BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING AGENDA
November 19, 2024 at 6:00 PM
Gadsden County Board of County Commissioners Chambers Edward J. Butler Governmental Complex
9-B East Jefferson Street Quincy

AGENDA

Swearing in of Newly Elected Commissioner Shawn Wood, District 3, Re-Elected Commissioner Eric Hinson, District 1, and Re-Elected Commissioner Ronterious Green, District 5
(The Honorable Kathy Garner, County Judge)

1. Call to Order

2. Invocation

3. Pledge of Allegiance

4. Amendments to the Agenda

4a. Request to be added under ***Public Hearing***:
10.a. Public Hearing: Approval of Resolution 2024-028 General and Grant Budget Amendments for FY2024

5. Approval of Agenda.

6. Awards, Presentations and Appearances

6a. Election of Chairman and Vice Chairman
(Edward J. Dixon, County Administrator)

7. Consent

7a. Ratification Memo
(Clerk of Court)
Ratification Memo.pdf

7b. BOCC Meeting/Workshop Minutes:
1. October 9, 2024, ARPA Workshop
2. October 15, 2024, Regular BOCC Meeting
3. October 22, 2024, Special Meeting

20241009 ARPA Workshop MIN_unbound.pdf
20241015 BOCC Meeting MIN1_unbound.pdf
20241022 Special MeetingMIN_unbound.pdf

7c. Approval of the Judicial Inquiry System (JIS) Department of Highway Safety and Motor Vehicles (DHSMV) – Access Certification Statement
(Edward J. Dixon, County Administrator / Temeka L. Rollins, Probation Division Manager)
JIS_DHSMV Access Certification Statement.pdf

7d. Approval of the Community Development Block Grant (CDBG) Lead Base Paint Inspection Agreement
(Edward J. Dixon, County Administrator / Sonya Burns, SHIP Housing Coordinator)
CDBG Lead Base Paint.pdf

7e. Approval of Signatures for Special Assessment Liens and Contracts - State Housing Initiative Partnership Program (SHIP)
(Edward J. Dixon, County Administrator / Sonya Burns, SHIP Housing Coordinator)
Special Assessment Liens and Contracts.pdf

7f. Approval of 2025 Holiday Schedule
(Edward J. Dixon, County Administrator / Dr. Lisa Burroughs, Human Resource Director)
2025 Holiday Schedule.pdf

7g. Approval of the Annual Contract Between the Gadsden County Board of County Commissioners and the Florida Department of Health for the Operations of the Gadsden County Health Department
(Edward J. Dixon, County Administrator / Dr. Adriane Cooksey, MPH Administrator, FDOH- Gadsden County)
GCHD Core Contract.pdf

7h. Approval of Microsoft Enterprise Annual Renewal
(Edward J. Dixon, County Administrator / Kembrew Jackson, Information Technology Manager)
Microsoft Ent Annual Renewal.pdf

8. Items Pulled for Discussion

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

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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.

10. Public Hearing

10a. Public Hearing: Approval of Resolution 2024-028 General and Grant Budget Amendments for FY2024
(Edward J. Dixon, County Administrator / Trudei Porter, Finance Director)
ITEM TO BE ADDED - Budget Amendment Resolution 2024-028.pdf

11. General Business

11a. Approval to Renew of Waste Pro Contract
(Edward J. Dixon, County Administrator)
Waste Pro Franchise Agreement.pdf

11b. Approval of City of Gretna Love's Travel Center
(Edward J. Dixon, County Administrator)
Clifford Johnson Road.pdf

12. Clerk of Court

Updates
(Nicholas Thomas, Clerk of Court)

13. County Attorney

Updates
(Thornton J. Williams, County Attorney)

14. County Administrator

Updates
(Edward J. Dixon, County Administrator)

15. Discussion Items by Commissioners

15.a. Commissioner Eric F. Hinson, District 1

15.b. Commissioner Shawn Wood, District 3

15.c. Commissioner Brenda A. Holt, District 4

15.d. Commissioner Alonzetta Simpkins, District 2

15.e. Commissioner Ronterious Green, District 5

16. Motion to Adjourn

17. Receipt and File

17a. Resolution 2025-006 to Extend the State of Emergency
2025-006 FE Resolution_Nov 5-11.pdf

A reception will follow in the Board Chambers.

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: November 6, 2024

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

Accounts Payable Dated: October 24, October 29

Payroll Dated: October 31, November 14

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 WORKSHOP OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON OCTOBER 9, 2024 AT 5:00 P.M., THE FOLLOWING PROCEEDING WAS HAD, VIZ:

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

Call to Order, Invocation and Pledge of Allegiance

Chair Green called the workshop to order at 5 p.m. Chair Green led into Invocation and Pledge of Allegiance to the U.S. Flag.

Ms. Steele stated Commissioner Simpkins was online.

CITIZENS REQUESTING TO BE HEARD ON NON-AGENDA ITEMS

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Chair Green read aloud the above statement.

General Business

5.a Introduction

Mr. Morris stated as a result of Public Law 117-2 (the American Rescue Plan), Gadsden County was awarded a total of $8,868,920 related to COVID-19. ARPA requires all funds to be obligated by December 31, 2024.

As of September 3, 2024, the County has a balance of $3,162,538. The County has a risk of losing ARPA funds if the County fails to obligate or spend funds per US Treasury guidance.

Mr. Morris stated they have a presentation that provides background, ARPA expenses and balances.

Staff seeks board direction on recommended ARPA prioritization of remaining funds to meet US Treasury Allowable uses and deadlines.

5.b American Rescue Plan Act (ARPA) Presentation

Mr. Dixon appeared and stated Ms. Harris will provide the presentation today.

Janice Harris appeared before the board and went through cooperative procurement and the ARPA Board approved priorities.

Chair Green stepped out at 5:08 p.m.
Chair Green returned at 5:10 p.m.
Commissioner Hinson appeared at 5:11 p.m.

Projects that can be obligated by Dec. 31 2024:

- Ambulance Remount (4 units)
- Fire Service Improvements
- Emergency Housing
- Elderly Affairs Building Expansion
- Parks Upgrade and Expansion

Remaining ARPA Fund needed to be shifted to general funds to address EMS salaries/benefits allocation deficits and other expenditure concerns. Total $1,933,789

Ms. Harris went through projects to be funded by general fund as a result of the fund shift.
Commissioner Simpkins asked if they were paying EMS salaries for the fiscal year that just ended. Ms. Harris stated correct.

Proposed Contingency Project – Wild Hog Population Control
Proposed funding allocation: $100,000

Proposed contingency project – Butler building parking perimeter fencing $300,000

Commissioner Hinson mentioned that $300,000 for a small parking lot was interesting.

Chair Green asked if they had a price analysis for parking lot fencing – securing that space was definitely a necessity. Chair Green stated he would like for more money going to the Housing program.
Mr. Morris stated fencing will include supervisor of election and the gate itself is $35,000.

Chair Green mentioned there being no protection for the building. Mr. Morris stated they have discussed getting metal detectors.

Commissioner Holt mentioned page 7 – would choose to look at other things other than lighting.

Commissioner NeSmith appeared at 5:42 p.m.

