BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING AGENDA
June 18, 2024 at 6:00 PM
Gadsden County Board of County Commissioners Chambers Edward J. Butler Governmental Complex
9-B East Jefferson Street Quincy

Agenda Items

Call to Order, Invocation and Pledge of Allegiance

Invocation
Pledge of Allegiance

Amendments and Approval of Agenda

Request to be added under *Awards, Presentation and Appearances*:
1a. Presentation on Coping Connections
(Jackie Robinson)

Request to be added under *General Business*:
12a. Approval of Gadsden County Bicentennial Cycling Event Agreement with TopView Sports

12b. Proposed Lease Agreement with Neighborhood Medical Center

Awards, Presentations and Appearances

1. Proclamation Pretrial, Probation and Parole Supervision Week
(Gadsden County Board of County Commissioners)

1a. Presentation on Coping Connections
(Jackie Robinson)

Consent

2. Ratification Memo
(Clerk of Court)
Ratification Memo.pdf

3. BOCC Meeting/Workshop Minutes:
a. May 21, 2024, Regular BOCC Meeting

20240521 BOCC MeetingMIN_unbound.pdf

4. Approval to renew Digital Service Grant Agreement with the State of Florida Department of Management Services
(Edward J. Dixon, County Administrator / Kembrew Jackson, Information Technology Director)
Digital Service Grant.pdf

5. Approval of Traffic Signal Maintenance Agreement with the State of Florida Department of Transportation
(Edward J. Dixon, County Administrator / Curtis Young, Public Works Director)
Traffic Signal Maintenance Agreement Updated 6.18.2024.pdf

6. Approval of Adopt–A–Road Agreement with Alpha Kappa Alpha Sorority Inc. Tau Theta Omega Chapter
(Edward J. Dixon, County Administrator / Curtis Young, Public Works Director)
Adopt-A-Road Agreement.pdf

7. Approval of 2023 Statewide Mutual Aid Agreement between the State of Florida Division of Emergency Management and Gadsden County, Florida
(Edward J. Dixon, County Administrator / Tashonda Whaley, Emergency Management Director)
Statewide Mutual Aid Agreement.pdf

8. Approval of Florida Humanities Summer Reading Grant
(Edward J. Dixon, County Administrator / Tabitha Washington, Director of Library Services)
Florida Humanities Summer Reading Grant.pdf

9. Approval of Dollar General Foundation Grant
(Edward J. Dixon, County Administrator / Tabitha Washington, Director of Library Services)
Dollar General Foundation Grant.pdf

10. Re-Appointments to the Quincy-Gadsden Airport Authority (QGAA)
(Edward J. Dixon, County Administrator)
Re-appointment to the QGAA.pdf

11. Approval to Award ITB 24-06 Rebid W.S. Stevens COVID Shelter to Graybelle Construction, LLC., and Approval to Negotiate the Contract
(Edward J. Dixon, County Administrator)
ITB 24-06 Rebid COVID Shelter.pdf

12. Approval of the Agreement for Gadsden County Professional Architectural Consulting Services with Hammond Design Group, LLC.
(Edward J. Dixon, County Administrator)
Architectural Consulting Agreement_Hammond Design Group, LLC.pdf

Items Pulled for Discussion

Citizens Requesting to be Heard on Non-Agenda Items (3-Minute Limit)

The Gadsden County Board of County Commissioners welcomes and encourages public participation at all meetings of the Board. Citizens are free to speak for up to three (3) minutes on non-agenda items. Public comments and participation are also encouraged for items on the agenda.

Additionally, if you are unable to attend a meeting in person, comments from the Public can also be submitted via email to CitizensToBeHeard@gadsdencountyfl.gov until noon on the date of the meeting. Comments submitted after the deadline, but prior to the meeting, will be added to the official record, but the County cannot guarantee that Commissioners and staff will have adequate time to review comments prior to the meeting.

Citizens are further encouraged to participate on the County's website at www.gadsdencountyfl.gov.

Public Hearing

General Business

12a. Approval of Gadsden County Bicentennial Cycling Event Agreement with TopView Sports
(Edward J. Dixon, County Administrator)
Gadsden County Bicentennial Bike Race.pdf

12b. Proposed Lease Agreement with Neighborhood Medical Center
(Edward J. Dixon, County Administrator / Clayton Knowles, County Attorney)
Proposed Lease Agreement with NMC.pdf

Clerk of Court

13. Updates
(Nicholas Thomas, Clerk of Court)

County Administrator

14. Updates
(Edward J. Dixon, County Administrator)

County Attorney

15. Updates
(Clayton Knowles, County Attorney)

Discussion Items by Commissioners

16. Commissioner Eric F. Hinson, District 1

Commissioner Kimblin E. Nesmith, J.D., District 3

Commissioner Brenda A. Holt, District 4

Commissioner Alonzetta Simpkins, District 2

Commissioner Ronterious Green, District 5

Motion to Adjourn

Receipt and File

Nicholas Thomas

Gadsden County, Florida

Clerk of the Circuit Court

Clerk of the County Court

Clerk to the Board of County Commissioners
County Recorder
County Auditor

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: NICHOLAS THOMAS, CLERK

RE: RATIFICATION OF APPROVAL TO PAY COUNTY BILLS

DATE: June 4, 2024

Please ratify your approval for the payment of County bills as reflected in the warrant vouchers listed below:

Accounts Payable Dated: June 5, June 14

Payroll Dated: June 13

Ph. (850) 875-8601
FAX (850) 875-8612

Website: www.gadsdenclerk.com
Email: clerkofcourt@gadsdenclerk.com

P.O. Box 1649
Quincy, FL 32353-1649

AT A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON MAY 21, 2024 AT 6:00 P.M., THE FOLLOWING PROCEEDING WAS HAD, VIZ:

Present:
Ronterious Green, Chair, District 5
Alonzetta Simpkins, Vice-Chair, District 2
Eric Hinson, District 1
Kimblin NeSmith, District 3
Brenda Holt, District 4
Edward J. Dixon, County Administrator
Clayton Knowles, County Attorney
Adriana Quijada, Deputy Clerk

Call to Order, Invocation and Pledge of Allegiance

Chair Green called the meeting to order at 6:01 p.m. Chair Green provided invocation and led into the Pledge of Allegiance to the U.S. Flag.

Amendments and Approval of Agenda

Mr. Dixon stated he had no amendments to the agenda and stated item 13 was not approval of the sale on that property; the potential asker had been told no a number of times and they have asked to bring it before the board.

Commissioner Holt appeared at 6:03 p.m.

Chair Green stated he would like to table item 12 due to having a brief conversation and would like to do more of an in-depth conversation as it related to the individual occupying the residence.

CHAIR GREEN MADE A MOTION TO TABLE ITEM 12 AND COMMISSIONER NESMITH MADE THE SECOND. THE BOARD VOTED 4-0 TO APPROVE.

COMMISSIONER HOLT MADE A MOTION TO APPROVE THE AGENDA AS AMENDED AND COMMISSIONER NESMITH MADE THE SECOND. THE BOARD VOTED 4-0 TO APPROVE.

Awards, Presentations and Appearances

Mr. Dixon presented the proclamation below.

Commissioner Hinson appeared at 6:05 p.m.

1. **Proclamation Recognizing EMS Week**
   Chair Green presented the proclamation to the EMS staff.

   Chief Hood gave his thanks and presented his staff.

2. **Proclamation Recognizing Public Works Week**
   Commissioner NeSmith presented the proclamation to the Public Works staff.

3. **Recognition of Pat Durden**
   Commissioner Simpkins presented the recognition to Pat Durden.

4. **Recognition of Dr. Henry Grant**
   Commissioner Hinson presented the recognition to Dr. Henry Grant.

CONSENT

COMMISSIONER HOLT MADE A MOTION TO APPROVE THE CONSENT AGENDA AND COMMISSIONER SIMPKINS MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

5. **Ratification Memo**

6. **BOCC Meeting/Workshop Minutes:**
   a. **April 16, 2024, Regular BOCC Meeting**

7. **Approval of Johnson Control Fire Protection Agreement to replace the Fire Alarm Panel at the Gadsden County Jail**
8. **Approval of the Judicial Inquiry System (JIS) Department of Highway Safety and Motor Vehicles (DHSMV) – Access Certification Statement**
9. **Approval of Signatures for Special Assessment Liens – State Housing Initiative Partnership Program (SHIP)**

10. **Approval and Signatures for Satisfaction of Special Assessment Lien**

11. **Approval of the 2024 Spring Rural County Grant Agreement for E911 System and MapFlex Annual Support and Maintenance**

ITEMS PULLED FOR DISCUSSION

CITIZENS REQUESTING TO BE HEARD ON NON-AGENDA ITEMS

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Chair Green read aloud the above statement.

Caroline Smith, 617 Williams St, Tallahassee

Ms. Smith appeared before the Board and stated she was with the Apalachee Regional Planning Council. They are working on an economic development plan project and wanted to provide an update. She stated at the next County Commission meeting, they plan to provide more of a presentation and a full update. Earlier this year, ARPC partnered with Gadsden County to write a new economic development plan for the county. They are currently writing the draft plan which will be available to them soon for their review.

Marion Lasley, 5 Dante Court

Ms. Lasley appeared before the board and had complaints in regards to their neighbor, Champs Chance dog compound. She had concerns regarding noise from barking and odor from dog feces. She was requesting for the county to do a cease-and-desist letter for this compound.

Christopher Smith, 149 Virgil Way

Mr. Smith also had concerns about the Champs Chance dog compound. He had concerns about so many dogs in a little area.

Bill Olms, 330 Virgil Way

Mr. Olms stated that dogs get on their property about once a month and not sure how friendly the dogs are.

Carl Pounsberry, 10870 Old Federal Rd Quincy

Mr. Pounsberry stated they own a cattle farm across the street from the dog compound and had concerns about that as well. He stated the dog compound is a good thing but not in a residential area.

Chair Green stated this was the first-time hearing about this and stated he would like to go down and see it for himself**.**

Mr. Dixon stated the hurricane illuminated this particular situation. That area was hit pretty good. He noticed dog cages in the front yard. He was unaware of what was happening in Code Enforcement and if there has been a call. He asked Morris Roosevelt if he was aware of code enforcement activity.

Morris Roosevelt appeared and stated there was a code enforcement case on that property. The owner has made comments to them that she had been looking at purchasing some property that was more suitable for the activities she was having. They were working with her as well as the Planning Board on this situation.

Ann Blount, 1010 Buck Blount Rd

Ms. Blount appeared and stated she wanted to talk about agriculture in this County and the importance of it.

Public Hearing

General Business

12. Board Direction Regarding an Eviction Action
Tabled

13. Approval for County Administrator to negotiate the sale of County-Owned parcel 2-27-3N-2W-0000-00121-0200
Mr. Dixon presented the above item. He stated the property is the EMS station on Highway 27. He stated they have told them no a number of times, however, they wanted to be brought before the Board. Mr. Dixon stated his recommendation is not for approval, to not engage in the conversation in selling the property.

Betty Kellem appeared and stated Mr. Peter Patel had talked to T.J. Lewis. He wanted to put a hotel there. Chair Green stated there seemed to be a whole lot of confusion on this item. Mr. Dixon stated his point had always been that the county had no reason, certainly at the money she was talking about, that was the money they paid for the property. Also, that is an EMS station they were talking about, not just a building. Their plans have to be worked out for the future.

Chair Green asked the attorney if he had the opportunity to review this in depth. Mr. Knowles stated he reviewed it in terms of how they need to proceed legally. He did not get this in advance; it was new to him.

Commissioner Holt stated there was a procedure that needed to be followed. It has to be open to the public, then they could take offers.

Commissioner Simpkins asked if Mr. Lewis had a conversation with the County Administrator. Mr. Dixon stated yes, they asked to be brought before the board. There was no reason for the county to sell the property. He stated he had never given an impression that they wanted to sell the property.

Commissioner Simpkins stated there was discussion relating to negotiation; there was a counter offer. These are things that the Attorney should be a part of from the start, not only at the tail end.

T.J. Lewis appeared. Commissioner Simpkins asked if he had communication with the County Administrator. Mr. Lewis stated yes, he received a phone call in March regarding this property. He spoke with Ms. Kellem and she submitted an unsolicited offer for the property.
It originally came in at $60k and he was told by the County Administrator that they would not accept that amount for that property.

Commissioner Simpkins stated she noticed that there was communication as it related to EMS being moved to Greenshade. Mr. Lewis stated they met with EMS to see if that was feasible.

Commissioner Holt stated the property has to be bided; she asked the Attorney if he sent a copy of the state statute to the board members. Mr. Knowles stated he sent a copy to Mr. Lewis that was included in the new agenda item. He stated they updated the item over the weekend and

Ms. Rogers sent the updated item with the information he provided to the Administrator and Mr. Lewis.

Commissioner Holt asked the Attorney if this was already on the agenda when he read it. Mr. Knowles stated he did not receive this item at all. They edited the item over the weekend to reflect statutory requirements.

Chair Green stated the agenda has been ready in advance and should never hear that the Attorney just got an item.

Commissioner Hinson stated the Chairman has to approve everything. The Chair is the driving force. He stated the Attorney was not to blame.

Commissioner Simpkins stated she should be a part of conversations related to her district. Mr. Dixon stated this was a conversation had with the team about whether or not it was a good idea for the county. They discussed every opportunity and could not figure out a good deal for EMS.

Cathy Johnson appeared and stated as a nurse, she relies on EMS to be there.

COMMISSIONER HOLT MADE A MOTION TO NOT APPROVE THIS ITEM AND COMMISSIONER NESMITH MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE THE MOTION.

14. <u>Approval of Fire and Rescue Interlocal Agreement Between Gadsden County, Florida and the City of Quincy, Florida</u>
Mr. Dixon presented the above item.

COMMISSIONER SIMPKINS MADE A MOTION TO APPROVE THIS ITEM AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

<u>Clerk of Court</u>

15. Updates

<u>County Administrator</u>

16. Updates

Mr. Dixon stated the youth fair moved to this Saturday from 9 to 1 p.m. Their first budget workshop will be May 30th 4 p.m. He stated they need a proclamation for Homeowners Association Month.

COMMISSIONER HOLT MADE A MOTION FOR A PROCLAMATION FOR HOMEOWNERS ASSOCIATION MONTH AND COMMISSIONER NESMITH MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

COMMISSIONER HOLT MADE A MOTION FOR A PROCLAMATION FOR PROBATION WEEK AND COMMISSIONER NESMITH MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

Mr. Dixon stated they met with Commissioner Simpkin's community and becoming before them will be a request to enter into a long-term agreement for St. Hebrem Park. He stated they will be looking for volunteers to come help clean, paint, etc.

County Attorney

17. Updates
No updates.

18. Discussion Items by Commissioners

Commissioner Eric F. Hinson, District 1
Commissioner Hinson thanked the Board for remaining calm and doing good work. He requested a proclamation for his parents who have been married for 60 years.

COMMISSIONER NESMITH MADE A MOTION FOR A PROCLAMATION FOR COMMISSIONER HINSON'S PARENTS, WILLIAM HINSON AND JEANETTE HINSON AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

Commissioner Hinson thanked all the students in Gadsden County who graduated during the Covid era. He asked to do something spectacular for the graduates.

Commissioner Kimblin E. NeSmith, J.D., District 3
Commissioner NeSmith asked the County Administrator about legal services and Mr. Dixon stated it came in today, he will get with the Chairman in the morning.

Commissioner NeSmith stated Arnita Green will be retiring after 36 years at the Clerk's office and would like to do a recognition.
COMMISSIONER NESMITH MADE A MOTION FOR A RECOGNITION FOR ARNITA GREEN'S RETIREMENT AND CHAIR GREEN MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

Commissioner NeSmith mentioned May Day and asked if they have their own May Day celebration. He stated he would like to have a motion to coordinate their own May Day event. Chair Green stated they do not necessarily need to have a motion for that but maybe they could give some directions to start having a conversation.

Commissioner NeSmith asked about the Summer Youth program. Chair Green stated they maximized the numbers. Mr. Dixon stated yes, they have, he will be sending out something in the morning.

Commissioner NeSmith thanked them for the construction on Hardaway Highway.

Commissioner Brenda A. Holt, District 4

Commissioner Holt stated June 19 they will be having the dedication of the extension building they approved.

Chair Green stepped out at 7:52 p.m.

Commissioner Holt mentioned fencing on the back parking lot. She stated there were several problems the last 2 weeks.

Commissioner Holt stated on May 25, there will be a celebration at Fort Negro; there was a battle down there during the early 1800's.

Commissioner Holt stated she will not be in town for the budget workshop.

Commissioner Holt asked if the security guard at the lake was certified to carry a weapon. She stated they should be certified for their own protection and she asked the County Administrator to look into that.

Commissioner Holt asked the County Attorney to give a legal opinion once he gets an item. She stated they have had attorneys before give opinions on everything. Mr. Knowles stated that the original item stated that he reviewed it but he did not. He had contacted the County Administrator and T.J. Lewis. He asked Commissioner Holt if he were to receive an item 5 or 10 minutes before a meeting starts, that she would like for him to prepare a memorandum? asked if gets item 5-10 min before meeting, to prepare a memo? Commissioner Holt stated what she was saying was that if he got an item, even though the item is on the agenda, go ahead and give them a legal opinion of it then. She asked Mr. Knowles if when he does not receive anything early, did he go after it and call Mr. Dixon. Mr. Knowles stated usually he receives an item from staff. Commissioner Holt asked if he was aggressively going after the items and Mr. Knowles stated yes, because he usually receives them ahead of time.

Commissioner Hinson mentioned lighting and stated it was too dark in some areas. There are Issues with striping as well.

Commissioner Holt asked the County Attorney if there were any requests for contracts that he received that has not been able to get back to staff. Mr. Knowles stated he just received an email regarding the debris removal contracts from Ms. Rogers this evening. He also received a request earlier today regarding the engineering secondary contract. Commissioner Holt stated she asked him that because she was asking the Administrator for emails, anything pertaining to contracts.

Commissioner Alonzetta Simpkins, District 2

Commissioner Simpkins mentioned Selman Road and stated there was a lot of traffic. County vehicles and city vehicles going down that road and some citizens were concerned about safety. There were big vehicles going down that road fast. Mr. Dixon stated that road needed to be widened and they also need to look into lighting for that road.

Commissioner Simpkins asked about working on the blue reflectors on fire hydrants. Mr. Dixon stated they have talked about it but it sounded like something they could do with the nonprofit fire departments and maybe put a program together.

Commissioner Simpkins would like for them to look at where they see themselves five years from now. What would they look like in 10 years and how they can keep the youth to stay in Gadsden County.

