of CONSULTANT and shall remain the property of CONSULTANT. CONSULTANT shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto."



Board of County Commissioners Agenda Request

Date of Meeting: March 21, 2024

Date Submitted: March 17, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager

Heather Encinosa, County Attorney

Subject: Approval of Interlocal Agreement with Sheriff Concerning

Emergency Management

Statement of Issue:

This agenda item requests Board approval of a Tourist Development Grant Agreement with North Florida Wildlife Center.

Background:

Pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, the legislature authorized local governments to cooperate on the basis of mutual advantage to provide services and facilities to the public through interlocal agreements. Section 252.38, Florida Statutes proclaims that the County, as a political subdivision of the State of Florida, has an innate responsibility to safeguard the life and property of its citizens. The County, pursuant to Section 125.0l(l)(p), Florida Statutes, may enter into agreements with other governmental agencies within or outside the boundaries of the county for joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions. Through Interlocal Agreement dated June 3, 2021, the County delegated to the Sheriff normal operations of the County's Division of Emergency Management.

Analysis:

Through annual audit, the County was advised that funds relating to emergency management were not properly budgeted. Amendment to the Interlocal Agreement is necessary to clarify that the County has access to the accounts of the funds related to the operations of the County Division of Emergency Management and ensure that expenditures of the same are made pursuant to the County's Purchasing Ordinance and that contracts are properly approved by the Board of County Commissioners.

Options:

- 1. Approve Interlocal Agreement with Sheriff Concerning Emergency Management
- 2. Do Not Approve Interlocal Agreement with Sheriff Concerning Emergency Management
- 3. Board Direction.

Approval of Interlocal Agreement with Sheriff Concerning Emergency Management March 7, 2024 Page 2

Recommendation:

Option #1

<u>Attachments:</u>
Interlocal Agreement with Sheriff Concerning Emergency Management

EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT

THIS AGREEMANT, is made by and between Jefferson County, a political subdivision of the

State of Florida, located at 1 Courthouse Circle, Rm. 10, Monticello, Florida (hereinafter referred to as the COUNTY), and Alfred Mac McNeill, as Sheriff of Jefferson County, Florida, a County Constitutional Officer of the State of Florida, a/k/a the Jefferson County Sheriff's Office, is located at 171 Industrial Park, Monticello, Florida (hereinafter referred to as the SHERIFF);

WHEREAS, the County desires to transfer and SHERIFF agrees to accept the job functions and equipment of the Jefferson County Division of Emergency Management;

NOW THEREFORE, for and in consideration of the mutual terms, covenants, and conditions herein contained to be complied with by the COUNTY and the SHERIFF, both parties hereto contract and agree as follows:

- The County agrees to delegate and the SHERIFF agrees to accept the responsibilities and requirements for the job functions and equipment of the Jefferson County Division of Emergency Management. Such functions shall include, but not be limited to, emergency preparedness and other such related functions as may be agreed to by the COUNTY and the SHERIFF;
- The COUNTY and the SHERIFF agree that the Jefferson County Division of Emergency
 Management shall operate under the direction of the SHERIFF consistent with Chapter 252,
 Florida Statutes.
- 3. The COUNTY and the SHERIFF agree that the Director of the Jefferson County Division of Emergency Management shall be appointed in accordance with Chapter 252, Florida Statutes;
- 4. The COUNTY and the SHERIFF agree that the Director of Jefferson County Division of Emergency Management shall report to the SHERIFF for normal operation. However, the Director will report directly to the COUNTY in time of an emergency or disaster declared under Chapter 252, Florida Statutes.
- The COUNTY and the SHERIFF agree that all employees of the Jefferson County Division of Emergency Management shall be employees of the SHERIFF and be subject to the SHERIFF'S personnel rules and regulations therein.
- 6. The COUNTY and the SHERIFF agree that the SHERIFF shall assume responsibility as Fiscal Agent for all operating costs associated with the Jefferson County Division of Emergency Management;
- 7. The COUNTY and the SHERIFF agree that the SHERIFF shall be responsible for the submission of all grant documentation and related reimbursement expenses to the State of Florida and/or to the appropriate Federal Agencies in accordance to applicable statutes, rules and regulations;
- 8. The COUNTY and the SHERIFF agree that this Agreement may be terminated by either party upon sixty (60) days written notice to the other party.
- 9. The COUNTY and the SHERIFF agree that this Agreement shall commence on And shall run in perpetuity unless terminated in accordance with #8 above.
- 10. The COUNTY and the SHERIFF agree that this Agreement shall survive political elections regardless of the makeup of the COUNTY and the SHERIFF;

EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT

- 11. Any notices required under this Agreement shall be the COUNTY, c/o The Board of County Commissioners, 1 Courthouse Circle, Rm. 10, Monticello, Florida 32344 and to the SHERIFF, Alfred Mac McNeill, Jefferson County Sheriff's Office, 171 Industrial Park, Monticello, Florida 32344.
- 12. The COUNTY and the SHERIFF agree that to the extent allowed by the Constitution and the laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28 the COUNTY hereby agree to indemnify, defend, save, and hold harmless the SHERIFF from all claims, demands, liabilities, and suits arising out of, because of, or due to any negligent act of the COUNTY, its agents, or employees arising out of the Emergency Management Interlocal Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the SHERIFF for his negligence of breach of contract, or that of his agents or employees. That to the extent allowed by the Constitution and the laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, The SHERIFF liabilities, and suits arising out of this Emergency Management Interlocal Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the COUNTY for its negligence or breach of contract, or that of its agents or employees.

EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT

EMERGENCY MANGEMENT AGREEMENT to be ex	nto set their hands and seals and have caused this ecuted, effective thisday of
JEFFERSON COUNTY, FLORIDA	JEFFERSON COUNTY SHERIFF'S OFFICE
BY: Woelde Stephen Walker, Chairman Board of County Commissioners 1 Courthouse Circle, Rm 10 Monticello, Florida 32344 DATE: 6/3/2021	Alfred Mac McNeill, Sheriff Jefferson County Sheriff Office 171 Industrial Park Monticello, Florida 32344 DATE: 6/2/202 (
ATTEST: KIRK REAMS, CLERK OF THE COURT JEFFERSON COUNTY, FLORIDA	APPROVED AS TO RORM: JEFFERSON COUNTY ATTORNEY'S OFF.
DATE: 6 3 202	DATE: 6(3/2021

Board of County Commissioners Agenda Request

Date of Meeting: March 7, 2024

Date Submitted: February 19, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager

Heather Encinosa, County Attorney

Subject: Approval of North Florida Wildlife Center Tourist Development

Grant Agreement

Statement of Issue:

This agenda item requests Board approval of a Tourist Development Grant Agreement with North Florida Wildlife Center.

Background:

The Tourist Development Tax is a hotel tax on short-term rentals in Jefferson County. Visitors pay the tax on every short-term rental of a hotel, motel, bed and breakfast, or other short-term lodging within Jefferson County. The current rate of the Tourist Development Tax is 3%.

On June 15, 2023, the Board adopted Ordinance No. 2023-03 amending the Tourist Development Plan to provide for a percentage of the funds to benefit the North Florida Wildlife Center (NFWC). Following approval of the amendment to the Tourist Development Plan and prior to the adoption of a budget for Tourist Development Tax revenues for 2023-2024, the Chamber of Commerce, on behalf of the County, and former Clerk to the Board, Kirk Reams, paid NFWC \$8,500. At its meeting held January 17, 2024, the Board of County Commissioners approved a budget for expenditure of funds generated by the Tourist Development Tax including an \$8,500 grant for improvements to NFWC. NFWC has proposed construction of an Americans with Disabilities Act (ADA) compliant wheelchair ramp to make the Gift Shop and Restrooms of the NFWC located at 1386 Cook Road, Lamont, FL 32336 accessible for all visitors. (the "Project").

Analysis: The Tourist Development Grant Agreement provides for NFWC to build the Project and to provide the County with itemized invoices describing expenditures paid with grant funds, statistical information, including but not limited to, visitor demographics, gift shop sales, website traffic and social media engagement, and an annual financial report and annual programmatic report describing progress toward program outcomes and detailing expenditures signed by the Executive Director of the NFWC. In addition, approval of the agreement will ratify the expenditure of grant funds already disbursed under direction of the Chamber of Commerce and the former Clerk.