Commissioner Simpkins stated lighting was a priority to her.

Chair Green stated he would like more details on cost analysis. Mr. Dixon stated the goal was not to give any money back.

Commissioner Holt asked for a cost analysis on the other block down the road to get fencing. She also mentioned the upkeep of the jail. Chair Green stated he did a tour of the jail – it is outdated and old but not in bad condition. Commissioner Holt stated she was more interested in safety of the jail.

Chair Green asked Mr. Dixon to start a conversation with Talquin regarding lighting.

Commissioner Holt stepped out at 6:06 p.m.

6. Motion to Adjourn

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR GREEN DECLARED THE WORKSHOP ADJOURNED AT 6:17 PM.

GADSDEN COUNTY, FLORIDA

_____
Ronterious Green, Chair
Board of County Commissioners

ATTEST:

_____

NICHOLAS THOMAS, Clerk

AT A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON OCTOBER 15, 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
Thornton Williams, County Attorney
Adriana Quijada, Deputy Clerk
Leann Jinks, Assistant BOCC Secretary

Call to Order, Invocation and Pledge of Allegiance

Chair Green called the meeting to order at 6 p.m. Chair Green led into Invocation and Pledge of Allegiance.

Amendments to the Agenda

Mr. Dixon stated the below amendments:

Mr. Dixon requested to pull item 11g, Approval to Upgrade Aging Fleet Through a Lease Program with Truck Worx.

Request to be added under Consent:
7.d. - Approval of Mosquito Control Certified Budget and Detailed Work Plan Budget FY2024-25

Request to be added under General Business:
11.h. - Approval on the ARPA Prioritization of Remaining Funds to Meet US Treasury Allowable Uses and Deadlines

Approval of Agenda

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

Awards, Presentations and Appearances

6a. Parks and Recreation Presentation by Parks and Recreation Director Shawanna Moye.

Commissioner Hinson appeared at 6:03 p.m.

Shawanna Moye, Parks and Recreation Director, appeared before the board to provide updates and accomplishments in the Parks and Recreation Department, as well as presenting a power point presentation. Ms. Moye went over upcoming events, activities for Parks and Recreation, as well as the plans, renovations, and goals for the future.

Chair Green asked if the process can at least be started in identifying a location for the High Bridge Community to have their own park, as the closest park is Sunset Acres and that is a City Park.

Commissioner Holt stated she would like to see the schedule of renovations at the Parks.

Commissioner NeSmith asked if capacity has been reached for the advisory board yet, and Ms. Moye stated no. Commissioner Simpkins stated Ms. Moye just needs to go ahead with the names she has received for the advisory board and move forward.

7. Consent

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

7a. Ratification Memo

7b. BOCC Meeting/Workshop Minutes:

1. September 17, 2024, Regular BOCC Meeting

7c. Approval of State Aid Grant Agreement

7d. Approval of Mosquito Control Certified Budget and Detailed Work Plan Budget FY2024-2025

8. Items Pulled for Discussion

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

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Chair Green read aloud the above statement.

10. Public Hearing

11. General Business

11a. Approval of FY2025 SC508 Small County Consolidate Waste Grant Agreement with Florida Department of Environmental Protection

Mr. Dixon presented the above item. The item is presented to the board for approval of FY2025 SC508 Small County Consolidate Waste Grant Agreement with Florida Department of Environmental Protection. Department of Environmental Protection has provided grants for solid waste programs since 1988. This year's grant is in the amount of $93, 750.00

Commissioner NeSmith asked Mr. Williams if he had an opportunity to look over the agreement, and Mr. Williams stated yes, he had looked over the agreement.

COMMISSIONER HOLT MADE THE MOTION TO APPROVE FY2025 SC508 SMALL COUNTY CONSOLIDATE WASTE GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND COMMISIONER HINSON MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

11b. Approval of the Florida Commerce Agreement BB212 Awarding the County Four Million Dollars ($4,000,000)

Mr. Dixon presented the above item. The item is presented to the board for approval of the Florida Commerce Agreement BB212 Awarding the County Four Million Dollars ($4,000,000) to renovate and expand the Chattahoochee library to provide a telehealth and career center. Florida Commerce issued a funds availability for the broadband multipurpose community facility grant due by October 5, 2024. We initially applied for $86,000,000 and we were awarded $4,000,000 for Chattahoochee, and $2,000,000 for Havana. We have engaged with CareerSource as a willing partner. Mr. Dixon stated this is a cost reimbursement grant agreement.

Commissioner NeSmith asked Mr. Dixon to clarify how the cost reimbursement grant program works. Mr. Dixon stated the money will be spent first, then they will be reimbursed.

Commissioner NeSmith asked Mr. Williams if he had an opportunity to look over the agreement, and Mr. Williams stated yes, he had looked over the agreement. Mr. Williams also stated he has looked over all the agreements on the agenda and everything is in order and there are no legal issues.

COMMISSIONER NESMITH MADE THE MOTION TO APPROVE THE FLORIDA COMMERCE AGREEMENT BB212 AWARDING THE COUNTY FOUR MILLION DOLLARS ($4,000,000) AND COMMISIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

11c. Approval of Agreement for Graphic Design Services with MediumFour, LLC

Mr. Dixon presented the above item. The item is presented to the board for approval of the Agreement for Graphic Design Services with MediumFour, LLC. The agreement is for 3 years, and is in the budget for the Public Information Department.

Commissioner Simpkins asked if this agreement covers the recording of infomercials, she stated in the past we have had to contract out for that. Also, she asked if $4500 a month was necessary and if they were putting out projects monthly to need a Graphic Design Service. Ms. Steele stated yes.

Commissioner Hinson was confused about the $4500 a month if it's just flyers being created. He suggested we bring in high school students to help create the projects, and maybe we could save some money.

Chair Green stated the need for Graphic design Service is not just for flyers. Chair Green asked Ms. Steele for clarification in which she was not able to provide at that time, however she did state that if this was an in-house position that it would still cost the $54,000, they are agreeing to pay MediumFour LLC annually.

Commissioner Holt stated there are projects that need to be done professionally, often, and monthly, so yes, they need a Graphic design service. She stated there are multiple departments that put projects out, and we do have deadlines most of the time with the projects.

Commissioner NeSmith stated he agreed with Commissioner Hinson's comments on bringing in youth to help out, and as a matter of fact that would be a good addition to introduce to the summer youth program. He also stated he sat down with Ms. Steele as he was concerned with the monthly amount to be paid to MediumFour LLC and was provided statements from last year and all the statements he saw exceeded this amount and some by significant numbers.

Commissioner Simpkins stepped out at 6:36 p.m.

Commissioner Simpkins returned at 6:37 p.m.

COMMISSIONER HOLT MADE THE MOTION TO APPROVE THE AGREEMENT FOR GRAPHIC DESIGN SERVICES WITH MEDIUMFOUR, LLC AND COMMISIONER NESMITH MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

11d. Approval of Agreement for Tourist Development Council Marketing Services with MediumFour, LLC

Mr. Dixon presented the above item. The item is presented to the board for approval of the Agreement for Tourist Development Council Marketing Services with MediumFour, LLC. The Tourist Development Council is able to approve their own contracts, but the board has to ratify. The funds are coming from the Tourist Development Council budget.