Mr. Dixon mentioned the lady from ARPC that spoke earlier. They are an agrarian based economy; need to do more to ensure safety. Commissioner Hinson stated need to look at how much you need to make to afford a house.

Commissioner Holt mentioned getting transportation to Amazon. They need to apply for infrastructure funding for city buses to come over from Tallahassee. Commissioner Hinson stated their biggest investment is in children. Build 10 acres of land for teachers.

Chair Ronterious Green, District 5

Chair Green thanked the new Parks and Rec person, Ms. Shawana, who was already doing phenomenal work. The first community cleanup for the park is June 1st for the Shiloh Community. He also mentioned that he had a great event with the Seniors at the lake. He asked the County Administrator to take a look at having the weed trimmed in the water. Chair Green mentioned the parking at this facility when they are closed because it could cause major liability.

CHAIR GREEN MADE A MOTION FOR A PROCLOMATION FOR 50 YEARS OF SENIOR SERVICES AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

Motion to Adjourn

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, VICE-CHAIR SIMPKINS DECLARED THE MEETING ADJOURNED AT 8:35 PM.

GADSDEN COUNTY, FLORIDA

_____

Ronterious Green, Chair
Board of County Commissioners

ATTEST:

_____

NICHOLAS THOMAS, Clerk

Board of County Commissioners
Agenda Request

Date of Meeting: June 18, 2024

Date Submitted: May 31, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Kembrew Jackson, Information Technology Director

Subject: Approval to renew Digital Service Grant Agreement with the State of Florida Department of Management Services

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Statement of Issue:

This agenda item seeks Board approval to renew the Grant Agreement for critical services provided by the State of Florida, specifically those related to our previous grant application. These services are essential for maintaining operational continuity.

Background:

Our organization successfully secured services provided by a grant from the State of Florida to support a specific project. As part of this grant, we were granted access to certain state-provided services.

Analysis:

Accepting this grant renewal will have a positive impact on the county and its employees, allowing them to better serve the community.

Fiscal Impact:

The renewal costs associated with these services are fully covered by the state. There will be no financial impact on the county.

Options:

1. Approve the Digital Service Grant Agreement with the State of Florida and authorize the Chairman to sign.
2. Do not approve.
3. Board Direction.

County Administrator Recommendation:

Option 1.

Attachments:

None.

Board of County Commissioners
Agenda Request

Date of Meeting: June 18, 2024

Date Submitted: May 31, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Curtis Young, Public Works Director

Subject: Approval of Traffic Signal Maintenance Agreement with the State of Florida Department of Transportation

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Statement of Issue:

This agenda item seeks Board approval of the Traffic Signal Maintenance and Compensation Agreement with the State of Florida Department of Transportation (FDOT).

Background:

In the past, an agreement was entered into with FDOT for the maintenance of traffic signals on state roads, which is now up to ten signals. This Agreement allows FDOT to reimburse local government agencies for a portion of the cost to maintain and operate traffic signals on those state highway systems. FDOT is asking to add maintenance to the signals at Robert F. Monroe.

Analysis:

FDOT's District Traffic Operations Office formally distributed the new Traffic Signal Maintenance & Compensation Agreement to local government agencies to participate in the traffic signal reimbursement program. FDOT will compensate the Gadsden County Board of County Commissioners for maintaining and operating the traffic signals listed in Exhibit A.

Fiscal Impact:

A lump sum of $15, 656.00 will be received once there is a satisfactory completion of services that is detailed in this Agreement.

Options:

1. Approve the Traffic Signal Maintenance Agreement with the State Florida Department of Transportation (FDOT) and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment:

- Traffic Signal Maintenance and Compensation Agreement

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ASZ36
FINANCIAL PROJECT NO. 43674118801
F.E.I.D. NO. F596000616010

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of_____,_____ between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and Gadsden County_____, Florida, _____ ("Maintaining Agency").

WITNESSETH:

A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the "Project," defined as the maintenance and continuous operation of the following, located on the State Highway System:
   a. Traffic signals ("TS")
   b. Interconnected and monitored traffic signals ("IMTS") - defined as signals that are interconnected with telecommunications and are monitored at a central location
   c. Traffic signal systems - defined as central computer; traffic monitoring cameras ("TrMC"; must fulfill District purpose and need and be accessible from Department's Video Aggregation System); arterial dynamic message signs ("ADMS"); communications devices; interconnect / network; vehicle, bicycle & pedestrian detection devices [including passive pedestrian detection ("PPD") and accessible pedestrian detection]; traffic signal hardware and software; preemption devices; probe data detection system ("PDDS"); and uninterruptible power supplies ("UPS")
   d. Control devices - defined as intersection control beacons ("ICB"), traffic warning beacons ("TWB"; including LED highlighted signs), illuminated street name signs ("ISNS"), and pedestrian flashing beacons ("PFB"; i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)
   e. Emergency/fire department signals ("FDS")
   f. Speed activated warning displays ("SAWD"); including curve warning feedback signs),
   g. Blank out signs ("BOS", including Lane Control Signs)
   h. Pedestrian hybrid beacons ("PHB")
   i. Connected Automated Vehicle Devices ("CAVD"; i.e., roadside units and roadside equipment), and
   j. In-roadway warning lights ("IRWL") system (specific to mid-block crossing and unsignalized intersection applications, as defined in the FDOT Traffic Engineering Manual)

   All traffic signals and control devices mentioned in the above paragraph 1.a-j are referred to in this Agreement as "Traffic Signals and Devices". The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operations of such Traffic Signals and Devices upon final acceptance by the Department of the installation of each signal or device

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency or its contractors did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:

a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement and associated contract documentation of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing the emergency and/or permanent repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties or Force Majeure event. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency or its contractors causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency. Governor declared emergencies (i.e., hurricanes) are handled outside the framework of this Agreement through a combination of Federal and State Emergency Management mechanisms. An emergency contract may be used after a Governor's declaration of emergency has been signed to cover for reimbursement for storm recovery efforts.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.

6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible. These events shall be documented with detailed damage inspection report forms completed and submitted to the Department within twelve (12) weeks of the end of the Force Majeure event.

   A "Force Majeure Event" means the occurrence of:
   (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
   (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
   (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.

8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.

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

10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency and are operated and maintained by the Maintaining Agency. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance. The Maintaining Agency and the Department shall amend Exhibit A preceding the Department's new fiscal year, which will include all new Traffic Signals and Devices added to the State Highway System during the Department's current fiscal year and delete those removed during the same period. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the current year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's current fiscal year. The annual compensation will be a lump sum payment ***(minus any retainage or forfeiture)*** as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

13. Payment will be made in accordance with Section 215.422, Florida Statutes.

14. There shall be no reimbursement for travel expenses under this Agreement.

15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

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

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

19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining

Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.

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

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

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.

24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

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

26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.

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

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

29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a

requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to July 15 of each year detailing the following:

    a. All detection device malfunctions: Detection devices include, without limitation, all vehicle presence detectors and all pedestrian/bicycle detectors. Traffic devices supported by detection devices ("TDSDD") include, without limitation, traffic signals, PHBs, and warning devices. Repairs to all vehicle presence detectors shall be made within ninety (90) days with a goal of thirty (30) days if feasible. Repairs to all pedestrian/bicycle detectors shall be made within seventy-two (72) hours of discovery. If repair to vehicle presence detection device progresses beyond thirty (30) days, by the 31st day, the Maintaining Agency shall have a plan available to reestablish detection prior to day 30. The Maintaining Agency shall ensure that 90% of all TDSDD are operating without detection failures. Discovery and repair dates for each malfunctioning detection device shall be logged in the annual report. If the repairs cannot be performed within the stipulated times, the Maintaining Agency shall document the reason(s) why in the annual report. If more than 10% of the TDSDD are experiencing detection failure(s) by the end of the stipulated times, unless a longer period is approved by the Department due to extraordinary circumstances, each of these TDSDD may only be compensated at 90% of the unit compensation rate stated in Exhibit B for each day (i.e., the annual unit compensation rate is reduced by 1/3650 daily) that more than 10% of the TDSDD are experiencing detection failure(s).

    b. Traffic signal and pedestrian hybrid beacon ("PHB") preventive maintenance inspections: Traffic signals and PHBs shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals and PHBs annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal or PHB is cycling properly, the ventilation system is functioning, and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals and PHBs annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any actions taken . If 50% of the traffic signals and PHBs do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations until the preventive maintenance inspection is made. If the requirements of this paragraph 31.b are not performed within the state's next fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations will be forfeited.

    c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department. The Maintaining Agency shall be responsible for maintaining current licenses and support agreements for all computer applications necessary for IMTS including, but not limited to, central computer systems, TrMC applications, detection software, and data collection programs, unless other arrangements are made between the Department and the Maintaining Agency for specific applications or systems.

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

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

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

35. At no additional cost to the Department, the Maintaining Agency shall provide the Department with, at minimum, read-only access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to

enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

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

38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

44. The Maintaining Agency shall:
    a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
    b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement 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 Agreement term.

45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.

46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

47. Exhibits A, B, and C are attached and incorporated into this Agreement.

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

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

Gadsden County, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

Attorney: _____ Date: _____

EXHIBIT A
Reimbursement for Maintenance and Operation FY_____

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
									Total Lump Sum Amount*									

*Amount paid shall be the Total Lump Sum (***minus any retainage or forfeiture***).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $_____.

_____ _____
Maintaining Agency Date District Traffic Operations Engineer Date

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

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

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (***minus any retainage or forfeiture***) in Exhibit A. The Maintaining Agency will receive one lump sum payment (***minus any retainage or forfeiture***) at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum (***minus any retainage or forfeiture***) Amount for each fiscal year is calculated by adding all the individual Traffic Signal and Device unit amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). Systems shall be paid at a unit rate per controller regardless of the number of individual devices or poles.

Connected and Automated Vehicles Devices (CAVD): include roadside units and roadside equipment.

	Unit Compensation Rates per Unit on the State Highway System																
FY	Traffic Signals (TS) *Intersec-tion*	Traffic Signal - Interconnected & monitored (IMTS) *Intersection*	Intersection Control Beacon (ICB) *Intersection*	Pedestrian Flashing Beacon (PFB) *System*	Emergency Fire Dept. Signal (FDS) *System*	Speed Activated Warning Display (SAWD) *System*	Illuminated Street Name Signs (ISNS) *Intersection*	Blank Out Sign (BOS) *Device*	Traffic Warning Beacon (TWB) *System*	Probe Data Detection System (PDDS) *Device*	Uninterruptible Power Supply (UPS) *Device*	Connected Automated Vehicle Devices (CAVD) *Device*	Pedestrian Hybrid Beacon (PHB) *System*	Arterial Dynamic Message Sign (ADMS) *Device*	Passive Pedestrian Detection (PPD) *System*	Traffic Monitoring Camera (TrMC) *Device*	In-Roadway Warning Lights (IRWL) *System*
2021 -22	$ 3,573	$ 5,134	$ 896	$ 717	$ 1,252	$ 360		$ 360	$ 360	$ 115	$ 115	$ 514					
22-23	$3,670	$5,273	$921	$737	$1,286	$370		$370	$370	$119	$119	$527					
23-24	$ 3,910	$ 5,558	$ 947	$ 758	$ 1,323	$ 381	$ 391	$ 419	$ 381	$ 123	$ 123	$ 542	$ 2,645	$ 2,027	$ 1,644	$ 688	$ 658
2024 -25	Based on the Consumer Price Index (CPI), the compensation amounts will be revised.																
2025 -26	Based on the CPI, the compensation amounts will be revised.																

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the District Traffic Operations Engineer, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to 5:00 p.m. on July 15th of each year. For example, the Maintaining Agency shall submit its invoice for the fiscal year beginning July 1, 2022 through June 30, 2023 no later than July 15, 2023.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices within 60 days of the work completed date for which the Maintaining Agency is invoicing.

EXHIBIT C
Reimbursement for Replacement and/or Repair of Damaged Traffic Signals and Devices

Subject to the terms and conditions of the Agreement, the Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair and associated contract documentation of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency or its contractors. Agreement paragraph 3 provides administrative procedures on how third party and Force Majeure events are handled for reimbursement. Force Majeure events shall be documented with detailed damage inspection report forms within twelve (12) weeks following the end of the Force Majeure event. Costs related to Governor declared emergencies are not reimbursable under this agreement.

The Department follows the Traffic Signal Maintenance and Compensation Agreement Manual (Topic No. 750-010-022) for submitting damage claims. In submitting this Exhibit C to the Department, the Maintaining Agency is required to adhere to Chapter 2 of the Traffic Signal Maintenance and Compensation Agreement Manual, dated March 31, 2023, available at: Traffic Signal Maintenance and Compensation Agreement Manual.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information: 1. Attach pictures of damaged traffic signals and devices, as well as completed work. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.	
Contract No.:_____ Project No.:_____	
Total Lump Sum Reimbursement Amount	**$**

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

_____ _____
Maintaining Agency Date District Traffic Operations Engineer Date

EXHIBIT A
Reimbursement for Maintenance and Operation FY 2025

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR 10 (US 90) at FLYING J DUPONT RD	$4,024.00																	$4,024.00
SR 10 (US 90) at BRICKYARD/PILOT	$4,024.00																	$4,024.00
SR 12 at GREEN AVE FB			$975.00															$975.00
SR 267 at OLD FEDERAL RD FB			$975.00															$975.00
SR 63 (US 27) at DARSEY CALVARY RD FB			$975.00															$975.00
SR 12 at SALEM RD FB			$975.00															$975.00
SR 10 (US 90) at HARDAWAY HWY FB			$975.00															$975.00
SR 10 (US 90) at SIGNAL WARNING BEACON				$780.00														$780.00
SR 10 (US 90) at TRUCKS CROSSING HIGHWAY									$393.00									$393.00

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR 12 at WEST GADSDEN HIGH SCHOOL				$780.00														$780.00
SR 10 (US 90) at Robert F Monroe Day School East				$780.00														$780.00
									Total Lump Sum Amount*									$15,656.00

*Amount paid shall be the Total Lump Sum (***minus any retainage or forfeiture***).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $ $15,656.00.

_____ _____

Maintaining Agency Date District Traffic Operations Engineer Date

Board of County Commissioners
Agenda Request

Date of Meeting: June 18, 2024

Date Submitted: June 4, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Curtis Young, Public Works Director

Subject: Approval of Adopt–A–Road Agreement with Alpha Kappa Alpha Sorority Inc. Tau Theta Omega Chapter

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Statement of Issue:

This agenda item seeks Board approval of the Adopt–A–Road Agreement with Alpha Kappa Alpha Sorority Inc. Tau Theta Omega Chapter for Strong Road District 5.

Background:

This will be the first Adopt -A Road- Agreement for this organization with Gadsden County.

Analysis:

This Agreement is for litter removal activities only and will be in effect for two years, beginning on the last date of execution appearing on the Agreement, Alpha Kappa Alpha Sorority Inc, Tau Theta Omega Chapter will be required to remove litter from the designated roadsides at least quarterly.

Fiscal Impact:

The county will provide Adopt-A-Road signs to identify the road segment adopted. The County will also provide safety vests, traffic control signs, and large plastic bags upon request by Alpha Kappa Alpha Sorority Inc. Tau Theta Omega Chapter.

Options:

1. Approve the Adopt- A Road- Agreement with Alpha Kappa Alpha Sorority Inc, Tau Theta Omega Chapter and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board Direction

County Administrator's Recommendation:

Option 1.

Attachment(s):

1. Adopt -A -Road Litter Removal Agreement

GADSDEN COUNTY

ADOPT-A-ROAD

LITTER REMOVAL AGREEMENT

THIS ADOPT-A-ROAD LITTER REMOVAL AGREEMENT ("AGREEMENT"), is entered into between the Gadsden County ("County") and Alpha Kappa Alpha Sorority, Inc. Tau Theta Omega Chapter (Name of Group) of P.O. Box 984, Quincy, FL 32352 (Address of Group) TauThetaOmega@gmail.com (E-Mail) ("Group").

RECITALS

A. County Road Strong Road is a part of the County Road System in Gadsden County, Florida.

B. The County has responsibility for operation and maintenance of the County Road System.

C. The County is authorized to contract with the private sector for performance of its duties.

D. The legislature has encouraged local organization involvement in specific road litter removal projects pursuant to Section 403.4131, Florida Statutes.

E. The Group wants to adopt a minimum of two miles more or less along the County Road System to remove litter at County Road Strong Road (Road Name or Number), from Hwy Bridge Rd to Blue Star Hwy ("Adopted Road Section").

AGREEMENT

The parties agree as follows:

1. **THE GROUP SHALL:**

A. Be responsible for a minimum of a two-mile segment of a road or combination of shorter roads totaling a minimum of one mile for litter removal and shall remove litter from the designated roadsides at least quarterly.

B. Perform litter removal in strict accordance with good safety practices and the County's safety procedures and requirements.

C. Conduct safety and pre-task briefings prior to each litter removal projects.

D. Remove litter during daylight hours only.

E. Remove litter during good weather conditions only.

F. Contact the County's Public Works Department Director to arrange and appropriate litter removal schedule which will not conflict with County mowing schedules.

G. Refrain from picking up litter at construction or maintenance sites, in tunnels, on bridges or overpasses, or on medians.

H. Allow participation only by such persons as are determined by the Group to be responsible enough to safely participate in the litter removal activities. Participating youths must be at least 12 years of age and the Group shall provide at least one adult supervisor for every 5 youths aged 12 -1 5 who are participating in the litter removal activity.

I. Prohibit observation of the activity of persons under the age of 16 who are not official participants.

J. Wear clothing which will enhance the visibility of participants.
K. Stock pile litter bags at the "Adopt-A-Road" signs for collection by the County.
L. Complete a "Littler Removal Report" form for each clean-up activity.

2. **THE COUNTY SHALL:**
   A. Provide Adopt-A-Road signs to identify the road segment or combinations adopted.
   B. Provide safety vests, traffic control signs and large plastic bags for use by the Group upon request.
   C. Remove stock piled litter bags from adopted highway section.
   D. At the request of the Group, remove certain litter under unusual circumstances (i.e., large, heavy, or hazardous items.)

3. **INDEMNIFICATION:**
   The Group covenants and agrees that it will indemnify and hold harmless the County, its officers, and employees from liabilities, damages, losses and costs, including, not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Group or by a person performing litter removal as part of the Group in the performance of this Agreement. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms of provisions of this Agreement.

4. **AGREEMENT PERIOD:**
   This Agreement shall remain in effect for a two-year period, beginning on the last date of execution appearing below, and can be renewed upon written request. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.

5. **NON-ASSIGNMENT:**
   This Agreement is non-transferable and non-assignable in whole or in part by the Group without the prior written consent of the County.