Options:

Approval of North Florida Wildlife Center Tourist Development Grant Agreement March 7, 2024

Page 2

- 1. Approve North Florida Wildlife Center Tourist Development Grant Agreement
- 2. Do Not Approve North Florida Wildlife Center Tourist Development Grant Agreement
- 3. Board Direction.

Recommendation:

Option #1

Attachments:

North Florida Wildlife Center Tourist Development Grant Agreement

AGREEMENT FOR NORTH FLORIDA WILDLIFE CENTER FUNDING

This AGREEMENT is made and entered into on the effective date below by and between JEFFERSON COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and NORTH FLORIDA WILDLIFE CENTER, INC, a 501(c)(3) non-profit organization (the "NFWC").

- WHEREAS, the County finds that educating and entertaining the public is an essential component of promoting a tourist destination; and
- WHEREAS, wildlife centers and zoological parks meaningfully engage the needs and interests of our visitors; and
- **WHEREAS**, the NFWC has the qualifications, experience and resources to provide such services to Jefferson County visitors, including visitors of different abilities; and
- **WHEREAS**, the County determines it would be in the best interest of its visitors to support the NFWC for the purposes set forth herein.
- **NOW, THEREFORE,** in consideration of the above and mutual covenants contained herein, the County and the NFWC agree as follows:
- **Section 1. Recitals.** The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.
- **Section 2. Statement of Work.** The Project is the construction of an ADA compliant wheelchair ramp more particularly described in the plans and estimates set forth in EXHIBIT A attached hereto and incorporated herein. The Project will make the Gift Shop and Restrooms at the NFWC located at 1386 Cook Road, Lamont, FL 32336, ADA compliant.
- **Section 3. Compensation and Invoices.** In consideration for completing the work described above the County agrees to pay the NFWC an amount not to exceed EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00) for work rendered between February 1, 2024, and December 31, 2024, and as set forth in EXHIBIT A. Compensation shall be documented as follows:
 - a. Itemized invoices describing expenditures paid with County funds consistent with the plans and estimates set forth in EXHIBIT A.
 - b. Statistical information, including but not limited to, visitor demographics, gift shop sales, website traffic and social media engagement shall be provided to the County.
 - c. An annual financial report and annual programmatic report describing progress toward program outcomes and detailing expenditures signed by the Executive Director shall be delivered prior to the expiration of the term of the Agreement.

The NFWC is authorized to shift expenses among line items so long as the total amount is not exceeded. Failure to provide the requisite documentation for payment by December 31, 2024 shall result in repayment to the County of County funds.

Compensation may be reduced as necessary in the event of a storm or other occurrence that results in decreased visitation and consequently a significant decrease in tourist development tax revenue.

In the event a portion of an invoice submitted to the County for payment to the NFWC, as specified above, is disputed, the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

If County funds are provided for the purchase of a capital item meaning property of a non-consumable nature with a value of \$1,000 or more and normal expected life of one (1) year or more, then the proceeds from subsequent disposal of such capital item (e.g. sale, trade-in, auction) shall be refunded to the County. The County shall retain the right of first refusal prior to the NFWC's disposal of any capital item funded pursuant to this Agreement.

- **Section 4. Non-Appropriation of Funds.** Notwithstanding anything contained in this Agreement to the contrary, in the event the funds appropriated by the County through this Agreement are insufficient to pay the costs of this Agreement, the Agreement shall terminate on the last fiscal quarter period for which appropriations were received, without penalty or expense to the County of any kind whatsoever. The County will immediately notify the NFWC of such occurrence. Notwithstanding the foregoing, the restrictive covenants of this paragraph are limited to the Jefferson County Tourist Development Council Trust Fund, and nothing herein shall be applied to the General Fund or any other special fund controlled by the County.
- **Section 5. Independent Contractor.** It is mutually agreed that the NFWC is and shall remain an independent contractor and is not an employee or agent of the County.
- **Section 6. Effective Date and Term of Agreement.** This Agreement shall be effective on the date signed by the last party below (the "Effective Date"), and shall remain in effect until December 31, 2024, unless earlier terminated by either party in accordance with the provisions contained in this Agreement.
- **Section 7. Termination.** Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party of its intent to terminate this Agreement.
- **Section 8. Audit.** The County shall have the right from time to time at its sole expense to audit the compliance by the NFWC with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.
- **Section 9. Public Records.** The NFWC shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by the NFWC in conjunction with this Agreement.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS AT JEFFERSON COUNTY PUBLIC RECORDS CUSTODIAN 445 W. Palmer Mill Road, Monticello, FL 32344 smetty@jeffersoncountyfl.gov.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the work and service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Section 10. Indemnification & Insurance. To the fullest extent permitted by law, the NFWC shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the NFWC and other persons employed or utilized by the NFWC in the performance of this Agreement.