Mr. Williams stated to clarify that the Tourist Development Council can approve up to $30,000, and anything beyond that amount has to go to the board for approval.

Commissioner Simpkins asked if everything related to marketing and Tourist Development Council will be done by MediumFour, as this agreement is $150,000 annually. Ms. Steele stated yes, we will not be outsourcing. If there is a project that the Tourist Development Council need to outsource, they will be required to take it to the board for approval first.

Commissioner Hinson asked if Mr. Dixon did an RFP on this item. Mr. Williams stated there was an RFP issued for this item.

Commissioner Hinson asked if the RFP was included in the documents he was provided for the meeting. Mr. Williams stated no the RFP was not included, and normally we do not put an RFP for a selected vendor, however the contract is included and it is here.

Commissioner Holt stated the Tourist Development Council advertised a couple of times for vendors. The Tourist Development Council can do that themselves and that's what the Tourist Development Council has always done. The Board of County Commissioners does not advertise for vendors for the Tourist Development Council. She stated the Tourist Development Council meeting was publicly advertised and recorded.

COMMISSIONER HOLT MADE THE MOTION FOR THE APPROVAL OF AGREEMENT FOR TOURIST DEVELOPMENT COUNCIL MARKETING SERVICES WITH MEDIUMFOUR, LLC AND COMMISIONER NESMITH MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

11e. Approval to Confirm the Chief Financial Officer

Mr. Dixon presented the above item. The item is presented to the board for approval to Confirm the Chief Financial Officer.

Dr. Burroughs appeared and introduced the Chief Financial Officer, Janice Harris.

Commissioner Hinson thanked Ms. Harris for coming on board. He also stated the Clerk had heartburns about Chief Financial Officer title, as that is his title as well as the Clerk. He asked how they could have two of the same titles, and mentioned the letter from the Clerk addressing this issue.

Mr. Dixon stated there should be no problem with the title, as she is the Chief Financial Officer for the Board of County Commissioners. He stated he will look into the title issue again with Mr. Williams.

Commissioner Holt stated the position is under the Board of County Commissioners, and the Clerk is a separate constitutional officer with the Clerk of Court, and if there are any issues Mr. Williams will let the board know.

COMMISSIONER HOLT MADE THE MOTION FOR THE APPROVAL TO CONFIRM THE CHIEF FINANCIAL OFFICER AND CHAIR GREEN MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

***********51:30 on the video on Clerk's website.**

11f. Approval to Confirm the Growth Management Director

Dr. Burroughs appeared and introduced the Growth Management Director, Mr. Beau Scott.

Chair Green thanked Mr. Scott for taking the position, and also thanked him for his help the night before with the meeting in District 5.

Commissioner Holt also thanked Mr. Scott for accepting the position as she knows he'll be favorable to the people of Gadsden County in getting some development done.

Commissioner NeSmith also thanked Mr. Scott for his help with the meeting the night before for district 5.

COMMISSIONER HOLT MADE THE MOTION FOR THE APPROVAL TO CONFIRM THE GROWTH MANAGEMENT DIRECTOR AND COMMISSIONER NESMITH MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

~~11g. Approval to Upgrade Aging Fleet Through a Lease Program with Truck Worx~~

Item pulled.

11h. Approval on the ARPA Prioritization of Remaining Funds to Meet US Treasury Allowable Uses and Deadlines

Chair Green stepped out at 6:58 p.m.

Mr. Dixon presented the above item. The item is presented to the board for approval on the ARPA Prioritization of Remaining Funds to Meet US Treasury Allowable Uses and Deadlines. This item is to approve the original priority list with the funds shift and/or to approve the priority list with contingency projects without the funds shift. We ask that the board moves on option one, which is to approve the original priority list with the funds shift.

Commissioner Hinson stated he thought the board was going to have a workshop before voting on this item due to needing more dialogue on this subject, and he said it was stated at our last meeting we would have a workshop.

Chair Green returned at 7 p.m.

Mr. Dixon stated they were mainly wanting the approval for the shifting of funds. So, we can begin that process to make sure we're covered no matter what programs the board approves. Unless there are major changes in the prioritization of the programming, and if there is please let us know so we don't continue down this road.

Ms. Harris appeared before the board. Her only concern was that it was pushing the deadline, and they do need to obligate the funds. Especially need to work on the funds shift if that's what the board is wanting to do because it is going to require a lot of support. She stated time is of the essence.

Commissioner Holt stated she is very interested in the funds shift, and asked Ms. Harris if she was correct in her statement about how the shift would work. Ms. Harris said yes.

Chair Green recommended that the board have meetings with and hash it out with Mr. Dixon individually, and schedule the meeting so when we come back for the next meeting, we have a better understanding of this agenda item.

Commissioner Simpkins wanted clarification on option 1, to approve the original priority list with the funds shift. Chair stated she could modify the motion because if we're having uncertainty about obligations for a particular item we can amend and change the line items.

Commissioner NeSmith stated he met with the Chief Financial Officer and he was comfortable with this agenda item. Stated the board has discussed the 5 items in question regularly without much if

any opposition from the board on these items. The funds shift is only 2 million, and even after the shift takes place, the board can go back and add any new ideas they may come up with.

Commissioner Simpkins asked for clarification as to what was the amount of the funds shift that was being referred to. Ms. Harris stated anything that is allowable under Treasury rules, such as fire salary, EMS salary, equipment, etc.

Mr. Dixon stated it did not matter how much they shift; the idea is to cover it all so we don't give a dime back for any reason.

Commissioner Holt asked Ms. Harris' recommendation for the funds shift expenditures. Ms. Harris stated it can be anything made up under Treasury Rules that is allowable, such as fire and EMS salaries, benefits, and equipment.

Commissioner Holt asked if a total funds shift was done, how would that affect the items in discussion. Mr. Dixon stated it would not affect what the board decides to do with the money, it would just preserve more of the money. Ms. Harris stated she would have to see if doing a funds shift on all the money is even permissible.

Commissioner Holt stated she brought up the funds shift because if the board is voting on the funds shift then she wants to know what numbers they are voting on. Ms. Harris stated before she ever came on with Gadsden County that the board had already discussed, and put together a list of projects. Ms. Harris stated they identified the priority projects that could get obligated before December 31st. Ms. Harris stated the balance to complete all projects would be 1.9 million, so the board would have to funds shift 1.9 million.

Commissioner Simpkins stated she was really not comfortable, because we are sitting here trying to figure things out, and I do not think we should vote on this item tonight. She wants to have a meeting to discuss this item further because it would be more beneficial for her to meet with Mr. Dixon, and also make her more comfortable.

Chair Green asked if they could pull the item, and asked the board how soon they could meet to re-address this item. Commissioner Holt stated Thursday, Mr. Dixon reminded everyone that Commissioner Simpkins has a community meeting Thursday already so that wouldn't work.

Commissioner Hinson stated to meet 4 p.m. before the next meeting, and then suggested next Tuesday October 22, 2024. Chair Green agreed Tuesday should be available.