6. **ACTIVITIES:**
   This Agreement is for litter removal activities only. No beautification activities are authorized by this Agreement.

7. **DETERMINATION OF ADOPTED ROAD SECTION**
   Any questions, difficulties, or disputes of any nature whatsoever that may arise under or by reason of this Agreement shall be decided by Gadsden County through its Public Works Director, whose decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

8. **NOTICE**
   All Notices shall be given to the person named below, and designated the Group contact:

Contact Name: Benita Griffin Street Address: 756 S. Duval Street
Telephone No.: 850-570-0185 City, State, Zip Code: Quincy, FL 32351
E-Mail: AKAmazingrace@hotmail.com Fax: NA Cell: 850-570-0185

In WITNESS WHEREOF, we have executed this Agreement, effective on the last date executed by the parties below.

NAME OF GROUP: Alpha Kappa Alpha Sorority, Inc. - Tau Theta Omega Chapter

BY: Benita Giffin DATE: April 10, 2024
(Group Representative)

Benita Giffin
(Name)

GADSDEN COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____ DATE: _____
(Chairman)

APPROVED AS TO FORM:

BY: _____
(Clayton Knowles, County Attorney)

ATTEST:

BY: _____
(Nicholas Thomas, Clerk)

Board of County Commissioners
Agenda Request

Date of Meeting: June 18, 2024

Date Submitted: June 5, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Tashonda Whaley, Emergency Management Director

Subject: Approval of 2023 Statewide Mutual Aid Agreement between the State of Florida Division of Emergency Management and Gadsden County, Florida

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Statement of Issue:

This agenda item is seeking the Board approval of the 2023 Statewide Mutual Aid Agreement (SMAA).

Background:

The 2023 Statewide Mutual Aid Agreement (SMAA) has been updated by the Florida Division of Emergency Management. To ensure that all Florida counties are working under the most recent version of the agreement, The Florida Division of Emergency Management is requesting that all counties update their agreements to the 2023 version. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of cost incurred by the local governments which render such assistance.

Analysis:

The 2023 update includes the following provision:

- Document Updates: If the Division makes any changes to the 2023 SMAA, an addendum will be issued and those who already signed will not be required to resign the document.

- Language Clarification: Articles IV and V's language states that all Mutual Aid participating parties must notify their County EM's if they are requesting or providing Mutual Aid support (pages 4-5 of the attached 2023 SMAA). This language certifies that all signatories to the SMAA understand the obligation of

notifying their County EMs should they request or offer assistance under the agreement.

- Additional Signature Pages: The agreement will now add signatory pages for Sheriff's and Fire Departments/Districts, should they wish to become singular SMAA signatories. If these entities, or any others already included in the agreement, wish to be covered under a City and/or County SMAA then proper documentation (i.e., List of Entities, Pre-established Agreements, MOUs, etc.) must be submitted along with the completed 2023 SMAA to show those connections. Be diligent in ensuring that the additional documentation clearly states what entities will be covered within the single SMAA and that the parent signatory has authority to sign on behalf of the included entities.

- DEMES Visibility: The County Emergency Management Directors will have the ability to see the different Statewide Mutual Aid Agreement (SMAA) entities within their jurisdictions providing greater visibility on the completion status of the new agreements within their jurisdictions, deployments, and other activities. For further information, please see attached document titled "DEMES Proposed Updates: Mutual Aid Dashboard".

Fiscal Impact:

None.

Options:

1. Approve the 2023 Statewide Mutual Aid Agreement and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

County Administrator Recommendation:

Option 1.

Attachments:

1. The 2023 Statewide Mutual Aid Agreement
2. Authorizing Resolution No. 2024-020 for Adoption of Statewide Mutual Aid Agreement

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The “Division” is the Florida Division of Emergency Management.

C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.

D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.

E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.

F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.

G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes.*

H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.

I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.

K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.

L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.

M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.

N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.

O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.

P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site[1].

A. A description of the Mission to be performed by the Assisting Party;

B. A description of the resources and capabilities needed to complete the Mission successfully;

C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;

D. A description of the health, safety, and working conditions expected for deploying personnel;

E. Lodging and meal availability;

F. Any logistical requirements;

G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;

H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

[1] FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D

A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;

E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and

F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.

B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the Division approved documents SharePoint site as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;

B. Copy of a current and valid Internal Revenue Service W-9 Form;

C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;

D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);

E. Official payroll and travel reimbursement records for all claimed personnel expenses;

F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;

G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;

H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance

I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);

J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;

K. Justification for equipment repair expenses; and

L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.

B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .

C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.

E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,

regardless of whether such costs are billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.

F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

By: _____

Clerk or Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF Gadsden COUNTY,
STATE OF FLORIDA

By: Ronterious Green

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

ATTEST:
CITY CLERK

By: _____

Title: _____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF_____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF_____
UNIVERISTY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF_____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

By: _____

Council Clerk

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on_____.

BY: _____

TITLE: _____

DATE: _____

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT
Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

Gadsden County Clerks of Courts	
Gadsden County Supervisor of Elections	
Gadsden County Property Appraiser	
Gadsden County Fire	
Gadsden County Tax Collector's Office	
Gadsden County Emergency Medical Services	

RESOLUTION NO. 2024-020

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of inter-jurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____ that in order to maximize the prompt, full, and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by _____ on_____.

BY: _____

TITLE: _____

DATE: _____

Board of County Commissioners
Agenda Request

Date of Meeting: June 18, 2024

Date Submitted: June 6, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Tabitha D. Washington, Director of Library Services

Subject: Approval of Dollar General Foundation Grant

Statement of Issue:

This agenda item seeks Board approval of the Dollar General Foundation Grant for $8,000.00.

Background:

The Dollar General Foundation helps individuals of all ages pursue their educational goals and achieve their dreams by investing in literacy programs that help students learn to read, prepare for high school equivalency, or learn English.

Analysis:

This grant will provide $8,000.00 for the Literacy Department to provide a 12-month program that will be inclusive of Adult Education Instruction, Children's Education, and Parent and Child Together Time (PACT). The grant will cover instructional materials, marketing, trained instructors, workshops, and other literacy events.

Fiscal Impact:

The grant award is for $8,000.00, and no local match is required.

Options:

1. Approve the Dollar General Foundation Grant and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment

1. Grant agreement

CONTRACT AGREEMENT

Florida HUMANITIES

between Florida Humanities & Gadsden County Public Library (Affiliate)

This non-negotiable Agreement including the award letter and all attachments set forth the terms and conditions upon which Florida Humanities has provided funding to the Affiliate for the purposes specified in their approved 2024 Summer Reading Program Funding Opportunity application.

Agreement Number:	**GR_0424_5380_2850**
Affiliate:	**Gadsden County Public Library**
Project Title:	**Summer Reading Program Funding Opportunity 2024**
Project Director:	**Tabitha Washington, Director of Library Services**
Agreement Period:	**April 15- September 15, 2024**
Agreement Amount:	**$1,400**
Minimum Cost Share:	**$1,400**
Approved Expenses:	**Presenter fee ($750), Books for giveaway and circulation ($650)**

Affiliate agrees to administer the approved project in compliance with the **General Provisions** and **Certifications of Compliance** which follow.

GENERAL PROVISIONS

Payee / Unique Entity ID: All funds will be made payable to the Affiliate identified above. Any changes to payee must be approved by Florida Humanities upon submittal of a Grant Change Request form. Affiliate and assigned Project Director are responsible for the fiscal and programmatic management of all project activities. Due to federal reporting requirements, Affiliate must also maintain a verifiable Unique Entity ID created in SAM.gov in order to receive payment of any contracted funds. Organizations are not required to have a full SAM.gov registration to be eligible to receive funding.

Release of Contracted Funds / Reporting Schedule: Contracted funds may only be spent in accordance with the proposed project budget as approved by Florida Humanities. Any funds provided in advance and not expended according to the approved budget must be returned to Florida Humanities.

Upon return to Florida Humanities of **ONE** signed original Contract Agreement and Cash Request form, 100% of the approved funds may be requested by the Affiliate.

Affiliate is required to submit a complete final report, a detailed expenditure of all grant funds and cost share, as well as any required supporting materials no later than September 15, 2024. Final report must be submitted in the Affiliate's online grant account.

Event Listing Forms: Affiliate is required to submit an online Florida Humanities Event Listing Form no later than 6 weeks prior to each public program funded by this contract. Form can be found here: https://floridahumanities.org/grantee-resources/forms-and-resources/event-listing-form/

Changes: The application submitted by the Affiliate is part of this contract and Affiliate agrees to carry out the project within the specified contract period and as set forth in the approved application and budget. Any significant changes to the scope or objectives of the project, the duration of the project, or the project budget must be approved in writing by Florida Humanities. Florida Humanities must also be notified if a change in project director will occur. Unapproved changes may result in loss of some or all funds covered by this Agreement. Affiliate must submit a Grant Change Request Form to Florida Humanities for any expected changes.

Final Financial Report / Cost Share: Affiliate must provide a final financial report detailing expenditure of all Florida Humanities funds as well as a minimum 1:1 cost share. All receipts and other financial records, including documentation of all in-kind contributions, must be kept by Affiliate for potential audit for a period of at least five years after the Agreement closes. **Cost share**. Florida Humanities requires that all funds be matched (cost share) with at least an equal amount of cash and/or in-kind goods and services. Cost share includes any cash expenditures for project implementation that are not covered by Florida Humanities funds as well as any in-kind goods and/or services received in support of the project. Any program income earned as a result of these contracted funds may also be used to meet the cost share requirement.

Indirect costs: Florida Humanities allows organizations to include indirect costs of up to 10% of the total requested funds as part of your grant request or to help meet the cost share requirement. Applicants with a federally negotiated indirect cost rate agreement (NICRA), may elect to request their approved NICRA rate from Florida Humanities funds or include as cost share. All applicants using a NICRA rate are required to provide a copy of their NICRA agreement showing that the proper rate is being used. If you elect to use the rate of 10%, no additional documentation is needed.

Limitations on the Use of Funds: Affiliate must comply with all allowable cost principles outlined in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.

Fees or Charges: No admission or other fees may be charged to any participant in any activities conducted under this contract unless specifically approved by Florida Humanities.

Collection and Use of Information: Where information is collected from the public in connection with this contract (as by interview, questionnaire, or evaluation), it may not, without prior approval from Florida Humanities and NEH, be represented as being collected for Florida Humanities or other federal or state agency.

Right to Reproduce: Florida Humanities reserves a non-exclusive license to use and reproduce, without payment, any produced materials, including copyrighted material, arising out of contract activities.

Acknowledgement of Support and Disclaimer: Awarded funds are provided by Florida Humanities through a grant from the National Endowment for the Humanities (NEH). All materials publicizing or resulting from award activities must contain an acknowledgement of Florida Humanities and NEH support and carry the appropriate Florida Humanities and National Endowment for the Humanities logos to be obtained directly from Florida Humanities. Type in the logos must be legible and no smaller than 5 points. Acknowledgement of NEH support must also include the following statement:

> *"Funding for this program was provided through a grant from Florida Humanities with funds from the National Endowment for the Humanities. Any views, findings, conclusions or recommendations expressed in this program do not necessarily represent those of Florida Humanities or the National Endowment for the Humanities."*

This statement does not need to be in the same size font as that of the Florida Humanities and NEH logos, nor must it be located immediately adjacent to the logos.

Termination: Florida Humanities reserves the right to terminate this Agreement if at any time, in sole discretion, it determines that the Affiliate has made any misrepresentations, has in any way misappropriated Florida Humanities funds, or has done anything inconsistent with the signed Agreement. If within one year, the project has not started or no funds have been requested, the Agreement may also be terminated.

FEDERAL FUNDING IDENTIFICATION AND CERTIFICATIONS OF COMPLIANCE

Because funds contracted by Florida Humanities are federal dollars provided by the National Endowment for the Humanities, Florida Humanities is required to provide the following federal funding information to all Affiliates:

Subrecipient Name and Unique Entity ID:	Gadsden County Public Library RB45LAJS8GZ8
Federal Agency Identification Number:	SO-289748-23
Award date:	12/14/22
Subaward period of performance:	April 15- September 15, 2024
Amt of federal funds obligated by this action:	$1,400
Amt of federal funds awarded to subrecipient:	$1,400
Total amount of Florida Humanities federal award:	$1,400
Federal award project description (FFATA):	State Humanities Program
Name of Pass Thru Entity (PTE):	Florida Humanities Council (Florida Humanities)
Contact Information for Florida Humanities:	Nashid Madyun, Executive Director 599 2nd Street South St. Petersburg, FL 33701 727/873-2007 nmadyun@flahum.org
CFDA #:	45.129
CFDA Title:	Promotion of the Humanities Federal-State Partnership
Indirect Cost Rate for the Federal Award:	10% or approved NICRA (see page 2 of contract)

By signing this Agreement, Affiliate also certifies compliance with the following government-wide requirements:

1. Uniform Administrative Requirements: The uniform administrative requirements of the Office of Management and Budget Circular A-110 (2 CFR Part 215) apply to all grant recipients.
2. Non-Profit Status: Affiliate certifies that the sponsoring organization is not an agency of the federal government, a for-profit business, or an individual. Upon request, Affiliate will also provide official documentation (i.e. Articles of Incorporation, IRS determination letters, By-Laws, Constitutions, etc.) which demonstrate that the organization is either an unincorporated association, a non-profit or not-for-profit corporation.
3. Nondiscrimination Statutes: Affiliate certifies that it will comply with the following non-discrimination statutes and their implementing regulations:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.)
   b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)
   c. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
   d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) *** see additional info below**
   e. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213)
4. Lobbying Activities: Affiliate certifies that it will comply with the Byrd Anti-Lobbying Amendment as described in (31 U.S.C. 1352) and (18 U.S.C. 1913).
5. Drug-Free Workplace Requirements: Affiliates are required to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.
6. Debarment and Suspension: Affiliates are prohibited from doing business with any organization or person if they have been debarred or suspended by any federal department or agency (2CFR Parts 180 and 3369).
7. Labor Standards: Affiliates are subject to the labor standards set forth in 29 CFR Part 505 and the Davis-Beacon Act as amended (40 U.S.C. 276a through 276a-5).

*** Accessibility:** As part of this Agreement, Affiliate agrees to comply with Section 504 of the Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. Resources available to ensure compliance with these regulations can be found at: **http://dos.myflorida.com/cultural/info-and-opportunities/resources-by-topic/accessibility/**
Affiliates are encouraged to use the provided symbols to promote and publicize accessibility of your facilities, programs and other activities for people with various disabilities.

REQUIRED SIGNATURES

By signing this Agreement, the signatories below acknowledge that they have been authorized by Affiliate to sign on its behalf and that they have read, understood and agree to the terms and conditions of the Agreement and will conform to all applicable government-wide requirements noted within.

Project Director signature *(REQUIRED)*

Tabitha D Washington
Printed Name

Library Director
Title

5/1/24
Date

Additional Authorization signature
(only if required by Affiliate/Sponsoring Organization)

Printed Name

Title

Date

Patricia Putman, Florida Humanities Associate Director

4/15/24
Date

Florida HUMANITIES

Board of County Commissioners
Agenda Request

Date of Meeting: June 18, 2024

Date Submitted: June 6, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Tabitha D. Washington, Director of Library Services

Subject: Approval of Dollar General Foundation Grant

Statement of Issue:

This agenda item seeks Board approval of the Dollar General Foundation Grant for $8,000.00.

Background:

The Dollar General Foundation helps individuals of all ages pursue their educational goals and achieve their dreams by investing in literacy programs that help students learn to read, prepare for high school equivalency, or learn English.

Analysis:

This grant will provide $8,000.00 for the Literacy Department to provide a 12-month program that will be inclusive of Adult Education Instruction, Children's Education, and Parent and Child Together Time (PACT). The grant will cover instructional materials, marketing, trained instructors, workshops, and other literacy events.

Fiscal Impact:

The grant award is for $8,000.00, and no local match is required.

Options:

1. Approve the Dollar General Foundation Grant and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment

1. Grant agreement

DOLLAR GENERAL
LITERACY
FOUNDATION

May 16, 2024

LaKysha Perkins
Gadsden County Public Library System
732 S Pat Thomas Pkwy
Quincy, Florida 32351

Dear LaKysha,

The Dollar General Literacy Foundation is pleased to award your organization a grant in the amount of $8,000. We recognize the important role your organization plays in the lives of teachers, students and families. We hope these funds will help strengthen your literacy efforts.

Enclosed you will find your grant check along with several important reminders. Please review these documents carefully and note important dates and requirements.

Thank you for working to build brighter futures through your literacy efforts. We are proud to support your organization and wish you every success in the coming year.

Sincerely,

Denine Torr

Denine Torr
Executive Director

Proposal Type: Family Literacy
Request ID#: FL-0002-01/2024
Grant Amount: $8,000
Project Title: Adult Education Instruction

Adult Education Instruction

Gadsden County Public Library System

Project ID:

FL-0002-01/2024

Family Literacy Application

Overview

Mission Statement
The Gadsden County Public Library (GCPL) has been a staple in this community since its inception in 1980. For 34 years we have been steadfast in our mission, "to serve the diverse informational and recreational needs of the people of Gadsden County, to provide quality service and programs in a comfortable setting, and to keep the public aware of these resources" In support of this mission, Gadsden County maintains a main library, two branch libraries and a bookmobile with county wide service.

Requested Cash Amount
$ 10,000

Does the program that you are seeking funding for contain all three of the following components necessary for the Family Literacy program ?

- Yes

Please describe the Adult Education Instruction component of your program.
Our program provides basic tutoring, English as a second language, financial literacy, computer literacy, ESL training, and GED training.

Please describe the Children's Education component of your program.
Our project aims to create a comprehensive family literacy program that addresses the literacy needs of both parents and children in our community. We believe that fostering a love for learning within families will have a lasting impact on educational outcomes and community engagement.
Goals and Objectives:
Increase adult literacy levels through adult education classes, tutoring, and workshops.
Enhance children's literacy skills through after-school programs, reading clubs, and interactive learning activities.
Strengthen parent-child relationships through joint literacy activities and family engagement events.
Provide access to age-appropriate books and learning resources for families in need.
Foster a supportive learning environment that encourages a culture of reading within the community.