NFWC shall furnish the County with Certificates of Insurance. The certificate holder shall be as follows:

Jefferson County 445 W. Palmer Mill Road Monticello, Florida 32344

County will be added as Additional Insured on all policies, except workers compensation. All policies, including workers compensation, will have a waiver of subrogation. The insurance required shall be written for not less than the following limits unless law requires higher amounts:

1. Workers Compensation

State Statutory

Employers Liability \$500,000 each accident

2. Business Automobile \$1 million each occurrence

(Combined Single Limit)

3. Commercial General Insurance \$1 million each occurrence

(Combined Single Limit)

4. Professional Liability \$1 million each occurrence

(Combined Single Limit)

5. Personal Injury and Advertising \$1 million each occurrence

(Combined Single Limit)

Section 11. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.

Section 12. Legal Fees. If any legal action is brought by either party relating to this Agreement, the prevailing party shall be entitled to reimbursement by the other party of its reasonable attorneys' fees and costs.

Section 13. Governing Law and Venue. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Jefferson County, Florida.

Section 14. Severability. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

Section 15. Federal Requirements. During the performance of this Agreement, the parties shall comply with the Federal Regulations as set forth in EXHIBIT B, which is expressly incorporated herein as part of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the NFWC and the County have been duly authorized to enter into this Agreement which their proper officers have caused to be executed and their seals to be affixed hereunder on the dates indicated below, the latter of which dates shall be the Effective Date.

NORTH CENTER, I	FLORIDA	WILDLIFE	JEFFERSON COUNTY, FLORIDA		
Ryan Reines	5		J.T. Surles		
Executive D			Chairman, Board of County Commissioners		
Date:			Date:		
			ATTEST:		
			Jason Welty Ex Officio Clerk to the Board		
			APPROVED AS TO FORM:		
			Heather J. Encinosa, Esq. County Attorney		