Commissioner NeSmith stated he is just concerned because he doesn't want to send 1 brown penny back, and again he is comfortable with this item because he sat down with Ms. Harris who explained it to him.

Mr. Dixon asked to approve the funds shift itself since there doesn't seem to be a problem with that, the issue is how much money.

Commissioner Hinson stated they could wait a week, there was no harm in 1 week. He stated he wants to have the time to have the conversation about having a community center in the East and West part of Gadsden County.

Chair Green asked Mr. Dixon what difference would it make to discuss this next week, and Mr. Dixon stated there was no difference to wait 1 week. He stated every question that every commissioner has, would have the opportunity to meet with Ms. Harris, and then be able to come to the meeting on October 22, 2024 and discuss what we want.

COMMISSIONER HOLT MADE THE MOTION FOR THE APPROVAL TO TABLE THE ITEM AND SCHEDULE A SPECIAL VOTING MEETING AT 6 P.M. TUESDAY OCTOBER 22, 2024 AND COMMISSIONER HINSON MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

12. Clerk of Court

No updates.

13. County Administrator

Mr. Dixon stated the first board meeting of November is on November 5th which is election day, and asked if the Board wished to reschedule the meeting to Monday November 4th. Commissioner Simpkins asked to just cancel the meeting.

COMMISSIONER SIMPKINS MADE THE MOTION FOR THE NOVEMBER 5 BOCC MEETING TO BE CANCELLED AND COMMISSIONER HINSON MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

14. County Attorney

No updates

15. Discussion Items by Commissioners

15a. Commissioner Eric F. Hinson, District 1

Commissioner Hinson asked Mr. Dixon about Neighborhood Services AC units and it was taking so long to get them up and working. Mr. Parks appeared before the board, and stated once they got

approval from the Board, then they went out and got bids, once the lowest and best bidder was chosen, then the contractor had to order the supplies, once the supplies came in, then the contractor would be able to get the units installed. Mr. Parks also stated this same contractor was working on both the Simon Scott building and Neighborhood services building.

Commissioner Holt asked Mr. Parks how long the bid process took, and he said about 2 weeks.

15b. Commissioner Kimblin E. NeSmith, District 3

Commissioner NeSmith thanked everyone who took time for him to answer any questions he had. He also thanked Mr. Williams for his communication and clarification on some of the agenda items.

Commissioner NeSmith stated Love Where You Live our bulky item pickup campaign is in full swing. He also asked Mr. Dixon if it was all County roads and not just main county roads, and Mr. Dixon stated yes, all county roads.
Commissioner NeSmith stated he had been doing some research and found there are 4 essential elements that make up a thriving community and they are; 1. A local community financial institution, 2. Thriving educational system which means we need our own Community College here in Gadsden County, 3. Good health care options and we don't even have a hospital here, 4. Local and community grocery stores.

Commissioner NeSmith stated they need to emphasize the importance of STEM, as he talked about the new robot that Tesla owner Elon Musk has released.

Commissioner Hinson stated there is one pilar and that is infrastructure.

15.c. Commissioner Brenda A. Holt, District 4

Commissioner Holt stated she has been trying to go on this trip for 7 years, to go see what the economic development will look like. It is a mindset and the community has to change its mindset in order to bring in the businesses we want to bring in.

Commissioner Holt thanked everyone for their participation in the voter rally Saturday.

Commissioner Holt mentioned the Industrial Board, and that board being the only board that can borrow money. She also stated she did not think the industrial board had met in years, and we might need some more members.

Chair Green asked Commissioner Holt if she knew how the Industrial board came about, and she said she did not know as the board was there before she got here. Mr. Dixon stated that the Industrial board was created by the legislator.

Commissioner Holt invited anyone who was interested to attend the board's trip for economic development. Chair Green stated to Commissioner Holt that if people are interested and wanting to attend, they can, but at their own expense.

15.d. Commissioner Alonzetta Simpkins, District 2

Commissioner Simpkins thanked Public Works for taking care of the cross-drain in Reston that blew out during the hurricane.

Commissioner Simpkins mentioned striping and asked for updates. She stated there is no striping what so ever on Jameson Road or even lights so it's dark on that road and the residents can't even see to make sure they're on the right side of the road. Mr. Dixon stated he was hoping to piggy back off somebody's contract, due to when we put it out for advertisement, we don't always get good vendors and when we do, they are super expensive. He said they may have to come back with an RFP.

Commissioner Holt returned at 7:58 p.m.

Commissioner NeSmith asked about the thermoplastic on Hardaway highway cause right now it's just paint. Mr. Young stated the paint was temporary and it would be done with thermoplastic.

Chair Green asked what was going on with the paint and thermoplastic on spooner road. He wanted to know why use the paint and then go back to thermoplastic, why not just thermoplastic it from the beginning and not use the paint. Mr. Young stated it was because if they have any issues with the asphalt and need to resurface it, they can do so without having to strip the thermoplastic.

Commissioner Simpkins mentioned volunteer fire departments and asked about paying course fees for the volunteers. Chief Hood appeared, and stated we can offer EVOC, BOS/CPR, and fire 1 free of charge, but it gets a little tricky when you get into the Fire 2 side of things because it is more hours.

Chair Green stepped out at 8:04 p.m.

Chair Green returned at 8:06 p.m.

Chief Hood stated his concerns with paying for all the courses because if the volunteer is not a county employee and then we pay their way through school for 6 months to a year and they get their certification and go 2 counties over and make $30, 0000 more per year than they would have here in Gadsden. He wanted to know how we would ensure getting our money back if the volunteer were to do that.

Commissioner Simpkins stated they need to figure out how to recruit more volunteer firemen.

Mr. Dixon asked Chief Hood how Fire 2 works in terms of the educational length. Chief Hood stated it generally takes 6 months to complete, and then you have to take the state test.

Commissioner Simpkins mentioned Scott Town Park, and Mr. Dixon stated that there are workorders out there for this park.

Commissioner Simpkins stated Parks and recreation along with herself will be partnering with a Hispanic car group to host a trunk or treat on October 26th from 4-7pm at Fantana Park.

Commissioner Simpkins will have a community meeting October 17th at Mt. Zion AME church on the glade at 6 p.m. regarding services available in Gadsden County.

Commissioner Simpkins stated she is still waiting on a CHP workshop to be scheduled.
Commissioner Simpkins stated the email from the Clerk was sent to her because she called that morning and requested the information. The email did not come from the clerk, the email came from his employee. Chair Green stated he already had clarification of the situation.

Commissioner Holt stated we need to set aside money for Economic Development. She stated she doesn't know how we are going to do it, but we need to figure out how to do that.

Commissioner Hinson asked how its legal to allow a developer not even from Gadsden County to put 5-6 houses on 1 acre of land, but if I want to put my family close together on my property I can't because I am told the water quality would be bad and everything else that goes with it. Chair Green agreed with Commissioner Hinson, and asked that a workshop be scheduled to address this subject.

15.e. Commissioner Ronterious Green, District 5

Chair Green mentioned Boys & Girls club timeline, and options. He asked Mr. Dixon for clarity on the clearing of property on Strong Road, and Mr. Dixon stated they cleared some land to go in and look to see what is useable and what the property presents.