Please describe the Parent And Child Together time (PACT) component of your program.
The literacy-focused Parent and Child Together (PACT) time in our program is meticulously designed to create an engaging and supportive environment for families to explore literacy together. 1. Welcome and Icebreaker (10 minutes): 2. Joint Reading Session (15 minutes): 3. Literacy Stations (30 minutes): 4. Parent-Exclusive Workshop (20 minutes): 5. Joint Creative Expression (20 minutes): 6. Interactive Learning Games (15 minutes): 7. Group Reflection and Sharing (10 minutes): 8. Take-Home Resources Distribution (5 minutes): 9. Closing and Acknowledgments (5 minutes): By structuring our literacy-focused PACT time in this manner, our program aims to create an enriching and collaborative space where both parents and children can actively participate, learn, and enjoy the journey of literacy development together.

Projected Ethnicity Served

Projected Ethnicity Served

- African American
- Hispanic

Number - African American
20

Number - Hispanic
20

Total
40.00

Has your organization received previous funding from the Dollar General Literacy Foundation?

- No

How many individuals were served by this Family Literacy project last year?

ABE- Adult Basic Education	ESL- English as a Second Language	GED or high school equivalency	Youth
0	0	0	0

What is your National Literacy Directory Program ID number?
87715

Community Summary

Geographic Classification

Rural

Education Attainment
19.70 %

Poverty Rate
24.20 %

Unemployment Rate
5.40 %

Language Other Than English
10.30 %

Project Design and Evaluation

Statement of Impact
100 people served for the year. Instruction by small group, classroom. The expected outcome is to strengthen parent-child relationships through joint literacy activities and family engagement events.

Project Design

Our proposed project aims to create a comprehensive family literacy program that addresses the literacy needs of both parents and children in our community. We believe that fostering a love for learning within families will have a lasting

impact on educational outcomes and community engagement.

The literacy-focused Parent and Child Together (PACT) time in our program is meticulously designed to create an engaging and supportive environment for families to explore literacy together. Here is an in-depth description of the structured activities during our PACT sessions: 1. Welcome and Icebreaker (10 minutes): 2. Joint Reading Session (15 minutes): 3. Literacy Stations (30 minutes): 4. Parent-Exclusive Workshop (20 minutes): 5. Joint Creative Expression (20 minutes): 6. Interactive Learning Games (15 minutes): 7. Group Reflection and Sharing (10 minutes): 8. Take-Home Resources Distribution (5 minutes): 9. Closing and Acknowledgments (5 minutes):

By structuring our literacy-focused PACT time in this manner, our program aims to create an enriching and collaborative space where both parents and children can actively participate, learn, and enjoy the journey of literacy development together.

Timeline

Month 1-2: Program Launch

• Recruit and train facilitators, ensuring they are well-equipped to lead engaging and effective PACT sessions.

Month 3-4: Parent and Child Together (PACT) Sessions Commence

• Initiate the literacy-focused PACT sessions, starting with a series of introductory sessions to familiarize participants with the program structure and goals.

• Monitor and evaluate the effectiveness of the initial sessions, making any necessary adjustments to enhance engagement and alignment with outcomes.

Month 5-8: Ongoing PACT Sessions and Mid-Term Review

• Continue with regular PACT sessions, incorporating feedback from participants and assessing progress toward the outlined outcomes.

• Conduct a mid-term review to evaluate the impact of the program, adjust strategies if needed, and ensure alignment with the desired outcomes.

Month 9-10: Specialized Workshops and Family Literacy Events

• Implement specialized workshops for parents and additional literacy-focused events to further strengthen the impact of the program.

• Introduce interactive learning games and creative expression activities tailored to the evolving needs and preferences of participating families.

Month 11-12: Final Evaluation and Reporting

• Compile data, testimonials, and feedback for the Dollar General Literacy Foundation (DGLF) final report.

• Ensure all allocated funds are utilized in accordance with he budget and report the accomplishments and challenges faced during the grant period.

Weekly Instructional Hours Per Individual Served

1 Hours

Delivery of Instruction

- Classroom
- One-on-one instruction
- Small group

Assessment Methods

The effectiveness of our project will be assessed through a combination of qualitative and quantitative methods to ensure a comprehensive understanding of its impact on participating families. We will employ the following methods:

The Test of Adult Basic Education (TABE) will be used as the primary measurement tool for tracking education gains among adult participants. For children, age-appropriate literacy assessment tools aligned with educational standards will be employed.

Pre and post-assessments using TABE and other tools will be conducted at the beginning and end of the 12-month grant period to measure literacy gains.
Participant surveys and feedback will be collected on a quarterly basis to capture evolving experiences and perceptions throughout the program.
Observations, parent-teacher conferences, and portfolio assessments will be ongoing throughout the program to provide continuous insights into participant engagement and progress.
By combining these assessment methods and utilizing standardized measurement tools, we aim to obtain a holistic understanding of the effectiveness of the program and ensure that our outcomes align with the goals of the Dollar General Literacy Foundation grant.

Measurable Results - Defining Success
At the end of the 12-month funding period, we expect to achieve the following specific, measurable results for both adult and child participants in our program:
1. Adult Literacy Improvement:
Outcome: Increase in participants' average TABE scores.
Measurement: A minimum average increase of 1.5 grade levels on the Test of Adult Basic Education (TABE) assessments for adult participants.
2. Child Literacy Improvement:
Outcome: Improvement in children's reading proficiency.
Measurement: 80% of participating children will demonstrate an increase of at least one reading level as assessed by age-appropriate standardized literacy assessments.
3. Increased Parental Involvement in Child Education:
Outcome: Enhanced parental involvement in children's education.
Measurement: 90% of parents will report actively engaging in at least three literacy-related activities with their children each week based on participant surveys.
4. Attendance and Engagement:
Outcome: Consistent attendance and active engagement in PACT sessions.

Measurement: Achieve an average attendance rate of 85% or higher for both parents and children throughout the 12-month period.
These specific, measurable results provide a clear framework for evaluating the success of the program at the end of the 12-month funding period, aligning with the objectives outlined in our proposal to the Dollar General Literacy Foundation.

Resource Capacity

Project Partners and Responsibilities
To ensure the sustainability of our program, we will actively seek partnerships with local schools, community organizations, and businesses. Additionally, we plan to leverage volunteer support and explore avenues for long-term funding beyond the grant period.

Key Personnel
LaKysha Perkins Literacy Coordinator
Tabitha Washington Director of Library Services

Available Technology
Any technology being used it would be a one to one device as needed for sessions.

Are you requesting technology with this grant application?

No

Budget Information

Revenue - Sources of Funding

Dollar General Literacy Foundation Request
$ 10,000.00

Government Grants
$ 10,000.00

Corporation or Foundation Grants
$ 0.00

Individual Donors/Other Contributions
$ 10,000.00

In-kind
$ 10,000.00

Total Revenue
$ 30000

50% of the revenue
$ 15000

DGLF Budget Allocations

Salaries
$ 2,000.00

Instructional Materials
$ 2,000.00

Software
$ 0.00

Supplies
$ 1,000.00

Travel
$ 500.00

Training
$ 0.00

Printing and Publications
$ 2,000.00

Computers and Technology
$ 2,500.00

Professional Development
$ 0.00

Total Budget Allocation
$ 10,000.00

DGLF Budget Narrative
The funding requested from the Dollar General Literacy Foundation (DGLF) will be strategically allocated to support the successful implementation of the Parent And Child Together (PACT) program. The detailed breakdown of the budget is as follows:

1. Personnel Costs:

Trained Facilitators: $2,000.00
Salaries for experienced facilitators responsible for leading PACT sessions, conducting workshops, and providing ongoing support to participants.
Program Materials and Resources:

Literacy Kits: $2,000.00
Purchase age-appropriate literacy kits containing books, educational materials, and resources for both adults and children to support learning activities during PACT sessions.
Educational Games and Supplies: $1,000.00
Acquire interactive learning games and supplies for hands-on literacy activities, ensuring a dynamic and engaging learning environment.
Miscellaneous Expenses:
Unexpected or Contingency Printing, Computer, and travel: $5,000.00
Allocate a portion of the budget for unforeseen expenses or contingencies that may arise during the course of the program.

Are you applying on behalf of:

- Library

Approval of Board Chair and Executive Officer

Executive Director / Officer
Tabitha Washington

Board Chairperson
Tabitha Washington

Board Members

First Name	Last Name	Affiliation
N/A	N/A	N/A

Submission Approval

- I Agree

I understand that all mailed correspondence, including payment of an awarded grant proposal, will be sent to the organization's address provided in the Organization Information section of this application.

- I Agree

I understand if this proposal is selected for funding and the grant check is not cashed within ninety days of receipt of funding, the check will be null and void and the grant will be forfeited.

- I Agree

I understand that if selected, my organization will be required to complete a report detailing program outcomes and budget information.

- I Agree

Diversity, Equity & Inclusion Policy

- I Agree

USA Patriot Act Counter-terrorism Compliance

AGENCY/ORGANIZATION NAME:
The Literacy Center

Check the appropriate box to indicate your compliance with each of the following:

Patriot Act

- Agree

I certify on behalf of the organization listed above that the foregoing is true.

- I Agree

Adult Education Instruction

Gadsden County Public Library System

Project ID:

FL-0002-01/2024

Acknowledgement Part

Donation Acknowledgement

- Yes

Grant Recipient

First Name	Last Name
LaKysha	Perkins

Employee Signature:
Lakysha Perkins

Date:
6/3/24

Board of County Commissioners
Agenda Request

Date of Meeting: June 18, 2024

Date Submitted: May 29, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator

Subject: Re-Appointment to the Quincy-Gadsden Airport Authority (QGAA)

Statement of Issue:

This agenda item seeks approval from the Board to re-appoint Mr. Robbie Maxwell as one of the Gadsden County representatives to the QGAA.

Background:

The QGAA was formed by Legislation in 1988. The makeup of the Authority is two members appointed by the County, two appointed by the City of Quincy, and one appointed by the other four Authority members. Each member serves a three-year term and can serve two consecutive three-year terms.

On May 20, 2024, the QGAA sent a letter to Chairman Green requesting the re-appointment of Mr. Robbie Maxwell. The attached letter stated that Mr. Maxwell's current term will expire on June 30, 2024, and by the enabling legislation of the QCAA, he is eligible to serve a second consecutive term.

Mr. Maxwell is a Gadsden County resident and serves as Chairman of the Quincy-Gadsden Airport Authority. Mr. Maxwell is a former Gadsden County Deputy, Chairman of the Wetumpka Volunteer Fire Department, an aircraft owner, and a pilot. At the QGAA's May 20, 2024, Meeting, the Board voted unanimously to recommend Mr. Maxwell as the Gadsden County appointee for a second three-year term beginning on July 1, 2024.

Fiscal Impact:

There will be no fiscal impact.

Options:

1. Approve the re-appointment of Mr. Robbie Maxwell as the Gadsden County representative to the Quincy-Gadsden Airport Authority to serve a three-year term beginning on July 1, 2024.

2. Do not approve.

3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment(s):

1. Letter of request for appointment from the Quincy-Gadsden Airport Authority

2. Enabling Legislation

3. Mr. Maxwell's Resume

QUINCY-GADSDEN AIRPORT AUTHORITY
Quincy Municipal Airport (2J9)
Post Office Box 1905
Quincy, Florida 32353
850-627-2112 quincyairport@tds.net

May 20, 2024

The Hon. Ronterious Green, Chairman
Gadsden County Board of Commissioners
Post Office Box 1799
Quincy, FL 32353

Dear Chairman Green:

This letter is to support the re-appointment of **Robbie Maxwell** as one of Gadsden County's representatives to the Quincy-Gadsden Airport Authority (QGAA). Mr. Maxwell's current term will expire on June 30, 2024, and in accordance with the enabling legislation of the QGAA, he is eligible to serve a second consecutive term.

Robbie Maxwell is a Gadsden County resident and currently serves as Chairman of the Quincy-Gadsden Airport Authority. Mr. Maxwell is a former Gadsden County Deputy, Chairman of the Wetumpka Volunteer Fire Department, an aircraft owner, and a pilot. Over the past three years, Mr. Maxwell has brought a welcome addition of government leadership to the Board and has spent countless hours volunteering in the day-to-day operations of the Quincy Municipal Airport. He has overseen the maintenance activities and construction projects of the airport during his tenure as a QGAA Board member. **Robbie Maxwell** has a firm commitment to the best interests of Gadsden County in the current operations and future development of the Quincy Municipal Airport.

At its meeting on May 20, 2024, the QGAA voted unanimously to recommend Robbie Maxwell as one of Gadsden County's appointees to the Quincy-Gadsden Airport Authority for a second three-year term beginning on July 1, 2024.

The QGAA would like to take this opportunity to thank the Gadsden County Commission for its commitment to the general aviation community of Gadsden County and the QGAA looks forward to the continued partnership in this endeavor.

Sincerely,

Janice Watson

Janice Watson
QGAA Administrator

cc: Ed Dixon, Gadsden County Administrator
Robbie Maxwell, QGAA Chairman

Robbie Maxwell, Chairman - Ralph Higdon, Vice-Chairman - Glenn Weber, Secretary/Treasurer
Alan Morris - Stephen Rogers

Quincy-Gadsden Airport Authority – Enabling Legislation

Chapter 88-439 Senate Bill No. 493

An act relating to the City of Quincy and Gadsden County; creating a dependent special district in the county to be governed by the Quincy-Gadsden Airport Authority; providing definitions; providing for the membership of the authority; granting the authority the power to acquire, finance, and operate an airport and other projects within the district; providing for the authority to issue revenue bonds or other obligations to finance various projects; providing for the payment of the expenses of the authority from funds of the City of Quincy and the County of Gadsden; authorizing the authority to enter into contracts, leases, mortgages, and other agreements and exercise all incidental powers providing for financial reports and budget procedure; requiring the authority to carry insurance and providing for indemnification of the city and county; requiring notice of meetings of the authority; prohibiting the creation of certain debts; providing for airport zoning regulations; providing for construction of the act; providing severability; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Short title—This act may be cited as the "Quincy-Gadsden Airport Authority Act."

Section 2. Definitions.—As used in this act, the term:

(1) "Authority" means the governing body of the Quincy-Gadsden Airport District.

(2) "Cost of project" includes the cost of construction; the cost of all lands, properties, easements, rights and franchises acquired; the cost of machinery, equipment and all improvements; financing and refinancing charges; interest prior to and during the construction and for a period of time after such construction; cost of engineering, architectural, and legal expenses and plans and specifications and other expenses necessary or incident to determining the feasibility or practicability of the project; administrative expenses; and such other expenses as may be necessary or incident to the financing authorized by this act for the construction of any project, the placing of same in operation, or the leasing or renting thereof.

(3) "District" means the dependent special district crated by this act to be known as the Quincy-Gadsden Airport District.

(4) "Project" means any of the following when undertaken, owned, controlled, or operated by the authority:

(a) Any airport, runways, taxiways, air navigation facilities, maintenance and service facilities, passenger terminals, and buildings and structures and all appurtenant and related facilities necessary or convenient for the complete management, operation, and maintenance of such facilities; and

(b) Industrial and manufacturing plans including water, sewage, pollution, and waste control facilities, and all appurtenant facilities for the complete operation thereof, and such other capital projects as may otherwise be provided or authorized by the Florida Industrial Development Financing Act and other applicable general laws, all appurtenant to and located on an airport that is undertaken, owned, controlled, or operated by the authority.

Section 3. District; creation and purpose.—For the purpose of performing such acts as are necessary for the sound planning for, and development and maintenance of, an airport and for the purpose of managing and operating an airport and airport facilities, for the City of Quincy and Gadsden County and the territory included within the district, including any industry, commerce, or business necessary and incidental thereto, a dependent special district is hereby created and incorporated, to be known as the Quincy-Gadsden Airport District, in Gadsden County, which dependent special district is a public body corporate and politic and includes all territory with the county boundaries of Gadsden County.

Section 4. Membership of the authority; appointment and terms of office.—The governing body of the district shall be composed of five members, each of whom must be a resident and an elector of Gadsden County. Two members shall be appointed by the City Commission of the City of Quincy; two members shall be appointed by the Board of County Commissioners of Gadsden County; and one member shall be selected by the other four members. The initial appointments shall be for staggered terms as follows: One member appointed by the city commission and one member appointed by the board of county commissioners shall be appointed to serve for a term of 3 years each; the other member appointed by the city commission and the other member appointed by the board of county commissioners shall be appointed to serve for a term of 2 years each; and the fifth member appointed by the other four members shall be appointed to serve for a term of 1 year. Thereafter, all subsequent appointments shall be for 3-year terms. The term of each initial member shall begin on the effective date of this act. Any member of the authority may be removed by the appropriate appointing authority for misfeasance, malfeasance, or willful neglect of duty. Each appointment made subsequent to the initial appointments shall be made by the appropriate appointing entity on or prior to the date of expiration of the preceding term in the same manner as the original appointment. A vacancy in office shall be filled for the balance of the term by the appropriate appointing entity in the same manner as the original appointment. A member may not serve for more than two consecutive terms.

Section 5. Chairman, vice chairman, and airport manager.—The authority shall appoint a chairman, vice chairman, secretary, such other officers as the authority deems advisable, and an airport manager, each of who shall be appointed to serve for such term and for such remuneration as is provided by the authority.

Section 6. Quorum, transaction of business.—A majority of the members of the authority qualified and serving shall constitute a quorum for the transaction of the business of the authority.

Section 7. Meetings; rules of procedure.—As soon as practicable after the effect date of this act, the authority shall meet and arrange a time for holding meetings of the authority. It may adopt such rules or organization and procedure as it deems necessary and expedient.

Section 8. Duties.—It is the duty of the authority to make a study of the advantages, facilities, resources, products, attractions, conditions, and all other data concerning the district that relate to the airport and air navigation needs; provide for the development, construction, operation, and maintenance of the airport and related facilities; encourage industry to locate on the airport in the district and use such means and media as the authority deems advisable to make public such data and material to such person, firms, corporations, agencies, and institutions which the authority finds to encourage industry to locate on and use the airport; cooperate with any and all other governmental agencies in accomplishing the purposes of this act; and do all other things it deems advisable in its effort to effectively maintain an airport and the location of industry thereon. The duties of the authority provided in the section are declared to be a proper district, municipal, county, and public purpose.

Section 9. Expenses; gifts; compensation.—The City Commission of the City of Quincy and Board of County Commissioners of Gadsden County are hereby authorized to pay, out of their general funds, the expenses of the authority and the costs of carrying out the purposes of this act. The City Commission of the City of Quincy and the Board of County Commissioners of Gadsden County shall each furnish 50 percent of the funds necessary to meet the expenses of the authority until such time as is mutually agreed upon by the city commission and the board of county commissioners. Thereafter, the city commission and the board of county commissioners may each appropriate such amount of its funds to support the authority as is mutually agreed upon by the city commission and the board of county commissioners. The expenditure of funds by the city commission to carry out the purposes of this act is declared to be a proper municipal purpose and the expenditure of funds by the board of county commissioners is declared to be a proper county purpose. In addition to the funds received from the general funds of the city and of the county, the authority may accept receive, and expend, for carrying out the purposes of this act, such sums as may be offered as gifts, donations, grants, or bequests from any source whatever. The members of the authority shall receive no salary or other compensation for their services. The authority shall, however, pay reasonable costs and expenses necessarily incurred by the members in the performance of their duties.