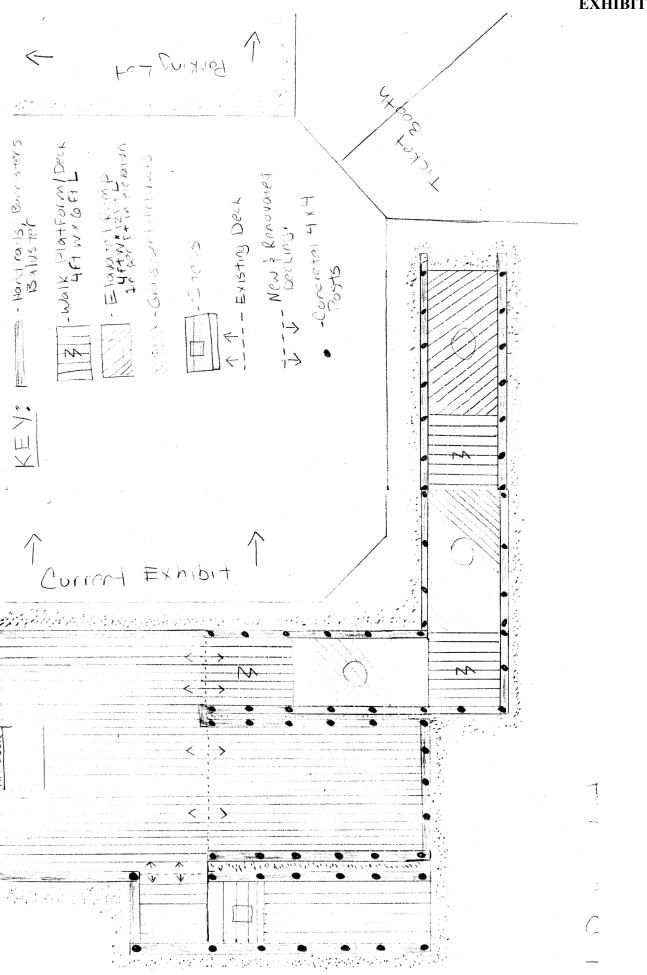


EXHIBIT A

Passmore Estimate

WOOD SIZE	QUANTITY	PRICE	TOTAL
2in x 4in x 8ft	70	\$5.08	\$355.60
2in x 6in x 12ft	45	\$10.78	\$485.10
4in x 4in x 10ft	44	\$14.98	\$659.12
5/4in x 6in x 12ft	122	\$10.78	\$1,315.16
2in x 4in x 12ft	6	\$8.08	\$48.48
HARDWARE			
1/2in bolt 8in	2 @ 25 pieces	\$72.49	\$144.98
1/2in trq washer	2 @ 25 pieces	\$15.17	\$30.34
3in deck screws	2 @ 365 pieces	\$35.57	\$71.14
1/2 flat washer	1 @ 50 pieces	\$15.53	\$15.53
1/2 nut	1 @ 50 pieces	\$19.86	\$19.86
MATERIALS			
concrete 60lb	105	\$4.61	\$484.05
		SUPPLY TOTAL	\$3,629.36
		LABOR	\$5,250
		GRAND TOTAL	\$8,879.36

Title VI Clauses for Compliance with Nondiscrimination Requirements Compliance with Nondiscrimination Requirements

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

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - a. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three

- (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
- c. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of
 - a. Enrollment in the E-Verify program; or
 - b. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.
 - d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee

- i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- ii. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- iii. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for
 - i. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - ii. Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

Board of County Commissioners Agenda Request

Date of Meeting: March 21, 2024

Date Submitted: March 17, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager

Evan Rosenthal, Deputy County Attorney

Subject: Recission of Florida Recreation Development Assistance Grant

(FRDAP) Agreement No. A2038 Between the County and FDEP

Statement of Issue:

This agenda item requests the Board rescind Florida Recreation Development Assistance Grant (FRDAP) Agreement No. A2038 between the County and FDEP (the "FRDAP Grant"), as the County is unable to complete the project before the grant deadline.

Background and Analysis:

In September 2021, the County received the FRDAP Grant in the amount of \$50,000 from FDEP for certain improvements to the Jefferson County Horse Arena, including new concrete pads for picnic tables, bleachers, and picnic tables. The grant agreement was signed by former County Clerk Kirk Reams, who is also listed as the County's grant manager for the project. The grant funds were awarded on a reimbursement basis.

The FRDAP Grant requires completion of the project by April 30, 2024. As the County is unable to complete the project by this deadline, staff is requesting Board approval to inform FDEP that it will not be able to complete the project and rescind the grant.

Options:

- 1. Direct the County Manager to take the Necessary Steps with FDEP to Rescind Florida Recreation Development Assistance Grant (FRDAP) Agreement No. A2038
- 2. Do Not Direct the County Manager to take the Necessary Steps with FDEP to Rescind Florida Recreation Development Assistance Grant (FRDAP) Agreement No. A2038
- 3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Florida Recreation Development Assistance Grant (FRDAP) Agreement No. A2038