Commissioner NeSmith asked Mr. Dixon if there was a deadline to use this money, and Mr. Dixon stated yes there is, and he would get the commissioners the list of deadlines the next day.

Chair Green mentioned Mobile Health bus, and asked Mr. Dixon for clarity on the mobile health bus. Mr. Dixon stated the health council and Board of County Commissioners agreed during COVID to acquire a mobile unit.

Chair Green stated he is excited to serve the new area of his district after re-zoning and the community is happy as well that I am their commissioner.

Chair Green stated bulky item pickup is coming up in District 5. Chair Green requested proclamation for Bishop Williams who is celebrating 40 years of services to this community.

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

Chair Green provided a greenlight moment.

16. Motion to Adjourn

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR GREEN DECLARED THE MEETING ADJOURNED AT 8:31 PM.

GADSDEN COUNTY, FLORIDA

_____

Ronterious Green, Chair
Board of County Commissioners

ATTEST:

_____

NICHOLAS THOMAS, Clerk

AT A SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON OCTOBER 22, 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
Thornton Williams, County Attorney
Adriana Quijada, Deputy Clerk
Leann Jinks, Assistant BOCC Secretary

Call to Order, Invocation and Pledge of Allegiance

Chair Green called the meeting to order at 6:00 p.m. Chair Green led into invocation and the Pledge of Allegiance.

Amendments and Approval of the Agenda

Mr. Dixon stated there are no amendments.

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

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**.

Chair Green read aloud the above statement.

General Business

7.a. - Approval on the ARPA Prioritization of Remaining Funds to Meet U.S. Treasury Allowable Uses and Deadlines

Mr. Dixon presented the above item. The item is presented to the board for approval on the APRA prioritization of remaining funds to meet the U.S. Treasury allowable uses and deadlines. He stated

the board had met on this item weeks prior, and the goal still remained the same to authorize staff to move funds.

Commissioner Simpkins appeared at 6:03 p.m.

Ms. Harris appeared and stated the only change to the package presented to the board was adding the Clerk of Courts for funds to be obligated. She stated they received the Clerk of Courts information that morning.

Chair Green asked Ms. Harris how adding the Clerk of Courts would impact the things they already have allocated. Ms. Harris stated added the Clerk of Courts just re-allocates the funds down to 1.8 million.

Chair Green stated the main reason for this special meeting was to make sure 2 of his colleagues were able to have adequate time to go through the package presented to the them and give them the opportunity to have conversation with staff and/or add information if they wanted.

Chair Green asked Commissioner Hinson if he had the opportunity to get the appropriate numbers and things in that nature for his ideas to be able to present the items to the board.

Commissioner Hinson stated again he would like for them to look into adding 2 community centers, one in each part of Gadsden County. So that the citizens that are so far from the community could have something to do. Chair Green stated he wished they had numbers to go with what Commissioner Hinson is requesting, as he supports adding community Centers but would love to see an outline with some numbers.

Commissioner Hinson stated he has not spoken with staff yet about this, he said they have been playing phone tag so unfortunately, he hasn't had the chance. He stated he does think this is a pressing issue and this is a board conversation.

Chair Green stated he was hoping for due diligence so they can have the conversation via numbers and what it would cost approximately from the funding that they are trying to allocate tonight. He stated he thought the idea was great, but wished they had some numbers so that they can make a better-informed decision.

Commissioner Hinson asked Mr. Dixon once the funds are obligated, how many years do we have to spend the funds. Mr. Dixon stated once the funds are obligated, the funds will go into general revenue and then you have an unlimited amount of time to spend the money at your leisure.

Mr. Dixon stated Ms. Harris had been working with NACo (National Association of Counties) and they revealed other options for the funds for Gadsden County.

Ms. Harris stated will be coding EMS salaries for this fiscal year and the next fiscal year if they have enough. She said meaning those funds will come out of ARPA, and in turn that will free up the general revenue budget and the board can use that for their projects as they deem it necessary.

Chair Green stated to Commissioner Hinson that he is not sure why staff had been inaccessible to Commissioner Hinson as he himself had met with staff and also asked Commissioner Simpkins if she had the opportunity to speak with staff, and Commissioner Simpkins stated she met with Ms. Harris to have her questions answered. Commissioner NeSmith stated he also spoke with staff.

Chair Green stated he wants to support the community centers so he suggested that Commissioner Hinson get with staff to try to get an outline and what its going to take to make it happen. He stated with the funds being freed up in general funds that this maybe something they can look into.

Commissioner Simpkins stated she walked in on the meeting in progress and wanted to know if anything was covered before she got there, and Chair Green stated nothing.

Ms. Harris stated they will be coding salaries to ARPA, and it will free up the general revenue budget due to no longer paying salaries out of the general revenue budget. She stated you have to choose projects that you can obligate the money before December 31st, and they identified 6 projects that they suggest.

Commissioner NeSmith stated he was also interested in community centers, and stated to Commissioner Hinson that the community center they are putting in Quincy will help give some numbers and a baseline for his idea of 2 new community centers.

Commissioner NeSmith asked to clarify the projects on the priority list. He also asked Ms. Harris about the budget for EMS, and Mr. Dixon stated some funds had already been allocated as they had already sent 2 ambulances to be transitioned.

Ms. Harris stated the funds do not have to be expended; they just have to be obligated.

Commissioner Holt stated none of the projects they are obligating money to make money so they may have to go back and look at this again. Until we have a plan in place, they cannot get state or federal money. So, the remaining money they need to look into using it for match money in economic development.

Chair Green stated maybe they can use the money freed up in the general fund for economic development.

Commissioner NeSmith asked Chair Green if they had allocated any funds for infrastructure. Mr. Dixon stated there is a small pot.

Chair Green stated that the board can decide if they want to do something differently with the money that has already been coded, then they will have the opportunity to do that.

Commissioner Hinson mentioned setting money aside for businesses. He stated 1.2 million was set aside for businesses 1 year and then they got a new commissioner that year and the pot dwindled down to about $400, 000 that year. He suggested the money be put back into the pot for small businesses.

Mr. Dixon stated there was $100, 000 in industrial park and $120, 000 for infrastructure.

COMMISSIONER HOLT MADE A MOTION TO APPROVE THE ORIGINAL PRIORITY LIST WITH RE-ALLOCATION OF FUNDS AND COMMISSIONER NESMITH MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

8. Motion to Adjourn

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR GREEN DECLARED THE MEETING ADJOURNED AT 6:31 PM.

GADSDEN COUNTY, FLORIDA

_____
Ronterious Green, Chair
Board of County Commissioners

ATTEST:

_____

NICHOLAS THOMAS, Clerk

Board of County Commissioners
Agenda Request

Date of Meeting: November 19, 2024

Date Submitted: October 10, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Temeka L. Rollins, County Probation Division Manager

Subject: Approval of the Judicial Inquiry System (JIS) Department of Highway Safety and Motor Vehicles (DHSMV) – Access Certification Statement

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Statement of Issue:

This agenda item seeks Board approval and signature by the Chairman for the renewal of the attached Judicial Inquiry System (JIS) Department of Highway Safety and Motor Vehicles (DHSMV) - Access Certification Statement.