Section 10. Lease of property for airport and industrial purposes.—The City Commission of the City of Quincy or Board of County Commissioners of Gadsden County may lease, sell, or give to the authority any property which, in the discretion of the city commission or board of county commissioners, is not needed for its governmental purposes.

Section 11. Powers.—The Quincy-Gadsden Airport Authority shall have the following powers:

(1) To adopt and alter an official seal.

(2) To sue and to be sued in its own name.

(3) To acquire, hold, and dispose of personal property and real property for its purposes.

(4) To enter into contracts with governmental agencies and subdivisions of the state or of the United States, or with any private person, firm, or corporation, in order to carry out the purposes of this act.

(5) To acquire property, real or personal, for the purpose of establishing, construction, enlarging, managing, or operating an airport, runways, navigational facilities, buildings, structures, industrial parks, passenger terminals, fuel storage facilities, roadways, taxiways, utility systems, or other facilities or improvements necessary or desirable for the servicing of aircraft, the comfort or accommodation of air travelers, or the operation of airport facilities for either foreign or domestic air transportation.

(6) To acquire, by the power of eminent domain in the manner provided in chapter 73, Florida Statutes, or chapter 74, Florida Statutes, land and the improvements thereon, but only for public airport purposes. In addition, the authority may acquire land or other property for airport purposes by grant, donation, purchase, or lease in the manner otherwise provided in this act for other projects. The authority may not sell any land acquired for airport purposes but may lease or rent such land as necessary to further the purposes of this act.

(7) To establish such rates, charges, or user fees for the use of the airport or airport facilities as the authority deems necessary.

(8) To construct or provide for the construction of such special purpose facilities as are usually provided for the repair or servicing of aircraft or for the comfort or convenience of the public, including, but not limited to, fueling equipment and storage facilities, concessions, restaurants, food and beverage facilities, hotels or other lodging facilities, parking lots, and similar facilities. The authority may lease, but may not sell, such special purpose facilities to private operators of concessionaires, or such facilities may be operated by the authority in its discretion.

(9) To employ, in the operation and management of the airport, such managers, supervisors, technicians, or other personnel as are necessary for the economical and efficient management thereof, and to adopt rules and regulations with reference to all projects and matters under its control. All rules and regulations of the authority shall be open to public inspection and a copy thereof must be provided by the authority, at cost, to any person who requests such copy.

(10) To have full power, in acquiring property for airport purposes from the City of Quincy, Gadsden County, or any public agency or in operating an airport, to contract with the Federal Aviation Authority or any federal agency which exercises any authority with respect to aviation, air navigation, or air transportation. The authority must abide by all rules and

regulations of such federal agencies including the rules and regulations governing the uses to which land acquired for airport purposes may be put and the rules and regulations governing the operation of the airport, air navigation facilities, and aircraft. The authority may assume any obligation, covenant, or agreement imposed prior to the effective date of this act by any governmental agency by deed, deed restriction, or contract on the City of Quincy, Gadsden County, or any other governmental agency therein with respect to airports or aviation.

(11) To exercise the powers granted to municipalities under chapter 332 Florida Statutes, in acquiring, financing, and operating an airport and air navigation facilities.

(12) To advertise and publicize the use of its airport and to expend its funds for such purposes.

(13) To finance or refinance the acquisition or construction of projects by issuing revenue bonds or other debt obligations in the manner provided by chapter 332 Florida Statutes, or as provided by any other applicable general law.

(14) To select and appoint agents and employees, including engineers, architects, appraisers, realtors, financial consultants, accountants, and attorneys and to fix their compensation.

(15) To enter into contracts, and to execute any instrument necessary or convenient, including a contract for the construction, lease, rental, or use of any project.

(16) To borrow money for any of its purposes and to execute any notes, mortgages, deeds to secure debt, trust deeds, trust agreements, or such other instruments as are necessary or convenient to evidence and secure such borrowing.

(17) To construct, acquire, own, maintain, extend, improve, equip, operate, and manage projects located on property owned or leased by the authority and to pay the cost of any such project from the proceeds of revenue bonds of the authority or from any other source.

(18) To report at least annually and in writing to the City Commission of the City of Quincy and the Board of County Commissioners of Gadsden County on the management and operation of its airport and airport facilities and projects.

(19) To exercise any power granted by the laws of the state to public or private corporations performing similar functions which is not in conflict with the State Constitution, to do all things necessary or convenient to carry out the powers expressly conferred by this act and the purposes of this act.

Section 12. Financial reports; audits.—The authority shall, on or before November 30 of each year, file an annual financial report for the fiscal year ending September 30 immediately preceding with the City Commission of the City of Quincy and the Board of County Commissioners of Gadsden County. The authority shall, on or before August 1 of each year,

submit to the city commission and to the board of county commissioners a detailed proposed budget for its operations in the succeeding fiscal year beginning October 1. The authority shall, with the approval of the city commission and the board of county commissioners, fix a date and time on or before August 31 for a public hearing on the proposed budget of the authority. Reasonable notice of the public hearing must be advertised one time in a newspaper of general circulation published in Gadsden County. The authority, the city commission, and the board of county commissioners shall convene on the date fixed in the advertisement and from day to day thereafter if deemed necessary for the purpose of holding such public hearing and making whatever revisions in the proposed budget as are deemed necessary. The city commission and the board of county commissioners, after their examination of the authority's proposed budget and at a public hearing, may approve or disapprove the budget of the authority. If the city commission and the board of county commissioners cannot agree on the budget of the authority, in order to assure the continued operation and maintenance of the airport and its facilities and projects, the matter shall be submitted to three independent arbitrators mutually selected by the city commission and the board of county commissioners, and the recommendation of a majority of such arbitrators shall be resubmitted to the city commission and the board of county commissioners for their approval. Upon approval by the city commission and the board of county commissioners, the budget shall become fixed and may not be amended except by the joint action of the city commission and the board of county commissioners. All expenses incurred for the fiscal year for which the budget is fixed shall be vouchered and charged on the financial records against the budget of that year, and, to carry out this provision, the authority may hold its books open for 30 days after the expiration of the fiscal year. The authority may not expend or contract to expend in any fiscal year more money than is budgeted. Total appropriations may not be exceeded. However, adjustments within the total budget may be made by majority vote the authority. The authority may not incur indebtedness in excess of the expenditures authorized in the budget, pay any illegal charge against the authority, or pay any claim against the authority not authorized by law, and any member of the authority who concurs in such act is guilty of malfeasance in office and subject to removal from office.

Section 13. Insurance and indemnification.—The authority shall carry liability and property damage insurance in amounts sufficient to reasonably cover the exposure of the operation and maintenance of its airport, facilities, and projects, and the authority shall indemnify, protect, and hold harmless the City of Quincy and Gadsden County from and against any and all claims resulting from the use, occupancy, operation, or maintenance of its airport, facilities, or projects. The authority shall furnish the City of Quincy and Gadsden County certificates of such insurance.

Section 14. Notice of meetings.—The authority must give notice of its proposed meetings by publication in a newspaper of general circulation in Gadsden County of the place and time of such meeting at least 48 hours prior thereto. However, the failure to give such notice shall not affect the validity of any meeting, and, in the case of emergency meetings, such notice requirement may be waived by a vote of two-thirds of the members of the authority.

Section 15. Creation of state, municipal, or district debts prohibited.—The authority may not create a debt against the state, the City of Quincy, or Gadsden County. All revenue bonds or debt obligations must contain on the face thereof a statement to the effect that the state, the county, and the city are not obligated to pay the same or the interest thereon; that the bonds or obligations are payable by the authority only from revenues of the project or the portion thereof for which they are issued; and that neither the faith and credit or the taxing power of the state or of any of its political subdivisions is pledged to the payment of the principal of or the interest on the bonds or obligations.

Section 16. Zoning regulations,--The authority may exercise and perform all of the powers and prerogatives conferred upon political subdivisions by chapter 333, Florida Statutes, as from time to time amended, with respect to the adoption and enforcement of airport zoning regulations. Any airport zoning regulations adopted by the authority pursuant to such chapter shall supersede prior regulations adopted by the airport zoning board of the City of Quincy and Gadsden County insofar as such prior regulations pertain to an airport under the jurisdiction of the authority.

Section 17. Construction and purpose of act.—

(1) The purpose of this act is to develop and promote the welfare of the public and of the City of Quincy and Gadsden County, and the act shall be liberally construed to effect its purpose.

(2) The powers conferred by this act are in addition and supplementary to existing powers.

(3) The exercise of the powers granted by this act are in all respects for the benefit of the people of this state, for the increase of their industry and prosperity, for the improvement of their health and living conditions, and for the provision of gainful employment and constitute the performance of essential public functions.

(4) The authority may exercise all the powers in connection with the authorization, issuance, and sale of revenue bonds to finance the cost of capital projects conferred on counties, municipalities, special districts, and other local governmental bodies by the Florida Industrial Development Financing Act, and all of the privileges, benefits, powers, and terms of such act are fully applicable to the authority.

Section 18. If any provision of this act or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared severable.

Section 19. This act shall take effect upon becoming a law.

Became a law without the Governor's approval June 7, 1988.
Filed in Office Secretary of State June 7, 1988.

Robert H. (Robbie) Maxwell Jr.

Quincy, Fla 32351

Summary:

- I am a third generation Gadsden Countian. My grandfather moved here from south Georgia in the 1930's and built an agricultural business and served four terms as a Gadsden County Commissioner.

- I purchased an airplane and became a tenant at Quincy Municipal Airport in November 2019 and obtained my Pilot's license May 5, 2020 and have amassed nearly 600 hours of flying time.

Experience:

- July 2021 to Present: 3 years experience as a Gadsden BOCC Appointee to the Quincy-Gadsden Airport Authority; Board of Directors.
  - Elected as Vice Chairman; November, 2021.
  - Elected as Chairman; August, 2023. (Current Incumbent)

- 1988 to Present: Wetumpka VFD; Volunteer Firefighter and Board Member.
  - Elected President of the Board October, 2020. (Current Incumbent)

- 1998 to 2006: Mt. Pleasant VFD; Volunteer Firefighter.

- 1993 to 2018: Gadsden County Sheriff's Office: Deputy Sheriff, School Resource Officer, Criminal Investigator. Retired after 25 years of service.

- 1983 to Present: T. L. Maxwell Company: Work with mechanical, electrical and hydraulic maintenance and heavy equipment operations as well as administrative roles in the family agricultural business.

Quincy-Gadsden Airport Authority – Qualifications

Over the past three years I have had the pleasure of volunteering my time to serve as one of Gadsden County's Representatives on the Quincy-Gadsden Airport Authority (QGAA) Board of Directors. Operating a Public-Use General Aviation Airport involves: Tenant Relations, Equipment/Mechanical Maintenance, Administration of Capital Improvement Construction Projects, and Financial Management.

Tenant Relations:

During my tenure as a QGAA Board Member I oversee the Board's interaction with more than 80 tenants that rent aircraft hangars. I have improved the aviation environment at the airport by addressing the misuse of hangars as storage units. I have been instrumental in changing the Leases and implementing regular hangar inspections.

Mechanical Maintenance: The newly instituted hangar inspections revealed numerous maintenance concerns, some of which posed safety risks. I volunteered much of my time, utilizing my skills, to repair the defective and sometimes hangar doors, runway lights and other maintenance concerns.

Instrument Approaches: Recognizing the need for safe instrument approaches for pilots to during inclement weather, I proposed and worked tirelessly, for more than a year, to reinstate these approaches. This project, supported by fellow Board members, will positively impact the QGAA, Gadsden County and the City of Quincy by increasing airport accessibility, during inclement weather, and enhancing emergency medical helicopters access to the airport.

After mitigating many hurdles, the the FAA recently announced that the new Instrument Approaches are scheduled to be published December 26, 2024!

Administration and Financial Management of Capital Improvement Projects: Since 2021 I have served on the management committees of two major construction projects at the Quincy Municipal Airport. The $1.3 million dollar Runway Rehabilitation project in 2021 and the $2.7 million dollar Taxiway Construction Project in 2023. Administration of these major projects included weekly meetings and on-site inspections with contractors. I have been actively involved in the development and implementation of the Airport Master Plan which includes over $5 million dollars combined investment by the FAA (Federal funding) and the FDOT (State funding) for Quincy Municipal Airport construction projects over the next 5 years.

Financial Management: During my three-year tenure as a QGAA Board Member, the QGAA has received all clean audits with no findings or recommendations.

I respectfully request to be re-appointed by the City of Quincy for a second three-year term as the City of Quincy's Representative to the Quincy-Gadsden Airport Authority.

/s/ Robbie Maxwell,
QGAA Chairman

Board of County Commissioners
Agenda Request

Date of Meeting: June 18, 2024

Date Submitted: June 10, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon County Administrator
Roosevelt Morris, Building Official, and Interim Assistant County Administrator

Subject: Approval to Award ITB 24-06 Rebid W.S. Stevens COVID Shelter to Graybelle Construction, LLC. and Approval to Negotiate the Contract

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Statement of Issue:

This agenda item seeks Board approval to award ITB 24-06 Rebid W.S. Stevens COVID Shelter to Graybelle Construction, LLC (i.e., "Graybelle) and approval to negotiate the contract.

Background:

The County was awarded a total of $1,777,469.00 (*with $177,496.00 allocated for engineering, environmental and planning, an allocating $1,600,000.00 for construction*), in CDBG-CV funding to renovate and improve the Stephens School Cafeteria to serve primarily as a COVID (Pandemic) Shelter and point of distribution of resources and information and COVID immunization. The County and the Florida Commerce (Commerce) finalized and executed the agreement on November 15, 2022, which allowed the County to begin work on the project.

Due to the nature of the HUD funding a federal HUD/NEPA environmental assessment (EA) was required. The County was required to issue a project-specific request for qualifications (RFQ) for the suite of required professional engineering services (i.e., EA, drawings, specifications, permitting, bid package, procurement assistance, CEI, etc.). The County awarded to the RFQ to Dewberry Engineering, Inc. Commerce approved the EA in late 2023 and approved the County's Invitation to Bid (ITB) 24-06 COVID Shelter seeking qualified general contractors for the construction of needed renovations and improvements.

The County initially advertised the ITB 24-06 on February 28, 2024, and it closed on March 26, 2024. However, only one bid was received and per the County and federal regulations at least three bids are required. Therefore, the County reissued the ITB 24-06 rebid on April 11, 2024, and it closed on May 15, 2024, and three bids were received.

All three bids were responsive but exceeded the grant funds available for the renovations. Of the three bids, Graybelle was the lowest bidder at a cost of $1,697,000.00 and was open to negotiating a lower cost. County staff consulted with Commerce who reviewed the three bids and approved the County to issue the Notice of Intent to Award to Graybelle and negotiate the contract and lower cost with Board approval.

The three bids received were from:

1. Ram Construction and Development, LLC $3,046,000.00
2. CSI Contracting $2,616,504.00
3. Graybelle $1,697,000.00

In accordance with the County's Procurement Policy, the Notice of Intent to Award to Graybelle was posted to the County's website on Tuesday, June 5, 2024 @ 3:00 PM to begin the 72-hour period giving notice for bidders to file a protest. The 72-hour period ended Friday, June 7, 2024 @ 3:00 PM and no notices of protest were received.

Analysis:

Should the Board approve this agenda item, staff will (1) prepare and post to the County's website the Notice of Award to Graybelle pursuant to the County's Purchasing Policy; and (2) begin contract and cost negotiations with Graybelle and submit to Commerce the draft contract and cost for approval. Once staff receive approval from Commerce of the draft contract and cost, an agenda item will be prepared seeking Board approval of the contract and negotiated cost. Examples of cost savings include reducing the number of interior walls allowing for more open space, using County staff for some of the site prep work, etc.

Staff are respectfully seeking Board approval to award ITB 24-06 Rebid to Graybelle and approval to negotiate the contract.

Fiscal Impact:

There is no fiscal impact with this agenda item.

Options:

1. Approve to award ITB 24-06 Rebid to Graybelle Construction, LLC and approve staff to negotiate the contract.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachments:

1. Dewberry Letter of Recommendation

Dewberry

Dewberry Engineers Inc.
101 North Monroe Street, Suite 710
Tallahassee, FL 32301-1549

850.523.0062
www.dewberry.com

May 21, 2024

Ed Dixon, County Administrator
Gadsden County
1-B East Jefferson Street
P.O. Box 1799
Quincy, Fl 32353-1799

RE: Stevens School Covid Shelter-Award Recommendation

Dear Mr. Dixon,

On March 26th, the county received the total of 3 bids for the above referenced project. Ranging from $1.7 million to $3 million as shown on the attached bid tabulation (**Attachment A**). Graybelle was the apparent low bidder with a bid amount of $1,697,000.

Dewberry has not previously completed any work with this company; however, Dewberry staff along with Joel Sampson, met with representative from Graybelle to discuss project understanding and prior experience. It is our opinion that the contractor has a clear understanding of the proposed scope of work. Additionally, our team has visited projects previously completed by the Graybelle team. It appears that their previous work demonstrates the competencies needed to complete the county's proposed project.

If additional information is needed, please feel free to contact me at email jford@dewberry.com or give me a call at 850.814.3907.

Sincerely,

DEWBERRY

Justin Ford, P.E.
Vice-President

NOTICE OF INTENT TO AWARD

ITB 24-06-Rebid

W.S. STEVENS COVID SHELTER

TO BIDDER: GRAYBELLE CONSTRUCTION, LLC

Any person (bidder) who is affected adversely by the decision or intended decision of the County shall file with County Purchasing Office a notice of protest in writing within 72 hours after the posting of bid tabulation/Notice Intent to Award or protest within ten (10) calendar days after the date he/she/they filed the notice of protest. Failure to file a notice of protest within the time prescribed by Section 5 of the Purchasing Policy of Gadsden County Board of Commissioners shall constitute a waiver of proceedings under that section of this Policy.

I certify that the above statements are correct. I further certify that this award follows the Purchasing Policy of the Gadsden County Board of County Commissioners.