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Standard Grant Agreement

This Agreement is entered into be	tween the Parties name	ed below, pursuant to Section	n 215.971, Florida Stat	utes:
1. Project Title (Project): Agreement Number:		mber:		
	Florida Department o nmonwealth Bouleva	f Environmental Protectio	on,	
	mnonweatth Bouleval see, Florida 32399-300			(Department)
Grantee Name:	sec, 1 1011da 32377-300	00	Entity Type:	
			J Jr	
Grantee Address:			FEID:	
				(Grantee)
3. Agreement Begin Date:			Date of Exp	piration:
4. Project Number:		Project Location	on(s):	
(If different from Agreement Number)			
Project Description:				
5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Ap	opropriations:	Amount per Source(s):
5. Total Timount of Tunding.	☐ State ☐ Federal	Tiwara no of Eme term rip	propriations	r miount per source(s).
	☐ State ☐ Federal			
	☐ Grantee Match			
		Total Amount of Funding +	Grantee Match, if any:	
6. Department's Grant Manager		Grantee's Grant I	·	
Name:				
	or succes			or successor
Address:		Address:		
Phone:		Phone:		
Email:		Email:		
7. The Parties agree to comp	ly with the terms and	d conditions of the following	ing attachments and e	xhibits which are hereby
incorporated by reference:				
☐ Attachment 1: Standard Terms		cable to All Grants Agreeme	ents	
☐ Attachment 2: Special Terms a	nd Conditions			
☐ Attachment 3:				
☐ Attachment 4: Public Records	•			
Attachment 5: Special Audit Ro				
☐ Attachment 6: Program-Specifi				
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with \$215.985, F.S.				
☐ Attachment 8: Federal Regulati		al)		
☐ Additional Attachments (if necessary):				
☐ Exhibit A: Progress Report For				
☐ Exhibit B: Property Reporting				
☐ Exhibit C: Payment Request Summary Form				
☐ Exhibit D: ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo				
		ea Memo		
☐ Additional Exhibits (if necessar	ry):			

DEP Agreement No. Rev. 6/20/18

8. The following information applies to Federal G	Frants only and is identified in accordance with 2 CFR 200.331(a)(1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A
IN WITNESS WHEREOF, this Agreement shall last date signed below, whichever is later.	be effective on the date indicated by the Agreement Begin Date above or the
	GRANTEE
Grantee Name	
_	
By	D . 0
(Authorized Signature)	Date Signed
Print Name and Title of Person Signing	
State of Florida Department of Environmental Pr	rotection DEPARTMENT
Ву	
Secretary or Designee	Date Signed
Print Name and Title of Person Signing	
☐ Additional signatures attached on separate page.	

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD TERMS AND CONDITIONS APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. <u>Order of Precedence.</u> If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. 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. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
 - A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
 - This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. <u>Acceptance Process.</u> All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. <u>Corrective Action Plan</u>. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, 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 Department or steps taken by Grantee shall preclude 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 Department as requested by Department's Grant Manager.
- iii. 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 Department may result in termination of the Agreement.

8. Payment.

- a. <u>Payment Process.</u> Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. <u>Taxes.</u> The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. <u>Maximum Amount of Agreement</u>. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. 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 Reference Guide for State Expenditures, which can be accessed at the following web address:
 - https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.
- e. <u>Invoice Detail.</u> All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. <u>Interim Payments.</u> Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. <u>Final Payment Request.</u> A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. <u>Annual Appropriation Contingency</u>. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. <u>Interest Rates.</u> All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <u>www.myfloridacfo.com/Division/AA/Vendors/default.htm</u>.
- j. <u>Refund of Payments to the Department.</u> Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. <u>If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.</u>
- 9. Documentation Required for Cost Reimbursement Grant Agreements and Match.
- If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:
- a. <u>Salary/Wages.</u> Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to 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 (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by 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 Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. <u>Travel.</u> All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. <u>Direct Purchase Equipment.</u> For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. <u>Rental/Lease of Equipment.</u> Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. <u>Miscellaneous/Other Expenses</u>. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. <u>Land Acquisition.</u> Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. <u>Insurance Requirements for Sub-Grantees and/or Subcontractors.</u> The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. <u>Deductibles.</u> The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. <u>Proof of Insurance.</u> Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. <u>Duty to Maintain Coverage</u>. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. <u>Insurance Trust.</u> If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. <u>Termination for Convenience.</u> When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. <u>Termination for Cause.</u> The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

- obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. <u>Grantee Obligations upon Notice of Termination.</u> After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. <u>Continuation of Prepaid Services</u>. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. <u>Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement.</u> If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property;
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: 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, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/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.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. <u>Public Entity Crime</u>. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. <u>Discriminatory Vendors</u>. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. 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.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) 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 the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

- a. <u>Inspector General</u>. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. <u>Physical Access and Inspection</u>. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and.
- iii. 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.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, 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.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. <u>No Commingling of Funds.</u> 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, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by 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 Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. 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.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department 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. 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.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Terms and Conditions AGREEMENT NO. A2038