Background:

JIS through a single-entry application solution provided through the Office of the State Courts Administrator, offers the judiciary and other authorized agencies access to DHSMV's Driver and Vehicle Information Database (DAVID) in order to retrieve much needed information pertaining to driver's licenses and vehicles.

The first Judicial Inquiry System (JIS) Department of Highway Safety and Motor Vehicles (DHSMV) - Access Certification Statement through the Office of the State Courts Administrator was approved by the Board of County Commissioners on May 4, 2021.

The Judicial Inquiry System (JIS) Inter-Agency Agreement is between the Office of the State Courts Administrator (OSCA) and Gadsden County Board of County Commissioners- County Probation, which allows access to criminal history and other related criminal justice related information through the Judicial Inquiry System (JIS). This agreement was last updated on April 16, 2024.

Analysis:

JIS DHSMV requires a Memorandum of Understanding – Access Certification Statement with each agency that requests access to the DAVID system. This agreement will remain in effect for 1 year. All County Probation Division staff members who use the system have completed the necessary training for access to the DAVID system. All information obtained from DAVID will be used for verification and compliance purposes of probationers. The appropriate policies and procedures are in place to ensure data security.

Fiscal Impact:

None.

Options:

1. Approve the Judicial Inquiry System (JIS) Department of Highway Safety and Motor Vehicles (DHSMV) - Access Certification Statement provided through the Office of the State Administrator and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachments:

- Judicial Inquiry System (JIS) Department of Highway Safety and Motor Vehicle (DHSMV) Access Certification Statement
- Judicial Inquiry System (JIS) Department of Highway Safety and Motor Vehicle (DHSMV) Memorandum of Understanding (informational only)
- Judicial Inquiry System (JIS) Inter - agency agreement (informational only)

Office of the State Courts Administrator

JUDICIAL INQUIRY SYSTEM (JIS) DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLE (DHSMV) ACCESS CERTIFICATION STATEMENT

Under penalty of perjury I have read the requirements contained in the Memorandum of Understanding, Florida Administrative Code, Rule Chapter 60GG-2 (Formerly 74-2, FAC), and the Department of Highway Safety and Motor Vehicles Vendor IT Security Policy and declare that the following is true:

The Requesting Party,

_____

(*Agency Name*)

hereby certifies that the Requesting Party has appropriate internal controls in place to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. This includes policies/procedures in place for both personnel to follow and data security procedures/policies to protect personal data. The data security procedures/policies have been approved by a Risk Management IT Security Professional or internal auditor.

_____
Agency Head Signature

_____
Printed Name

_____
Title

_____
Agency Name

_____
Date

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MEMORANDUM OF UNDERSTANDING
FOR DRIVER'S LICENSE AND/OR MOTOR VEHICLE RECORD DATA EXCHANGE

This Memorandum of Understanding (MOU) is made and entered into by and between the Office of the State Courts Administrator (OSCA), hereinafter referred to as the Requesting Party, and the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the Providing Agency, collectively referred to as the Parties.

I. Purpose

The Providing Agency is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways.

In carrying out its statutorily mandated duties and responsibilities, the Providing Agency collects and maintains personal information that identifies individuals. Based upon the nature of this information, the Providing Agency is subject to the disclosure prohibitions contained in 18 U.S.C. §2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), Sections 119.0712(2) and 501.171, Florida Statutes, and other statutory provisions.

The Requesting Party is a government or private entity operating under the laws and authority of the state of Florida and/or operating under Federal laws and is requesting personal information and declares that it is qualified to obtain personal information under the exception number(s), listed in Attachment I, authorized by DPPA.

This MOU is entered into for the purpose of establishing the conditions and limitations under which the Providing Agency agrees to provide electronic access to Driver License and Motor Vehicle information to the Requesting Party as part of the Judicial Inquiry System (JIS).

The Requesting Party is receiving a X 9-digit X 4-digit or no social security number, pursuant to Chapter 119 Florida Statutes, or other applicable laws.

II. Definitions

For the purposes of this MOU, the below-listed terms shall have the following meanings:

A. Business Point-of-Contact - A person appointed by the Requesting Party to assist the Providing Agency with the administration of the MOU.

B. Consumer Complaint Point-of-Contact - A person appointed by the Requesting Party to assist the Providing Agency with complaints from consumers regarding misuse of personal information protected under DPPA.

C. Driver License Information - Driver license and identification card data collected and maintained by the Providing Agency. This data includes personal information as defined in item L, below.

D. Driver Privacy Protection Act (DPPA) - The Federal Act (see, 18 United States Code § 2721, et seq.) that prohibits release and use of personal information except as otherwise specifically permitted within the Act.

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E. Government Entity - Any federal, state, county, county officer, or city government, including any court or law enforcement agency.

F. Highly Restricted Personal Information - Includes, but is not limited to, medical or disability information ,social security number, and driver license photograph.

G. Insurance Record - Insurance information, such as insurance company name, policy type, policy status, insurance creation and expiration date, but excluding insurance policy number, provided to the Requesting Party, pursuant to Section 324.242(2), Florida Statutes.

H. Judicial Inquiry System (JIS) – A single entry application solution provided by the Office of the State Courts Administrator that offers the judiciary and other authorized agencies access to multiple criminal justice data sources, including motor vehicle and driver license information from the Providing Agency.

I. Law Enforcement Agency - An agency whose primary responsibility is the prevention and detection of crime and the enforcement of the penal, criminal, traffic, or highway laws of the state or country; that is also a Criminal Justice Agency subject to and in good standing under the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy; and is either a state, county, or city government agency that employs sworn law enforcement officers, as defined in Section, 943.10(1), Florida Statutes, or is a federal agency that employs full-time officers with authority to make arrests and carry firearms while on duty

J. Motor Vehicle Information - Title and registration data collected and maintained by the Providing Agency for vehicles. This information includes personal information as defined in item L, below.

K. Parties - The Providing Agency and the Requesting Party.

L. Personal Information - As described in Section 119.0712(2)(b), Florida Statutes and 18 U.S.C. S.2725, information found in the motor vehicle or driver record which includes, but is not limited to, the subject's driver identification number, name, address, (but not the 5 – digit zip code), driver license photograph and medical or disability information.

M. Private Entity - Any entity that is not a unit of government, including, but not limited to, a corporation, partnership, limited liability company, nonprofit organization or other legal entity or a natural person.

N. Providing Agency - The Department of Highway Safety and Motor Vehicles. The Providing Agency is responsible for granting access to driver license and/or motor vehicle data to the Requesting Party.

O. Registration Hold - A hold placed on the owner, vehicle or registration, intended to prevent extension or renewal of any motor vehicle registration.

P. Requesting Party - Any entity type, including its agents, employees, and contractors, that is expressly authorized by Section 119.0712(2), Florida Statutes and DPPA to receive personal information and/or highly restricted personal information that requests information contained in a driver license or motor vehicle record from the Providing Agency through remote electronic access.

Q. Technical Contact - A person appointed by the Requesting Party to oversee the maintenance/operation of setting up of Web Service and Batch/FTP/SFTP processes.