_____

Roosevelt Morris, Acting Purchasing Director

Start Date and Time of Posting: **Tuesday, June 4, 2024, 3:00 p.m. EST**

Board of County Commissioners
Agenda Request

Date of Meeting: June 18, 2024

Date Submitted: June 7, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator

Subject: Approval of the Agreement for Gadsden County Professional Architectural Consulting Services with Hammond Design Group, LLC

Statement of Issue:

This agenda item seeks Board approval of the Agreement for Gadsden County Professional Architectural Consulting Services with Hammond Design Group, LLC. The contract has been negotiated and reviewed by the County Attorney and County Administrator.

Background:

The County's Architectural Consultants will work with the Board of County Commissioners, the County Administrator and/or designee to master planning, concept design and estimates for facilities development options, energy studies, sustainability improvements to existing facilities and energy efficient system, Green Globe, design of alternative energy systems, parks and recreation projects, facilities new construction, facilities retrofitting, facilities remodeling or rehab, forensic investigations, architectural design, interior remodeling design, landscape design, water intrusion studies, roof evaluation and repair, mechanical engineering, civil engineering, electrical engineering, structural engineering, acoustical engineering, building air quality control; project inspection, management and administration. Environmental assessments of construction projects and or supervision/management services of construction projects as requested by the County.

Analysis:

None.

Fiscal Impact:

Hammond Design Group, LLC had the highest cumulative evaluation score.

Options:

1. Approve the agreement for Gadsden County's Professional Architectural to Hammond Design Group, LLC and authorize the County Administrator to begin contract negotiation.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachments:

- Agreement

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES-ENGINEERS/ENGINEERING CONSULTANTS

This Contract is made and entered into this_____day of_____, 2024, by and between THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA ("BOARD"), a political subdivision of the State of Florida, located at 5B East Jefferson Street, Quincy, Florida 32351, and Hammond Design Group, LLC whose principal place of business is at 2627 S Blair Stone Road Tallahassee, Fl 32301 (the "Consultant"), in connection with Gadsden County's Request for Quote 23-01 and the professional services set forth therein.

W I T N E S S E T H

WHEREAS, the Board has pursued the professional services selection process contemplated under section 287.055, Florida Statutes; and

WHEREAS, after due review of the proposals, the Board selected a firm for Professional Consulting Services-Architectures Consultants agreements; and

WHEREAS Consultant was one of the firms selected; and

WHEREAS Gadsden County ("County") desires to obtain the Professional Consulting Services-Architectural Services Consultants of the Consultant concerning certain design, construction, permitting and engineering study services, said services being more fully described in Work Authorizations issued under this Contract for the projects.

NOW, THEREFORE, in consideration of the mutual promises herein, the Board and the Consultant agree as follows:

ARTICLE ONE
CONSULTANT'S RESPONSIBILITY

1.1. Consultant shall provide County Professional Architectural consulting services for the duration of the Contract.

1.2. The Basic Services required under this Contract to be performed by the Consultant shall be those outlined in Article Two and shall be issued periodically as Work Authorizations for identified County projects ("Project"). Such Projects and scopes of work will be outlined in a Work Authorization and all provisions of this Agreement apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will set forth a specific Project, the 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.

1.3. The basis of compensation to be paid Consultant by the County for Basic Services is outlined in Article Five and Exhibit A, "Basis of Compensation" attached to each Work Authorization,which is attached hereto and incorporated herein. Work Authorization requests will be made to the consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

1.4. The Consultant agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Contract.

1.5. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.6. Consultant agrees that the Project Manager for the term of this Contract shall be:

_____

_____

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

1.7 Consultant shall notify the 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 priorto changes. The consultant at County's request shall remove without consequence to the County any subcontractor 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:

Name:_____

Name: _____

1.8. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any sub-Consultants or subcontractors or any personnel of any such sub-Consultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the

County shall request in writing to be removed, which request may be made by the County with or without cause.

1.9. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict. At the County's request, 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.

1.10. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, sub-Consultants and subcontractors to comply with the provisions of this paragraph.

1.11. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

1.12. Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

ARTICLE TWO
BASIC SERVICES OF CONSULTANT

As authorized or required by the County in a Work Authorization, Consultant shall furnish or obtain from others Basic Services of the types listed in this Article Two. These services will be

paid for by the County as indicated in Article Five and Exhibit A and as confirmed in each Work Authorization. The following services shall be Basic Services:

2.1. Design Studies and Reports.

Consultant shall:

a. Consult with the County to define and clarify the County's requirements for the Project and available data.

b. Advise County as to the necessity of County obtaining from Consultant Additional Services described in Article Two of this Agreement, including, but not limited to probing, subsurface explorations, special permits, or other similar investigations.

c. Identify, consult with, and analyze the requirements of the County to approve the portionsof the Project designed or specified by the Consultant, including but not limited to mitigatingmeasures identified in the environmental assessment.

d. Identify and evaluate all reasonable alternate solutions available to the County and, after consultation with the County, recommend to the County those solutions which in the Consultant's judgment meet the County's requirements for the Project.

e. Prepare a preliminary Consulting Report (the "Report") which will, as appropriate, contain schematic layouts, sketches, operation and maintenance costs, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to County which Consultant recommends. For each recommended solution Consultant will provide the following, which will be separately itemized: opinion of probable Construction Costs; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by the Consultant and its Consultants; and, based on information furnished by County, a summary of allowances for other items and services included within the definition of Total Project Costs.

f. Furnish three (3) review copies of the Report and any other deliverables to the Countywithin the timeframe established in the Work Authorization and review it with the County.

g. Revise the Report and any other deliverables in response to the County's comments, asappropriate, and furnish three (3) copies of the revised Report and any other deliverables to the County within the timeframe established in the Work Authorization.

Consultant's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to and accepted by the County,as appropriate.

2.2. Preliminary Design.

After acceptance by County of the Report and any other deliverables, selection by County of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by County, as applicable, and upon written authorization from County, Consultant shall:

a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

b. Provide necessary field surveys and topographic and utility mapping for design purposes.
Utility mapping will be based upon information obtained from utility owners.

c. Provide to the County three (3) copies of maps showing the general location of requiredconstruction easements and permanent easements and the land to be acquired.

d. Advise County as to the necessity of County obtaining from Consultant, Additional Services described in Article Three of this Agreement, such as, but not limited to probing, subsurface explorations, special permits, or other similar investigations. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Costs, and assist the County in collating the various cost categories that comprise Total Project Costs.

e. Keep the County informed as to the status of the project design through no less than monthly meetings at the County's offices.

f. Furnish three (3) review copies of the Preliminary Design Phase documents and any other deliverables to the County within the timeframe established in the Work Authorization and review them with the County.

g. Revise the Preliminary Design Phase documents and any other deliverables in response to comments from the County, as appropriate, and furnish to the County three (3) copiesof the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within the timeframe established in the Work Authorization.

Consultant's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to the County.

2.3. Final Design.

After acceptance by the County of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any County-directed modifications or changes in the scope, extent,

character, or design requirements of or for the Project, and upon written authorization from the County, Consultant shall:

a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

b. Provide technical criteria, written descriptions, and design data for the County's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist the County in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

c. Advise the County of any adjustments to the opinion of probable Construction Costs and any adjustments to Total Project Costs known to the Consultant.

d. Prepare and furnish Bidding Documents for review by the County, its legal counsel, its other advisors, and regulatory agencies, within the timeframe established in the Work Authorization, and assist the County in the preparation of other related documents. Review to ensure conformity with the technical specifications and incorporate into the Bidding Documents, the County's standard specifications.

e. Revise the Bidding Documents in accordance with comments and instructions from the County, as appropriate, and submit three (3) final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to the County within the timeframe established in the Work Authorization. The consultant shall also provide an electronic copy of the Bidding Documents to the County.

Consultant's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.3.1 have been delivered to and accepted by the County.

2.4. Construction Bid Services.

After acceptance by the County of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase Consultant shall:

a. Assist the County in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, organize and conduct pre-bid conferences, if any.

b. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

c. Provide information or assistance needed by the County in the course of any negotiations with prospective contractors.

d. Consult with County as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

e. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes.

f. Attend the Bid opening, prepare Bid tabulation sheets, and assist the County in evaluating
Bids or proposals and in assembling and awarding contracts for the Work.

g. Provide the County with a recommendation of contract award.

The Bidding or Negotiating Phase will be considered complete upon contract award by the County to the successful bidder.

2.5. Construction Contract Administration.

Upon successful completion of the Bidding and Negotiating Phase Consultant shall:

a. Consult with the County and Contractors as reasonably required and necessary with regard to the construction of the project and act as the County's representative. All of the County'sinstructions to the Contractor will be issued through the Consultant.

b. Coordinate and conduct a Pre-Construction Conference prior to the commencement ofWork at the Site.

c. Receive, review, and determine the acceptability of any and all schedules that the Contractor is required to submit to the Consultant, including the Progress Schedule, Scheduleof Submittals, and Schedule of Values.

d. As appropriate, establish baselines and benchmarks for locating the Work which in the Consultant's judgment are necessary to enable the Contractor to proceed.

e. In connection with observations of a contractor's Work while it is in progress:

i. Make visits to the Site at intervals appropriate to the various stages of construction, as the Consultant or County deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of the contractor's executed Work. Such visits and observations by the Consultantare not intended to be exhaustive or to extend to every aspect of the contractor's Workin progress or to involve detailed inspections of the contractor's Work in progress beyond the responsibilities specifically assigned to the Consultant in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selectivesampling, and similar methods of general observation of the Work based on

Consultant's exercise of professional judgment. Based on information obtained during such visits and observations, the Consultant will determine in general if the Work is proceeding in accordance with the Contract Documents, and the Consultant shall keep the County informed of the progress of the Work.

ii. The purpose of the Consultant's visits to the Site will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to providefor County a greater degree of confidence that the completed Work will conform ingeneral to the Contract Documents and that contractor has implemented andmaintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Consultant shall not, during such visits or as a result of such observations of contractor's Work in progress, supervise, direct, or have control over contractor's Work, nor shall Consultant have responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by contractor, for security or safety on the Site, for safety precautions and programs incident to contractor's Work, nor for any failure of contractor to comply with Laws and Regulations applicable to contractor's furnishing and performing the Work.

iii. The Consultant shall consult with the County's inspector and review all observations and inspection reports performed by the County's inspector to ensure the Work conforms in general to the Contract Documents. Consultant shall promptly notify the County as to any deviations from the Contract Documents.

f. Recommend to County that contractor's Work be rejected while it is in progress if, on the basis of the Consultant's observations, the Consultant believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that itwill threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

g. Review materials and workmanship of the Project and report to the County any deviations from the Contract Documents which may come to the Consultant's attention; determine the acceptability of work and materials and make recommendations to County to reject items not meeting the requirements of the Contract Documents.

h. Recommend to the County in writing that the work, or designated portions thereof, be stopped if, in the Consultant's judgment, such action is necessary to allow proper inspection,avoid irreparable damage to the work, or avoid subsequent rejection of work which could not be readily replaced or restored to an acceptable condition, such stoppage to be only fora period reasonably necessary for the determination of whether or not the work will in factcomply with the requirements of the Contract Documents.

i. Require that any work which is covered up without being properly observed be uncovered for examination and restored at contractor's expense if deemed appropriate by the Consultant.

j. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Consultant may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

k. Negotiate with the contractor the scope and cost of any contract Change Order or Work Change Directive and provide a recommendation to the County. Prepare and issue Change Orders and Work Change Directives as required or directed by the County.

l. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any Contractor's submittal schedule that Consultant has accepted.

m. Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by contractor.

n. Require special inspections or tests of contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by applicable laws and regulations of any governmental agency or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.

o. Assist and coordinate with County, contractor and, if applicable, their Operations Contractor, with regard to start-up and testing requirements of the Project. Review and approve all required start-up procedures required by the Contract. Observe all start-up activities to ensure conformity with the requirements of the Contract Documents. Review and approve any performance testing required by the Contract Documents.

p. Assist County with the coordination of any training of the County's Operations contractor.

q. Render formal written decisions on all duly submitted issues relating to the acceptability of contractor's work or the interpretation of the requirements of the Contract

Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted claim by County or Contractor, and in writing either deny such claim in whole or in part, approve such claim, or decline to resolve such claim if Consultant in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Consultant shall be fair and not show partiality to County or contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

r. Monitor all required Project records, including but not limited to delivery schedules, inventories and construction reports. Based upon the Project records, as well as Consultant's observations at the site and evaluations of the data reflected in contractor's application for payment, Consultant shall render a recommendation to County concerning the amount owed to the contractor and shall forward the contractor's application for such amount to County. Such approval of the application for payment shall constitute a representation by Consultant to County, based on observations and evaluations, that:

i. The work has progressed to the point indicated.

ii. The work is in substantial accordance with the Contract Documents.

iii. The contractor is entitled to payment in the recommended amount.

s. Receive, review, and transmit to County maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples and other data, and all required record documents which are to be assembled by contractor in accordance with the Contract Documents to obtain final payment.

t. Promptly after notice from contractor that contractor considers the entire Work ready for its intended use, in company with County and contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If, after considering any objections of County, Consultant considers the Work substantially complete Consultant shall deliver a certificate of Substantial Completion to County and contractor. If not, Consultant shall develop a list of items needing completion or correction, forward said list to the Contractor and provide written recommendations to the County concerning the acceptability of Work done and the use of the Project.

u. Prepare and furnish to County two (2) sets of project record drawings showing appropriate record information based on Record Drawing information from contractor and Project documentation received from the County's inspector. Consultant shall also provide County with an electronic copy of the project record documents.

v. In company with County, conduct a final inspection and assist County in closing out the construction contract, including but not limited to, providing recommendations concerning acceptance of the Project and preparing all necessary documents, including but

not limited to, lien waivers, contractor's final affidavit, close-out change orders, certificate of final completion, and final payment application.

w. The construction phase will terminate upon written recommendation by Consultant for final payment to Contractors.

2.6. Detailed Observation of Construction.

Construction work shall be done under the full-time observation of at least one representative of Consultant; or by such additional representatives of the Consultant as may be necessary for observing the construction of the Project, as may be authorized and approved by the County. During detailed observation of construction Consultant shall act to protect County's interests in Project and:

a. Take 3 x 5 color 35 mm photographs of important aspects of the Project process and submit same together with corresponding negatives on a continuous basis to County; such pictures to be properly categorized and identified as to date, time, location, direction and photographer, with subsequent notations on drawings.

b. Maintain appropriate field notes from which record drawings can be generated.

c. Maintain appropriate field records to document any and all disputes or claims, whether actual or potential with respect to construction of the Project.

c. Observe operation or performance testing and report findings to County andcontractor [optional insert i.e., including copies of bacteriological and pressure tests] whenpotable water lines are involved upon completion of operable units.

2.7. Post-Construction Phase.

Upon written authorization from County, Consultant, during the post-construction phase, shall:

a. Provide assistance in connection with the adjusting of Project equipment and systems.

b. Assist County in training County staff to operate and maintain Project equipment and systems.

c. Assist County in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

d. Together with County, visit the Project to observe any apparent defects in the Work, assist County in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.

e. In company with County or County's Representative, provide an inspection of the Project within one month before the end of the correction period for Contractor's Work to ascertain whether any portion of the Work is subject to correction.

The post-construction phase services may commence during the construction phase and will terminate at the end of the Construction Contract's correction period.

2.8. Preparation of applications and supporting documents (except those already to be furnished under this Contract) for private or governmental grants, loans, bond issues or advances in connection with the Project.

2.9. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, County's schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

2.10. Preparation and submission of information to and necessary consultations with the local Transportation Department, Florida Department of Environmental Protection, Florida Department of Transportation, regional water management districts, U.S. Army Corps of Engineers or other appropriate regulatory agencies, in order to obtain necessary permits or approvals for construction of the Project, unless such permits are expressly included in Basic Services to be performed by Consultant hereunder as set forth in the Work Authorization issued hereunder.

2.11. Providing renderings or models for County's use.

2.12. Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting County in obtaining process licensing.

2.13. Furnishing services of independent professional associates and Consultants for other than the contract services to be provided by Consultant hereunder.

2.14. Services during out-of-town travel required of Consultant and directed by County, other than visits to the Project site or County's office.

2.15. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.

2.16. Providing any type of property surveys, aerial photography or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.

2.17. Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.

2.18. Preparing to serve or serving as a Consultant or witness for County in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).

2.19. Additional services rendered by Consultants in connection with the Project, not otherwise provided for in this Contract or not customarily furnished in accordance with generally accepted engineering practice.

ARTICLE THREE
COUNTY'S RESPONSIBILITIES

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

a. The scope of services to be provided and performed by the Consultant hereunder.

b. The time the Consultant is obligated to commence and complete all such services.

or

c. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract.

b. Provide all criteria and information requested by Consultant as to County’s requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;

c. Upon request from Consultant, assist Consultant by placing at Consultant’s disposal all available information in the County’s possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;

d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and

e. Provide notice to Consultant of any deficiencies or defects discovered by theCounty with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Contract, the County's Representative shall be:

_____

_____

ARTICLE FOUR
TERM AND TIME

4.1 The term of this Agreement shall commence on_____and continue until _____, unless otherwise terminated as provided herein. At the County's sole discretion, the term of this Agreement may be extended for __ additional year terms under the same termsand conditions as provided herein.

4.2. Services to be rendered by Consultant shall be commenced subsequent to the execution of any Work Authorizations issued pursuant to this Contract, after receiving written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule attached to the Work Authorization for the Project.

4.3. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.4. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against

County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the Work Authorization, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by consultant.

4.5. Should the Consultant fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

4.6. When the Consultant and the County enter into a Work Authorization where the term of the Work Authorization 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 Work Authorization have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the Work Authorization shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the Work Authorization extends beyond the expiration of this Agreement. It does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

ARTICLE FIVE
COMPENSATION

5.1. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by consultant shall be as prescribed in Exhibit A, entitled "Basis of Compensation," which is attached hereto and made a part hereof.

5.2. The total amount to be paid by the County under this Contract for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved Work Authorizations without prior approval of the Board. The Consultant shall notify the County's Representative in writing when 90% of an approved "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Consultant pursuant to this Contract will be reviewed and approved in writing by the County's Representative, who shall indicate whether services have been rendered in conformity with the Contract, and then sent to the County's Office of Management and Budget for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida Prompt Payment Act. In addition to detailed invoices, upon request

of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and Exhibit A. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract.

5.5. 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 for each Work Authorization. This final invoice shall also certify that all services provided by consultant have been performed in accordance with the applicable Work Authorization and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by consultant shall constitute a waiver of all claims and liens against County for additional payment.

5.6 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.

ARTICLE SIX
WAIVER OF CLAIMS

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant’s services nor payment by County shall be deemed to be a waiver of any of County's rights against consultant.