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Jefferson County Horse Arena Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. <u>Reimbursement Period.</u> The reimbursement period for this Agreement begins when the final party signs the Agreement (the "effective date") and ends on the Project Completion Date. Only authorized Pre-Agreement expenses may be reimbursed outside of this period.
- b. Extensions. There are no extensions available for this Project.
- c. <u>Service Periods.</u> Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. <u>Compensation.</u> This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. <u>Invoicing</u>. Invoicing will occur after approval of the final delivereable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category		
		Salaries/Wages		
		Overhead/Indirect/General and Administrative Costs:		
\bowtie		a. Fringe Benefits, which shall be calculated at the rate of 40% of direct		
	Ц	salaries.		
		b. Indirect Costs, which shall be calculated at the rate of 15% of direct		
		costs.		
\boxtimes		Contractual (Subcontractors)		
		Travel, in accordance with Section 112, F.S.		
		Equipment		
\boxtimes		Rental/Lease of Equipment		
\boxtimes		Miscellaneous/Other Expenses		
		Land Acquisition		

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000

Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000

Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

ATTACHMENT 3

GRANT WORK PLAN

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: Jefferson County Horse Arena Improvements Grantee Name: Jefferson County Board of Commissioner

FRDAP Project # A22038

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 2729 W. Washington Street, Monticello, Florida 32344-5963 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

□ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor (June 2, 2021).

 \boxtimes This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2024.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

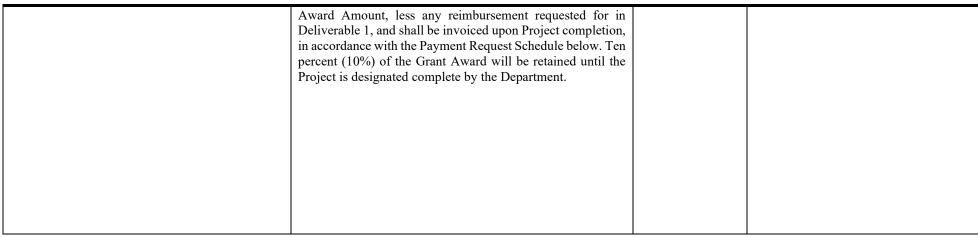
Maximum Grant Award Amount:	\$50,000.00
Required Grantee Match Amount:	\$0
Total Estimated Project Cost:	\$50,000.00
Match Ratio:	0%

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FRDAP_FY21-22

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences		
TASK 1	DELIVERABLE 1				
1.A. Development of Commencement Documentation Checklist (DRP-107) ¹ .	The Department will issue "Notice to Commence" upon receipt and approval of:	180 calendar days after Execution of	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department		
1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107)	Agreement ²	may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.		
	1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).				
	Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.				
	The Grantee may not proceed with development of the Project until Notice to Commence has been issued.				
TASK 2	DELIVERABLE 2				
2.A. Development of Primary and Support Project Elements, which includes: New concrete pads for picnic tables, aluminum	The Grantee may request reimbursement upon Department receipt and approval of:	Due April 30, 2024, which shall also be the Project	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be		
bleachers and picnic tables	2.A. Development of required Project Elements.	Completion Date ³	made for unsatisfactory or incomplete work. In addition, a Task may be		
2.B. Development of Completion of Documentation Checklist (DRP-111).	2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)		terminated for Grantee's failure to perform.		
2.C. Completion of Final Status Report (DRP-109).	2.C. Final Status Report (DRP-109).				
	The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant				

DEP Agreement No.: A2038, Attachment 3, Page 2 of 3 FRDAP_FY21-22



Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

- 1. FRDAP documentation is available at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
- 2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
- 3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

DEP Agreement No.: A2038, Attachment 3, Page 3 of 3 FRDAP FY21-22

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Public Records Requirements

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.
- 2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.
 - For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:
- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Audit Requirements

(State and Federal Financial Assistance)

Attachment 5

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 agreement) to the recipient (which may be referred to as the "Recipient", "Grantee" or other name in the 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 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, 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 (CFO) 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 2 CFR §200.330

- 1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. 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 in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
- 2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
- 3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, 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 federal entities.
- 4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

BGS-DEP 55-215 revised 12/14/2020

PART II: STATE FUNDED

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

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the 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(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), 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 \$750,000 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.myflorida.com/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 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient <u>directly</u> to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

BGS-DEP 55-215 revised 12/14/2020

By Mail:

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/facweb/

- 2. 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 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:

Auditor General Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. 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 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (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 **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

revised 12/14/2020

EXHIBIT - 1

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

Note: If the <u>resources</u> awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

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

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each

federal program and show total state resources awarded for matching.