R. Third Party End User - Any law enforcement agency, other governmental entity who receives driver license and/or motor vehicle data via JIS from the Requesting Party in accordance with DPPA, Section 119.0712(2), Florida Statutes, and the provisions of this MOU.

S. Web Service - A service where the Requesting Party writes a call program to communicate with the Web Service of the Providing Agency to receive authorized motor vehicle and driver license data.

III. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver's licenses and motor vehicles pursuant to Chapters 317, 319, 320, 322, 328, and Section 324.242(2), Florida Statutes. The driver license, motor vehicle, and vessel data contained in the Providing Agency's databases is defined as public record pursuant to Chapter 119, Florida Statutes; and as such, is subject to public disclosure unless otherwise exempted by law.

As the custodian of the state's driver and vehicle records, the Providing Agency is required to provide access to records permitted to be disclosed by law.

Under this MOU, the Requesting Party will be provided, via remote electronic means, information pertaining to driver licenses and vehicles, including personal information authorized to be released pursuant to Section 119.0712(2), Florida Statutes, and DPPA. By executing this MOU, the Requesting Party agrees to maintain the confidential and exempt status of any and all information provided by the Providing Agency pursuant to this MOU and to ensure that any Third Party End Users accessing or utilizing said information shall do so in compliance with Section 119.0712(2), Florida Statutes and DPPA. Highly restricted personal information shall only be released in accordance with DPPA and Florida law. In addition, the Requesting Party agrees that insurance policy information shall only be utilized pursuant to Section 324.242(2), Florida Statutes.

The Requesting Party must provide justification to receive the driver license photograph pursuant to Section 322.142 (l), Florida Statutes.

This MOU is governed by the laws of the State of Florida and jurisdiction of any dispute arising from this MOU shall be in Leon County, Florida.

IV. Statement of Work

A. The Providing Agency agrees to:

1. Provide the Requesting Party with the technical specifications, and Requesting Party Number if applicable, required to access data in accordance with the access method being requested.

2. Allow the Requesting Party to electronically access data as authorized under this MOU.

3. Collect all fees for providing the electronically requested data, pursuant to applicable Florida Statutes, rules and policies, including Sections 320.05 and 322.20, Florida Statutes. The fee shall include all direct and indirect costs of providing remote electronic access, according to Section 119.07(2)(c), Florida Statutes.

4. Collect all fees due for electronic requests through the Automated Clearing House account of the banking institution which has been designated by the Treasurer of the State of Florida for such purposes.

5. Terminate the access of the Requesting Party for non-payment of required fees. The Providing Agency shall not be responsible for the failure, refusal, or inability of the Requesting Party to make the required payments, or interest on late payments for periods of delay attributable to the action or inaction of the Requesting Party.

6. Notify the Requesting Party thirty (30) business days prior to changing any fee schedules, when it is reasonable and necessary to do so, as determined by the Providing Agency. All fees are established by Florida law. Any changes in fees shall be effective on the effective date of the corresponding law change. The Requesting Party may continue with this MOU as modified or it may terminate the MOU in accordance with Section X. Termination and Suspension, subject to the payment of all fees incurred prior to termination.

7. Perform all obligations to provide access under this MOU contingent upon an annual appropriation by the Legislature.

8. Provide electronic access to driver license and/or motor vehicle information pursuant to roles and times established other than scheduled maintenance or periods of uncontrollable disruptions. Scheduled maintenance normally occurs Sunday mornings between the hours of 6:00 A.M. and 10:00 A.M.

9. Provide a contact person for assistance with the implementation of this MOU.

B. The Requesting Party agrees to:

1. Use information only for the expressed purposes as described in Attachment I of this MOU.

2. Self-report to the Providing Agency all violations of the MOU within five (5) business days of discovery of such violation(s). The report shall include a description, the time period, the number of records impacted, the harm caused, and all steps taken as of the date of the report to remedy or mitigate any injury caused by the violation.

3. Accept responsibility for interfacing with any and all Third Party End Users. The Providing Agency will not interact directly with any Third Party End Users.

4. The Requesting Party shall maintain a list of all entities/users who are not within the judiciary, to whom access is provided to FLHSMV data through the JIS system, and shall specifically address the providing of access to Photos and signatures. Such list shall be provided to the department on an annual basis.

5. Establish procedures to ensure that its employees and agents comply with Section V., Safeguarding Information and provide a copy of the procedures to the Providing Agency within ten (10) business days of a request.

6. Not assign, sub-contract, or otherwise transfer its rights, duties, or obligations under this MOU without the express written consent and approval of the Providing Agency.

7. Use the information received from the Providing Agency only for the purposes authorized by this MOU. The Requesting Party shall not share or provide any information to another unauthorized entity, agency or person.

8. Protect and maintain the confidentiality and security of the data received from the Providing Agency in accordance with this MOU and applicable state and federal laws.

9. Have internal controls and auditing procedures in place to ensure third party end users are compliant with the requirements of this MOU.

10. If the Providing Agency or Requesting Party determines a Third Party End User has violated the provisions of Sections 119.0712 or 322.142, Florida Statutes, DPPA, or this MOU, the Requesting Party agrees to terminate the Third Party End User's access to JIS and report the violation to the Providing Agency within 3 business days.

11. Indemnify the Providing Agency and its employees from any and all damages arising from the Requesting Party's negligent or wrongful use of information provided by the Providing Agency, to the extent allowed by law.

12. Update user access/permissions upon reassignment of users within five (5) business days.

13. Immediately inactivate user access/permissions following separation, or negligent, improper, or unauthorized use or dissemination of any information.

14. For all records containing Personal Information released to a Third Party End User, maintain records identifying each person or entity that receives the personal information and the permitted purpose for which it will be used for a period of five (5) years. The Requesting Party shall provide these records or otherwise make these records available for inspection within five (5) business days of a request by the Providing Agency.

15. Notify the Providing Agency within five (5) business days of any changes to the name, address, telephone number and/or email address of the Requesting Party, its Point-of-Contact for Consumer Complaints, and/or its Technical Contact. The information shall be e-mailed to DataListingUnit@flhsmv.gov. Failure to update this information as required may adversely affect the timely receipt of information from the Providing Agency.

16. Understand that this MOU is subject to any restrictions, limitations or conditions enacted by the Florida Legislature or the Florida Supreme Court, which may affect any or all terms of this MOU. The Requesting Party understands that they are obligated to comply with all applicable provisions of law.

17. Timely submit statements required in Section VI. Compliance and Control Measures, subsections B and C.

18. Cooperate and ensure that its subcontractors, if any, cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055, Florida Statutes.

V. Safeguarding Information

The Parties shall access, disseminate, use and maintain all information received under this MOU in a manner that ensures its confidentiality and proper utilization in accordance with Rule 2.420, Florida Rules of Judicial Administration, or Chapter 119, Florida Statutes, as applicable, and the DPPA. Information obtained under this MOU shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal laws. Any disclosure of information shall be in accordance with 18U.S.C. §2721(c). In the event of a security breach, the Requesting Party agrees to comply with the provisions of Section 501.171, Florida Statutes.