ARTICLE SEVEN
TRUTH IN NEGOTIATION REPRESENTATIONS

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission,

percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

ARTICLE EIGHT
TERMINATION OR SUSPENSION

8.1. Consultant shall be considered in material default of this Contract and such default will be considered cause for County to terminate this Contract, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Contract within a reasonable time after issuance of the Notice(s) to Proceed of a Work Authorization, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Contract, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Contract, or (f) for any other just cause. The County may so terminate this Contract, in whole or in part, by giving the Consultant seven (7) calendar days' written notice.

8.2. If, after notice of termination of this Contract as provided for in paragraph 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.1, then the notice of termination given pursuant to paragraph 8.1 shall be deemed to be the notice of termination provided for in paragraph 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under paragraph 8.3 below.

8.3. County shall have the right to terminate this Contract, in whole or in part, without cause upon seven (7) calendar days' written notice to consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Contract.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE
PERSONNEL

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

9.4. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

ARTICLE TEN
SUBCONTRACTING

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. 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 subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE ELEVEN
FEDERAL AND STATE TAX

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE TWELVE
OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Contract, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by Consultant under this Contract shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Contract.

12.2 In addition to other requirements provided herein, Consultant shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

a. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

b. 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.

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 Agreement term and thereafter if the Consultant does not transfer all records to the County.

d. 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.

e. 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.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE 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 NICHOLAS THOMAS CLERK OF COURTS GADSDEN COUNTY, 10 EAST JEFFERSON STREET QUINCY, FlL

ARTICLE THIRTEEN
MAINTENANCE OF RECORDS

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by consultant for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of 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 Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE FOURTEEN
INSURANCE

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by County, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the County. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the County, on a timely basis, if required by the County. These Certificates and policies shall contain provisions that sixty (60) days' written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the County applicable to this Project.

14.2. The acceptance by the County of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

14.3. Before starting and until acceptance of the work by County, Consultant shall maintain insurance of the types and to the limits specified in paragraph 14.7 entitled "Required Insurance." Consultant shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work, insurance of the types and to the limits specified in paragraph 14.7, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by the County. Said waiver shall not be unreasonably withheld upon consultant representing in writing to County that Consultant's existing coverage includes and covers the subconsultants and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 14.7. All liability insurance policies, other than the Professional Liability, Worker's, Compensation and Employers' Liability policies, obtained by consultant to meet the requirements of this Contract shall name County as an additional insured as to the operations of the Consultant under this Contract and the Contract Documents arid shall contain severability of interest's provisions.

14.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by consultant sixty (60) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the County may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant 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 its rights under this Contract.

14.5. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the County's Representative prior to the commencement of the work. The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the County's Representative, nor shall the Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.6. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best rating of A- or better.

14.7. Required Insurance

a. Workers' Compensation insurance as required by the State of Florida.

b. Employers Liability Insurance with limits of $100,000 per Accident, $500,000 Disease, policy limits, $100,000 Disease each employee.

c. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or

non-owned vehicles, with minimum limits of $100,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be $50,000 per person, $100,000 per occurrence, $25,000 property damage.

d. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Consultant or any of its employees, agents or subcontractors or sub Consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with $300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be $100,000 per person, $300,000 per occurrence, $50,000 property damage.

e. Professional liability insurance of at least $1,000,000.00 for design errors and omissions, exclusive of defense costs. CONTRACTOR shall be required to provide Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The COUNTY may require the CONTRACTOR to provide a higher level of coverage for a specific project and time frame.

f. The County shall be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverage's identified in Paragraphs c., d., and e. Gadsden County, a political subdivision of the State of Florida its officials, employees and volunteers are to be covered 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 in respects to: Liability arising out of activities performed by or on behalf of the Contractor/Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

g. Consultant shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of consultant if so required by County during the term of this Contract. County will not pay for increased limits of insurance for subcontractors.

The County reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

14.8. The Consultant, and its insurance carrier, waives all subrogation rights against Gadsden County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from Others or equivalent.

ARTICLE FIFTEEN
INDEMNIFICATION

15.1. The Consultant agrees to indemnify and hold harmless and defend the County, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by County from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any negligent error, omission, negligent act, recklessness, or intentionally wrongful act of Consultant, its agents, servants, or employees, in the performance of services under this Contract.

15.2. The Consultant agrees to indemnify and hold harmless the County, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by County from (a) any breach or misconduct by the Consultant of this Contract, (b) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein, (c) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property sustained by reason or as a result of performance of this Contract by the Consultant and the Consultant's agents, employees, invitees, and (d) Consultant acknowledges and agrees that County would not enter into this Contract without this indemnification of County by Consultant, and that County's entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the County's rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

15.3. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.4 The first ten dollars ($10.00) of remuneration paid to Consultant under this Contract shallbe in consideration for the indemnification provided for in this section.

ARTICLE SIXTEEN
SUCCESSORS AND ASSIGNS

16.1. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Exceptas above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interestin this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a

party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE SEVENTEEN
REMEDIES

17.1. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Gadsden County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE EIGHTEEN
CONFLICT OF INTEREST

18.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

18.2. The Consultant shall promptly notify the County Administrator, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Administrator as to whether theassociation, interest or circumstance would be reviewed by the County Administrator as constituting a conflict of interest if entered into by the Consultant. The County Administrator agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt ofnotice by the Consultant. Such determination may be appealed to the Board of Directors by the Consultant within thirty (30) days of the County Administrator's notice to the Consultant. If, in theopinion of the County Administrator or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Administrator or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest withrespect to services provided to the County by the Consultant under the terms of this Contract.

ARTICLE NINETEEN
DEBT

19.1. 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. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE TWENTY
NONDISCRIMINATION

20.1. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE TWENTY-ONE
ENFORCEMENT COSTS

21.1. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE TWENTY-TWO
NOTICE

22.1. All notices required in this Contract shall be sent by certified mail, return receipt requestedto the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

ARTICLE TWENTY-THREE
MODIFICATION OF SCOPE OF WORK

23.1. It is the intent of this Contract that County shall from time-to-time issue Work Authorizations for Consultant to perform work. Work Authorizations shall be duly approved by the Board prior to issuance. Consultant shall expediently perform such work within the schedule indicated in the work order in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said work orders prior to submission to the Board for approval. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the

County if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

23.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work or work order affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portionof the work completed prior to receipt of the written notice.

23.3. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the Board.

ARTICLE TWENTY-FOUR
MODIFICATION

24.1. The County and the Consultant agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Twenty-Four - Modification of Scope of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE TWENTY-FIVE
MISCELLANEOUS

25.1. Consultant, in representing County, shall promote the best interest of County and assume towards County a duty of the highest trust, confidence and fair dealing.

25.2. No modification, waiver, suspension or termination of the Contract or of any terms thereof shall impair the rights or liabilities of either party.

25.3. This Contract is not assignable, in whole or in part, by consultant without the prior written consent of County.

25.4. Waiver by either party of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

25.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

25.6. This Contract, including the referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all

prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7. The Consultant understands and acknowledges that this Contract 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.

25.8. 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 Gadsden County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

ARTICLE TWENTY-SIX
SEVERABILITY

26.1. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals theday and year first above written.

CONSULTANT

_____
Authorized Representative

_____
(printed)

BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA

_____
Ronterious Green, Chairman

Clerk of Court Approved as to form

_____

_____

Board of County Commissioners
Agenda Request

Date of Meeting: June 18, 2024

Date Submitted: May 30, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator

Subject: Approval of Gadsden County Bicentennial Cycling Event Agreement with TopView Sports

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Statement of Issue:

This agenda item seeks Board approval of the Gadsden County Bicentennial Cycling Event Agreement with TopView Sports (TVS).

Background:

The Cycling Event, organized as part of the Bicentennial Budget, will take place on Sunday, June 23, 2024, as a final closeout to the Bicentennial celebrations. At the BOCC meeting on June 4, 2024, staff presented an item to the Board for approval of the Agreement. However, it was discovered that the complete amount needed was unavailable in line item 001-0001-54818 (Bicentennial Budget).

Since that meeting, staff have submitted a budget amendment to transfer funds from line item 001-0001-54817 to 001-0001-54818 to cover the cost of the event. The Finance Department is currently working on reallocating the funds. TVS will collaborate with Gadsden County to produce a top-notch event that will boost county awareness and establish a destination event for future years.

The event will feature a timed cycling race and a touring ride, with plans to promote it to cyclists throughout the Southeast, showcasing the excellent cycling roads in Gadsden County. The county will fund the majority of the event, allowing us to offer free entry fees to all participating athletes.

Analysis:

As of Monday, June 17, 2024, there are 52 registrations for the event.

Fiscal Impact:

The fiscal impact for this event is $15,200.00 which will come from the Bicentennial Budget as soon as the Finance Department reallocates the funding

Options:

1. Approve the Gadsden County Bicentennial Cycling Event Agreement with TopView Sports and authorize the Finance Department to pay the 15, 200.00.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment(s):

- Event Agreements

Event Production CONTRACT
Gadsden County Cycling Event
Event DATE: —June 23, 2024— Submitted May 20, 2024

Event Overview:

TVS will work with Gadsden County to produce a top notch event day that will expose county awareness and create a destination event for years to come. Event scope would be a timed cycling race and touring ride. The plan is to promote this event to all cyclists in the Southeast and invite them to the great cycling roads in Gadsden County. The county has offered to fund the majority of this event and in turn we will offer FREE entry fees to the athletes which is unheard of in this event space.

Event Detail: TVS will handle all the following responsibilities listed below plus many others to numerous to mention:

- TVS will work with the county to secure all needed permits and permissions to hold the event.
- TVS will work local law enforcement to provide adequate safety and coverage for the event.
- TVS will produce the day of cycling to include both a racing event and a touring bicycle ride to attract two different groups of athletes
- TVS will work with county and city officials along with local cycling clubs and churches to make sure we can produce the best cycling event for the area while still making the whole event a positive experience for both athletes and local residents.
- TVS will design and distribute all the marketing collateral to announce and promote the event.

County must provide: - Payment for all expenses listed below.

- Cooperation with TVS to secure any/all local required permits and permissions.
- Cooperation with local law enforcement to encourage an easy transition to working with Topview Sports on the event.

Event Pricing: See Chart:

USACycling Officials	$1,500
Insurance & Permitting	$1,400
Prize Money	$5,000
Event Services/Race Production	$5,000
Fuel for Officials & Staff	$800
Staffing	$1,500
Total	$15,200

By Signing this agreement Gadsden County agrees to pay TVS the above listed amount in full in advance for the complete Event production and Timing for the 2024 event. If for an act of God that the race does not happen TVS will return all monies not spent in advance for expenses.

Tim Molyneaux

President, Topview Sports

_____ Date: 5/28/24

_____ Date:_____

Ronterious Green, Chairman

INVOICE

TopView Sports
1475 Bob Patton Road
Clarkesville, GA 30523

molyneauxt@gmail.com
(407)256-7971
www.topviewsports.com

Gadsden County

Bill to
Gadsden County Bicentennial Bicycle Race

Ship to
Gadsden County

Invoice details
Invoice no.: 1140
Terms: Net 15
Invoice date: 05/28/2024
Due date: 06/12/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Services**	Pre Event Expenses	1	$7,500.00	$7,500.00

Total **$7,500.00**

Ways to pay

Pay invoice

INVOICE

TopView Sports
1475 Bob Patton Road
Clarkesville, GA 30523

molyneauxt@gmail.com
(407)256-7971
www.topviewsports.com

Gadsden County

Bill to
Gadsden County Bicentennial Bicycle Race

Ship to
Gadsden County

Invoice details
Invoice no.: 1141
Terms: Due on Event Day
Invoice date: 05/30/2024
Due date: 06/23/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Event Services**	Balance of Event Services Per Contract	1	$7,700.00	$7,700.00

Total **$7,700.00**

Ways to pay

Pay invoice

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.
TopView Sports INC.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
1475 Bob Patton Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Clarkesville, GA 30523

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	1	3	1	7	9	0	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 3-18-24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

G200
GADSDEN COUNTY, FL
1823 - 2023
www.Gadsden200.org

TOPVIEW SPORTS

VISIT HISTORIC
Gadsden County
SMALL COUNTY. BIG HEART.

SUNDAY, JUNE 23, 2024

Start Address: Gadsden County Courthouse Quincy, FL

BICENTENNIAL BICYCLE RACE & RIDE

GADSDEN COUNTY Florida



FREE ENTRY FEES!!!!!

$5,000 IN PRIZE MONEY

USA CYCLING

MAS 40+, 50+, 60+ 60 MLS 8:00AM
CAT 3/4 - WOM 1-3 60 MLS 8:15AM
PRO 1-3 80 MLS 11:00AM
CAT 5/ MAS 35+ B - WOM 4/5 40 MLS 11:10AM

EVENT FULLY FUNDED BY GADSDEN COUNTY.
COME SUPPORT THE AREA AND ENJOY THE BEAUTY OF NORTHWEST FLORIDA

Register on BikeReg now.
Pay only $6.50 USAC Insurance
https://www.bikereg.com/gadsden-county-bicentennial-race

Pro 1-3: $2,000/10 ~ Masters $1,000/10 ~
Cat 3/4 $1,000/10 ~ Wom 1-3 $1,000/10

TOPVIEW SPORTS

Gadsden County Bicentennial Race

June 23, 2024
Quincy, FL

Who's Registered

Total Event Registrations: 52

Search participants

CLEAR SEARCH | EXPAND ALL | COLLAPSE ALL

GADSDEN COUNTY BICENTENNIAL RACE

49 entries

Mas 40+	**7 entries +**
Mas 50+	**6 entries +**
Mas 60+	**8 entries +**
Pro 1-3	**11 entries +**
Cat 3/4	**10 entries +**
Cat 5	**6 entries +**

Wom 1-3	**1 entry** +

TOUR OF GADSDEN COUNTY RIDE

3 entries

62 Mile (100K) Tour	**3 entries** +

Board of County Commissioners
Agenda Request

Date of Meeting: June 18, 2024

Date Submitted: June 12, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Clayton Ford Knowles, County Attorney

Subject: Proposed Lease Agreement with Neighborhood Medical Center

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Statement of Issue:

Neighborhood Medical Center, Inc. ("NMC") has leased certain premises from the Gadsden County Board of County Commissioners located at 604 5th Avenue in Havana, Florida since 2015. Pursuant to the terms of the lease agreement between NMC and County, NMC agreed that by taking possession of the leased premises, NMC accepted the premises in an "as is" condition and as suitable for the use intended by Lessee. The County as the Lessor was not required, after delivery of possession, to make any repairs or improvements to the leased premises. Additionally, Section 6 of the lease agreement further provided that, "Lessee shall not allow any damage, waste or deterioration to occur to the Premises. Lessor shall repair and maintain the exterior walls, roof, and foundation of the Premises. Lessee shall be responsible for all other maintenance and repairs of the Premises, including but not limited to interior walls, windows, doors, skylights, storefront, adjacent sidewalks, landscaping, parking areas, mechanical, electrical, plumbing, appliances, and interior of the Premises."

At present, the state of the HVAC units has become untenable and NMC has temporarily vacated of the premises due to the heat. NMC has requested that the County make repairs at the County's expense.

Background:

In September of 2023, the County has performed an assessment of the HVAC system which indicated that: (a) the Zone 1 HVAC system "seems to be working and cooling; (b) the Zone 2 HVAC has "a system seized compressor on hp and a dead fan motor on air handler unit"; (c) the Zone 3 HVAC system "appears to have a seized compressor/other problems unknown; (d) the Zone 4 HVAC system "compressor is not producing work/turns on but will not pump, pulls 22 amps and appears also to have a possible low freon due to low standing pressure (>150 psi) and missing high side service port cap"; (e) the Zone 5 HVAC system "appears to have a blown transformer in air handler unit no secondary voltage, the system will not turn on, very likely a low voltage short exists

somewhere in the circuit that caused the failure." The cost of replacement and repairs was estimated to exceed $15,000.00.

Analysis:

The Parties have worked in conjunction with one another to reach terms on a new lease agreement which would provide the County with sufficient rent to make the necessary repairs and/or replacement of the existing HVAC units. The proposed lease represents a start from which the County and NMC can negotiate. Additionally, NMC has agreed to increase the rental rate and provide a reasonable security deposit equal to twelve (12) months rent.

Fiscal Impact:

The cost of repair and/or replacement of the HVAC units will need to be re-evaluated in order to determine the current fiscal impact. Additionally, NMC has committed to an increased rental rate commensurate with the County's expenditures on HVAC remediation, however, the Parties are free to agree to any rental amount.

Options:

1. Board Direction and Discussion

County Administrator's Recommendation:

Option 1

Attachments:

1. Proposed Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into effective as of June ___, 2024, by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is 9 East Jefferson Street, Quincy, Florida 32351, and its successors and assigns ("Landlord") and NEIGHBORHOOD MEDICAL CENTER, INC., a Florida not-for-profit corporation, whose mailing address is 438 West Brevard Street, Tallahassee, Florida 32301 ("Tenant") and collectively referred to as the "Parties";

In consideration of the rentals hereinafter reserved and of the agreements on the part of Tenant to be kept and performed, the Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the building located at 604 East 5th Avenue, Havana, Florida 32333 (the "Leased Premises").

TO HAVE AND TO HOLD the Leased Premises for a one (1) year term, commencing upon the completion of the repair/replacement contemplated in Exhibit A(the "Commencement Date"). Tenant shall have the right to renew the Lease for an additional term of one (1) year provided that Tenant is not in default.

1. Rent. Tenant agrees to pay rent to the Landlord monthly, in advance, in the sum of $1,000.00, plus any applicable Florida sales tax, real property taxes, and all applicable use taxes. Tenant shall provide documentation of any exemptions from such taxes to Landlord concurrently with the execution and delivery of this Lease. All rental payments shall be made to Landlord by check at Gadsden County Board of County Commissioners, Attn: County Administrator, Post Office Box 1799, Quincy, Florida 32353.The Parties agree that the payment of Rent shall not commence until such time as the repair/replacement contemplated in Exhibit A has been completed.

2. Security Deposit. Tenant, upon the completion of the repairs/replacement contemplated in Exhibit A, shall deposit with Landlord the sum of $12,000.00, receipt of which is hereby acknowledged by Landlord, as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease upon Tenant's part to be performed, which sum shall be returned to Tenant after the time fixed as the expiration of the Term hereof, provided Tenant has fully and faithfully carried out all of the terms, covenants and conditions on Tenant's part to be performed. No interest shall be paid by Landlord to Tenant on such security deposit. Should Tenant comply with all of the terms, covenants and conditions and promptly pay all of the sums due as they fall due and all other sums payable by Tenant and Landlord hereunder, the deposit shall be returned in full to Tenant at the end of the term of this Lease or at the earlier termination of this Lease. In the event that the Tenant vacates the premises without valid cause, Landlord shall be entitled to deduct from the security deposit an amount equal one month's rent ($1,000.00) for each such month remaining in the lease agreement. For instance, should Tenant vacate the premises without valid cause with six (6) months remaining on the lease agreement, Landlord shall be entitled to deduct from the security deposit an amount equal to six (6) month's rent multiplied by the rental amount. Tenant acknowledges that it has received valid consideration for this paragraph and waives any and all defenses to Landlord retaining these rental amounts. Valid cause shall be determined in the sole and absolute discretion of the Landlord.