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

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State				CSFA Title		State
Program		State	CSFA	or		Appropriation
A	State Awarding Agency	Fiscal Year ¹	Number	Funding Source Description	Funding Amount	Category
Original Agreement	General Appropriations Act Line Item 1692A – Fixed Capital Outlay Florida Recreation Development Assistance Grants from Florida Forever Trust Fund	2021-2022	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

Total Award \$50,000.00 Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department

for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PROGRAM SPECIFIC REQUIREMENTS

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence." Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. The Grantee may alter a conceptual site plan only after written approval by the Department.

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

- **6.** The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:
- a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

- i. <u>Pre-Agreement Expenses</u>. Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
- 7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. <u>Project Costs</u>. The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- 1. Cost Limits. Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
- **8.** The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
- **9.** The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

- a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (https://floridadep.gov/parks/florida-outdoor-recreation-inventory).

10. Site Dedication.

- a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
- b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. <u>Site Inspections</u>. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. <u>Non-Compliance</u>. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. <u>Public Accessibility</u>. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. <u>Native Plantings</u>. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.

Florida Department of Environmental Protection



Exhibit A Land and Water Conservation Fund Program Florida Recreation Development Assistance Program Project Status Report

Required Signatures: Adobe Signature Adobe Signature						
Project Name:	Project Num	nber:				
Identify primary and support recreation are PROVIDE PHOTOS OF WORK IN PROPERTY PRIMARY FACILITIES/ELEMENTS:		primary facilities).				
Project Elements	777	% Completed				

SUPPORT FACILITIES/ELEMENTS:				
Project Elements		Work Accomplished		% Completed
PROBLEMS ENCOUNTERED:				
Pariod Cayanad (Charle Ammanuista Pariod)	□ Io	ayong theoreh Amile	Due Mey 5th	
Period Covered (Check Appropriate Period):	☐ Jar ☐ Ma ☐ Sej	nuary through April: ay through August: ptember through December:	Due May 5 th Due September 5 th Due January 5 th	
LIAISON:				
Signature		Date		

Page 2 of 2

DRP-109 (Effective 05-22-2015)



Florida Department of Environmental Protection

EXHIBIT C PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature Date: _____ Project Name and Number Grantee Billing Period: Billing #: DEP Program: DEP Division: **Project Costs This Billing Cumulative Project Costs Contractual Services** DRP-116 **Grantee Labor** DRP-117 **Employee Benefits** % of Salaries) **Direct Purchases: Materials & Supplies** DRP-118 **Grantee Stock** DRP-120 **Equipment** DRP-119 Land Value **Indirect Costs** (15% of Grantee Labor) TOTAL PROJECT COSTS **CERTIFICATION:** I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports. **Project Administrator Date CERTIFICATION:** I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) DEVELOPMENT PROJECT BUDGET DETAIL

Project Name:	
Grantee Name:	 _

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements listed below and submittal of all Deliverables and required documentation identified in the table below. Completion Documentation required prior to Reimbursement Request.

Project Tasks, Deliverables and Required Documentation

Task #1:	Amount of Costs	Amount of Costs	Deliverables and Documentation To
Development	to be Paid with	to be Paid with	Be Submitted Upon Completion
-	Grant Funds	Grantee Match	And Before Reimbursement Can Be
of:	Grant runds	Grantee Match	
			Approved
(List each Primary project	Provide Budget	Provide Budget	
<u>element)</u>	Detail	Detail	
			Project Completion Certification
			Final as-built site plan
			Florida Recreation and Parks
			Inventory Form
			Color Photographs of Project
			e sast e sastegampan e sa
			Notice of Limitation of Use
			Boundary Survey

(List each Support project element)		
*All work will be completed in accordance with the approved plans.		
TOTALS:	\$ \$	

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program (FRDAP); approved plans and application approved for funding.