3. Condemnation.

(a) If any portion of the Leased Premises are taken under the exercise of the power of eminent domain by any competent governmental or corporate authority during the term of this Lease, there shall be a proportionate abatement of the rent thereafter to be paid. If the entire Leased Premises shall be taken during the term of this Lease, this Lease shall terminate automatically and be of no further force or effect. Any partial taking of the Leased Premises which involves any part of the building or more than 20% of the frontage or parking area shall, at the option of the Tenant, constitute a taking of the entire Leased

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Premises for purposes of this Section 3(a).

(b) If, by reason of condemnation or other action taken by any governmental or corporate authority or agency or instrumentality thereof, the parking area provided by the Landlord and/or the means of ingress and egress to the Leased Premises is altered or reduced so as to render the Leased Premises unsuitable for the contemplated business purpose of the Tenant, then, at Tenant's option, this Lease shall terminate and Tenant shall only be liable for rent up to the time of the issuance of an order of taking by a court having jurisdiction in the matter o upon initiation of such other action, as the case may be.

4. Tenant's Covenants. Tenant hereby covenants and agrees as follows:

(a) to pay the rent and every installment of it when and as it comes due;

(b) to pay all charges and costs of fuel, electricity, garbage, telephone, Internet connection, and all other utilities used on the Leased Premises;

(c) to keep and maintain at all times during the term of the Lease, at Tenant's sole cost and expense, a comprehensive public liability insurance policy protecting the Landlord against any and all claims or demands that may arise or be claimed on account of the Tenant's use of the Leased Premises. Such insurance policy shall have coverage limits which are at least $500,000.00 per person and $1,000,000.00 per occurrence. Such insurance provided pursuant to this Section 4(c) shall be issued by companies duly authorized to transact business in the State of Florida and shall name Landlord as an additional insured. The Landlord may request Tenant to obtain a certified statement by each insurance carrier containing a clause providing that the insurance policies purchased by Tenant will give Landlord at least ten (10) days' prior written notice before any cancellation or termination shall be effective. Should the policy be cancelled, terminated or non-renewed, Tenant shall have ten (10) days to obtain new coverage with the limits specified above. In the event Tenant does not obtain new insurance, Landlord may force place insurance and deduct any amounts paid for the force placement against the security deposit remitted to Landlord in accordance with the terms set forth in Section 2 and more specifically described hereinabove. As Landlord does not provide insurance to cover any personal property of the Tenant's, Tenant must maintain insurance to cover Tenant's inventory, vehicles, equipment and any other property on the Leased Premises. Tenant shall cooperate with any insurance inspectors that suggest commercially reasonable changes to the Leased Premises which would result in lower premiums;

(d) to prohibit and refrain from engaging in or allowing any use of the Leased Premises other than those normally associated with the operation of a community dental clinic and/or a community primary care clinic;

(e) Tenant covenants to keep the Leased Premises in good, sound and clean condition and repair and will not suffer or permit any degradation or waste of the Leased Premises. All flooring shall be kept up in good condition at Tenant's sole cost and expense;

(f) In case of damage to any glass on the Leased Premises, Tenant is to replace such damaged or broken glass with glass of the same quality, kind and size as quickly as possible at

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Tenant's sole cost and expense;

(g) Tenant shall keep the portion of the Leased Premises outside of the building thereon clean and neat. No overgrown grass shall be permitted, and all trees on the Leased Premises must be trimmed regularly. No garbage or trash shall be dumped on the Leased Premises. The parking area, fencing and landscaping shall be maintained in good condition at Tenant's sole cost and expense;

(h) Tenant shall not make or allow any alterations, additions or improvements to the Leased Premises without the prior written consent of Landlord, which shall include making or installing any signs or advertising for Tenant's business. Such consent may be withheld in Landlord's sole discretion, but if granted, shall be subject to such terms and conditions as Landlord requires. If any of the alterations, additions or improvements in or to the Leased Premises are made necessary by the special use and occupancy of the Leased Premises by the Tenant, then the Tenant agrees that all such alterations, additions or improvements shall be at Tenant's sole cost and expense and shall comply with all applicable zoning codes, building codes, ordinances, governmental rules and regulations pertaining to such work, use or occupancy of the Leased Premises. Tenant further agrees that it will save harmless the Landlord from and against all expenses, liens, claims and damages to any property or person that may suffer injury from any repairs, alterations, additions or improvements contemplated by this Section 4(h);

(i) Tenant shall perform preventative maintenance on the air conditioning system, including but not limited to changing air filters at regular intervals during the term of the Lease;

(j) Tenant shall be permitted to remove any signage or signs belonging to Tenant at the conclusion of this Lease, provided such removal does not deface, mar or otherwise damage the Leased Premises. In the event of any defacement, marring or other damage, Tenant shall restore the Leased Premises to its condition before such defacement, marring or other damage.

(k) Tenant must operate its business upon the Leased Premises in such a manner that no person is denied employment or access to goods, services, or other benefits or opportunities on the basis of race, creed, color, sex, sexual orientation, national origin or ancestry.

5. Landlord's Covenants. Landlord hereby covenants and agrees as follows:

(a) to warrant and defend the Tenant in its quiet enjoyment and peaceful possession of the Leased Premises during the term of this Lease;

(b) to maintain the roof, which maintenance shall include upkeep and minor repairs at the Landlord's sole cost and expense. Minor repairs shall include any repair costing less than $500.00.;

(c) Landlord shall pay for the cost of replacement, as reasonably determined by the Landlord, of the air conditioning units, provided that the failure of any such air conditioning unit on the Leased Premises is not the result of any action or inaction by the Tenant. Repairs of $500.00 or less to the air conditioning units and system shall be the sole responsibility of

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the Landlord. ;

(d) Tenant shall be responsible for all plumbing fixtures. Repairs of $500.00 or less to the plumbing and electrical systems shall be the sole responsibility of the Tenant;

(e) Landlord shall not disturb any trade fixture or equipment which is installed or placed on the Leased Premises by or at the expense of Tenant and which shall remain the property of Tenant. Landlord acknowledges Tenant's right to remove such trade fixtures and equipment from the Leased Premises at any time provided there is no default hereunder. Any such removal shall cause no damage to the Leased Premises, and Tenant shall be responsible for any such damage that arises from such removal;

(f) Landlord shall promptly, at Landlord's sole cost and expense, complete all repairs listed on Exhibit A hereto and made a part hereof, as negotiated by the parties within ninety (90) days of the execution and delivery of this Lease. Landlord further covenants to leave the Leased Premises in a habitable and lien-free condition upon the completion of the repairs listed on Exhibit A. In the event Landlord is unable to complete the repairs within such ninety (90) day period, the parties agree that rent shall abate until such time as the repairs are completed, provided that such completion is not the result of inaction by the Landlord and not due to circumstances beyond the control of the Landlord (e.g. – supply chain issues, delays by vendors, repairmen, materialmen, contractors or subcontractors. The Parties acknowledge and agree that any rent, as well as the Security Deposit, shall abate until such time as the repairs are made. In the event that the repairs are not substantially made within 90 days, Tenant shall have the option to terminate this lease.

6. Inspection. Landlord shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the same, preventing waste, and making such repairs to the Leased Premises as may be required, but this clause shall in no event be deemed to require Landlord to make any repairs, except as otherwise required by this Lease. If Landlord permits Tenant to lock the Leased Premises, Landlord shall maintain a key to open the Leased Premises for purposes set forth herein. Landlord shall also be entitled to place a notice or sign on the Leased Premises stating that the Leased Premises are available for rent starting three (3) months prior to the expiration of the Lease, which notice, or sign shall not be disturbed or removed by Tenant.

7. Destruction or Damage of Premises. In the event the Leased Premises shall be destroyed, or more than 50% of the Leased Premises shall be damaged or injured by fire, flood, storm, riot, other casualty or act of God (e.g., including but not limited to, hurricane) during the life of this Lease, then Landlord shall have the right, but not the express duty, to repair said Leased Premises within ninety (90) days from the date of such casualty, with additional time as is commercially reasonable as needed to adjust the loss with insurance companies insuring the Leased Premises or any other delay occasioned by conditions beyond the control of Landlord. If said Leased Premises are not repaired within said time, either party hereto shall have the option to cancel this Lease by providing notice thereof in writing to the other. In the event of such cancellation, the rent shall be paid only to the date of such fire, flood, storm, riot, other casualty or act of God. The cancellation herein mentioned shall be evidenced in writing. Rentals shall abate in an equitable manner for any period during which the Leased Premises are wholly or partially untenantable.

8. Indemnification. Tenant agrees that it will indemnify and hold the Landlord harmless of and from and against the claims of all persons whomsoever who may allege that they have received injuries while in or upon the Leased Premises. All such claims shall include all costs and expenses, including attorneys' fees, whether suit is

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filed or not, incurred by Landlord arising out of the claim.

9. Default in Rental Payments. Upon Tenant's default in the payment of any rent or additional rent due hereunder for a period of more than five (5) days, Tenant shall be in default hereunder and Landlord, at its option, may exercise any one or more of the following options, which may be pursued singularly or concurrently at Landlord's option:

(i) Declare this Lease to be terminated, ended and null and void, and re-enter upon and take possession of the Leased Premises, whereupon the term hereby granted and all right, title and interest of Tenant in the Leased Premises shall end. Such termination shall be without prejudice to Landlord's right to collect from Tenant any rent which has accrued prior to such termination, together with all damages suffered by Landlord because of the Tenant's breach of any covenant under this Lease, and Landlord shall be permitted to re-let the Leased Premises to another tenant at Landlord's discretion;

(ii) Declare the entire remaining unpaid rent for the balance of this Lease to be immediately due and payable and may, at Landlord's option, take immediate action to recover and collect same either by distress or otherwise; or

(iii) Exercise any and all rights and privileges that Landlord may have under the laws of either the State of Florida or of the United States of America, or both.

Tenant expressly acknowledges that any personal property left on the Leased Premises following Landlord's exercise of his right of re-entry as contemplated by this Section 9 shall be deemed abandoned, and Landlord may dispose of such personal property in any manner which Landlord, in Landlord's sole and absolute discretion, shall deem fit. Tenant expressly absolves Landlord of any potential liability arising from Landlord's disposal of any personal property following Landlord's re-entry onto the Leased Premises in accordance with this Section 9.

10. Defaults Other than Rental Payments. If either Landlord or Tenant shall fail to perform or shall breach any covenant, representation, warranty or agreement contained in this Lease other than the covenant of Tenant to pay rent to Landlord, for ten (10) days following written notice of such failure to perform or breach specifying the nature of the failure to perform or breach and the performance required by the party failing to perform to correct such failure, the party so giving notice may institute an action in a court of competent jurisdiction to terminate the Lease or to compel performance of the Lease, and the prevailing party shall be entitled to reimbursement of all costs and expenses, including reasonable attorneys' fees. :

In the alternative, in the event the Landlord or the Tenant fails to perform or breaches any covenant, representation, warranty or agreement contained in this Lease other than the covenant of Tenant to pay rent to Landlord, either party may after thirty (30) days' prior written notice comply therewith by correcting such breach of the other party. In the event such right is exercised by either party, the costs of compliance shall be payable by the other on demand.

11. Assignment and Sublet. Tenant may not sublease or assign its interest in the Leased Premises, or any portion thereof, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, however such consent shall be at the sole and absolute discretion of the Landlord.

12. Insolvency or Bankruptcy of Tenant. If Tenant shall be declared insolvent, file a voluntary petition in bankruptcy, make any assignment for the benefit of creditors, apply for or consent to the appointment of a receiver, trustee, liquidator or other custodian of Tenant's assets, or otherwise take advantage of any bankruptcy,

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reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, then Landlord, without prejudice to the rights of Landlord hereunder and at the option of the Landlord, immediately and without notice to the Tenant or any assignee, transferee, trustee, receiver, creditor or any other person may terminate the Lease and immediately retake possession of the Leased Premises, using such reasonable force as may be necessary to effect re-entry and repossession.

13. Notice. All notices required to be given to Landlord hereunder shall be sent by certified mail to Landlord at Gadsden County Board of County Commissioners, Attn: County Administrator, Post Office Box 1799, Quincy, Florida 32353 or to such other address as Landlord may direct from time to time by written notice forwarded to Tenant by registered or certified mail. All notices required to be given to Tenant hereunder shall be sent by registered or certified mail to Tenant at the Leased Premises or to such other address as Tenant may direct from time to time by written notice forwarded to Landlord by registered or certified mail.

14. Complete Agreement; Waiver. This Lease contains the complete agreement of the parties with reference to the leasing of the Leased Premises, and it may not be modified except in a written instrument signed by both parties. No waiver of any breach of covenants herein shall be construed as a waiver of the covenant itself or any subsequent breach thereof.

15. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

16. Hazardous Materials. Tenant, its agents, employees, contractors, Space Tenants or invitees shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises, unless such Hazardous Material is necessary to the business of Tenant and such Hazardous Material is used, kept, stored and disposed of in a manner that complies with all label requirements and with all environmental laws regulating any such Hazardous Material so brought upon or used or kept in or about the Leased Premises. Tenant shall not install, use, dispose of on, or incorporate into the Leased Premises (1) any asbestos or asbestos-containing materials (which for the purpose hereof shall be deemed a toxic hazardous material), or (2) any underground storage tanks. If Tenant or its agents, employees, contractors or invitees breaches the obligations stated in the preceding sentences or if the presence of Hazardous Material on the Leased Premises, even if present with the consent of Landlord, results in contamination of the Leased Premises, or if contamination of the Leased Premises by Hazardous Material otherwise occurs, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Leased Premises, damages for the loss or restriction on use of the Leased Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs and reasonable attorney's fees incurred by Landlord in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work performed by any individual or entity, regardless of whether such investigation or work is required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Leased Premises, and shall survive the cancellation, termination or expiration of the Term. Without limiting the foregoing, if the presence of any Hazardous Material on the Leased Premises caused or permitted by Tenant results in any contamination of the Leased Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Leased Premises to the condition existing prior to the introduction of any such Hazardous Material to the Leased Premises; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on

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the Leased Premises.

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, which is or becomes regulated by any applicable governmental authority. The term "Hazardous Material" includes, without limitation, any material or substance which is (a) petroleum, (b) asbestos, (c) radioactive material or waste, (d) Infectious Waste, (e) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (f) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), (g) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601), (h) regulated under the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.) or defined as a "PCB," or (i) any other substance or material similarly classified by any other federal, state or local statute or ordinance or by any rule or regulation promulgated or adopted pursuant thereto, whether now existing or hereinafter enacted.

17. Remedies Cumulative/Venue/Waiver of Jury Trial, Special Damages and Attorney's Fees. All rights, powers and privileges conferred upon Landlord shall be cumulative and in addition to those other rights, powers and remedies hereunder and those available at law or in equity. All such rights, powers and remedies may be exercised separately or at once, and no exercise of any right, power or remedy shall be construed to be an election of remedies or shall preclude the future exercise of any or all other rights, powers and remedies granted hereunder or available at law or in equity. Venue of any legal action brought about due to the alleged breach of any covenant term or other shall be found in the Circuit Court of Gadsden County, Florida or in the event of a diversity of jurisdiction, the United States District Court for the Northern District of Florida. The Parties waive any and all right to a trial by jury, prevailing party attorney's fees, special damages of any kind, including but not limited to liquidated damages, expectation damages and damages for lost earnings, wages or profits. In consideration for such waivers, Tenant expressly acknowledges that appropriate consideration has been afforded to it in the form of a monthly rental amount which is below the market rate for such property.

18. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns. Except as otherwise provided herein, no third party shall have any rights whatsoever hereunder.

19. Recording. This Lease, nor any memorandum thereof, shall not be recorded in the office for the recording of official records or in any other office or place of public record, except (a) in connection with litigation instituted by either party due to a bona fide claim or default by the other party and (b) either party shall have a right to submit a copy of this Lease to (i) any governmental or quasi-governmental authority in connection with obtaining any permit, approval, certificate or authority concerning the Leased Premises or (ii) to any prospective lender in connection with any prospective lending.

20. Brokerage Commissions. Landlord represents and warrants that it has not retained the services of any broker in connection with the negotiation and execution of this Lease. Any broker retained by Tenant shall be paid by Tenant pursuant to a separate agreement between Tenant and such broker.

21. Miscellaneous.

(a) Time is of the essence in this Lease;

(b) This Lease shall be governed by and construed in accordance with Florida law;

(c) This Lease shall be subordinate to the lien of any mortgage encumbering the Leased Premises from time to time.

(d) This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signatures to this Lease transmitted by e-mail or telecopy shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original of this Lease with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Lease.

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22. Repairs, Maintenance, Replacement of Damaged and Non-functional Items. Tenant hereby agrees that except as specified and set forth in Exhibit "A", that Landlord shall not be responsible for the repair, maintenance or replacement of any non-functioning A/C, HVAC, plumbing, septic, sewer, water, mold, paint or electrical/power/utility, excepted as otherwise stated in this Lease. Landlord shall repair and maintain the walls, roof and foundation, however such repairs shall be done at the sole and reasonable discretion of the Landlord, except that such repairs to the walls, roof and foundation that may be needed to protect the life, health, safety and welfare of the clients of the Tenant may be made by the Landlord in its sole and reasonable discretion; provided Landlord is notified in writing of the need for such repairs to the walls, roof and foundation within five (5) business days after discovery by Tenant.

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IN WITNESS WHEREOF, this Lease Agreement has been duly executed as of the day and year first above written.

Two (2) Witnesses:

GADSDEN COUNTY, FLORIDA,
a political subdivision of the State of Florida

_____
Name:_____
(Typed or Printed)

_____
Name:
Title:

_____
Name:_____
(Type or Printed)

"Landlord"

DATED: June ____, 2024

NEIGHBORHOOD MEDICAL CENTER, INC.,
a Florida not-for-profit corporation

_____
Name:_____
(Typed or Printed)

By:_____
Name:
Title:

_____
Name:_____
(Type or Printed)

"Tenant"

DATED: June ____, 2024

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Exhibit A

Repairs to the Leased Premises

[PUNCHLIST TO BE PROVIDED]

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