Any person who knowingly violates any of the provisions of this section may be subject to criminal punishment and civil liability, as provided in Sections 119.10 and 775.083, Florida Statutes. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions, including fines, and civil liability.

In an effort to ensure information is only used in accordance with Chapter 119, Florida Statutes, and DPPA, the Providing Agency may include control records in the data provided in an effort to identify misuse of the data.

A. The Requesting Party shall notify the Providing Agency of any of the following within five (5) business days:

1. Termination of any agreement/contract between the Requesting Party and any other State/State Agency due to non-compliance with DPPA, data breaches, or any state laws relating to the protection of driver privacy. The Requesting Party shall also notify the Providing Agency if any State/State Agency declines to enter into an agreement/contract with the Requesting Party to provide DPPA protected data.

2. Any pending litigation alleging DPPA violations or under any state law relating to the protection of driver privacy.

3. Any instance where the Requesting Party is found guilty or liable by a court of competent jurisdiction for misuse of data under DPPA or under any state law relating to the protection of driver privacy.

4. Any instance where the owner, officer, or control person of the Requesting Party owned a majority interest in, or acted as a control person of, an entity that was found guilty or liable by a court of competent jurisdiction for misuse of data under DPPA or under any state law relating to the protection of driver privacy.

5. A breach of security as defined by Section 501.171, Florida Statutes.

B. The Parties mutually agree to the following:

1. Information exchanged will not be used for any purposes not specifically authorized by this MOU and its attachments. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this or any unauthorized information to unauthorized persons.

2. The Requesting Party shall not indemnify and shall not be liable to the Providing Agency for any driver license or motor vehicle information accidentally lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as otherwise provided in Section 768.28, Florida Statutes.

3. Information obtained from the Providing Agency will be stored in a location that is physically and logically secure from access by unauthorized persons.

4. The Requesting Party shall develop security requirements and standards consistent with Section 282.318, Florida Statutes, Florida Administrative Code Rule 60GG-2, and the Providing Agency's security policies; and employ adequate security measures to protect Providing Agency's information, applications, data, resources, and services. The applicable Providing Agency security policies are set forth in Attachment II.

5. Access to the information received from the Providing Agency will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.

6. All personnel with access to the information exchanged under the terms of this MOU will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the Requesting Party and provided to the Providing Agency within ten (10) business days of a request.

7. All personnel with access to the information will be instructed of and acknowledge their understanding of the civil and criminal sanctions specified in state and Federal law for unauthorized use of the data. These acknowledgements must be maintained in a current status by the Requesting Party and provided to the Providing Agency within ten (10) business days of a request.

8. All access to the information must be monitored on an ongoing basis by the Requesting Party. In addition, the Requesting Party must complete an Annual Certification Statement to ensure proper and authorized use and dissemination of information and provide it to the Providing Agency pursuant to Section VI. Compliance and Control Measures, subsection B, below.

9. All data received from the Providing Agency shall be encrypted during transmission to Third Party End Users using Transport Layer Security (TLS) version 1.2 or higher encryption protocols. Alternate encryption protocols are acceptable only upon prior written approval by the Providing Agency.

10. By signing the MOU, the representatives of the Providing Agency and Requesting Party, on behalf of the respective Parties, attest and ensure that the confidentiality of the information exchanged will be maintained.

11. Any reference to chapter 119, Florida Statutes, in attachment II of this MOU shall be deemed to include Rule 2.420, Florida Rules of Judicial Administration, as applicable.

VI. Compliance and Control Measures

A. Internal Control and Data Security Audit - This MOU is contingent upon the Requesting Party having appropriate internal controls in place at all times that data is being provided/received pursuant to this MOU to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. The Requesting Party must submit an Internal Control and Data Security Audit from a currently licensed Certified Public Accountant, on or before the first anniversary of the execution date of this MOU or within one hundred twenty (120) days from receipt of a request from the Providing Agency. Government agencies may submit the Internal Control and Data Security Audit from their Agency's Internal Auditor or Inspector General. The audit shall indicate that the internal controls governing the use and dissemination of personal data have been evaluated in light of the requirements of this MOU, and applicable laws and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. This includes both policies/procedures in place for personnel to follow and data security procedures/policies in place to protect personal data. The audit shall certify that the data security procedures/policies have been approved by a Risk Management IT Security Professional. The audit shall also certify that any and all deficiencies/issues found during the audit have been corrected and measures enacted to prevent recurrence. The audit must have an original signature of the CPA and the Requesting Party's agency head, owner, officer, or control person designated by Letter of Delegation to execute contracts/agreements on their behalf. The audit shall be sent via Certified U.S. Mail to the Providing Agency as set forth in Section XI., Notices.

B. Annual Certification Statement - The Requesting Party shall submit to the Providing Agency an

annual statement indicating that the Requesting Party has evaluated and certifies that it has adequate controls in place to protect the personal data from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this MOU and applicable laws. The Requesting Party shall submit this statement annually, within fifteen (15) business days after the anniversary of the execution date of this MOU. (NOTE: During any year in which an Internal Control and Data Security Audit is conducted, submission of the Internal Control and Data Security Audit may satisfy the requirement to submit an Annual Certification Statement.) Failure to timely submit the certification statement may result in an immediate termination of this MOU.

In addition, prior to expiration of this MOU, if the Requesting Party intends to enter into a new MOU, a certification statement attesting that appropriate controls remained in place during the final year of the MOU and are currently in place shall be required to be submitted to the Providing Agency prior to issuance of a new MOU.

C. Misuse of Personal Information – The Requesting Party must notify the Providing Agency in writing of any incident where it is suspected or confirmed that personal information has been compromised as a result of unauthorized access, distribution, use, modification, or disclosure, by any means, within five (5) business days of such discovery. The statement must be provided on the Requesting Party's letterhead and include each of the following: a brief summary of the incident; the outcome of the review; the date of the occurrence(s); the number of records compromised; the name or names of personnel responsible; whether disciplinary action or termination was rendered; and whether or not the persons whose personal information was compromised were notified. The statement shall also indicate the steps taken, or to be taken, by the Requesting Party to ensure that misuse of data does not continue or recur. This statement shall be mailed to the Providing Agency's Bureau Chief of Records at the address indicated in XI., Notices A., above. (NOTE: If an incident involving breach of personal information did occur and the Requesting Party did not notify the owner(s) of the compromised records, the Requesting Party must indicate why notice was not provided.

In addition, the Requesting Party shall comply with the applicable provisions of Section 501.171, Florida Statutes, regarding data security and security breaches, and shall strictly comply and be solely responsible for adhering to the provisions regarding notice provided therein.

D. Consumer Complaints – The Requesting Party shall provide a point-of-contact for consumer complaints. In the event the Providing Agency receives a consumer complaint regarding misuse of DPPA protected information, the Requesting Party shall review and investigate the complaint. The Requesting Party shall provide its findings to the Providing Agency within fifteen (15) business days from the date they were notified by the Providing Agency.

Consumer Complaint Point-of-Contact Information:

Name: Office of the State Courts Administrator

Email: osca@flcourts.org

Phone Number: 850-922-5081

VII. Corrective Action Plan (CAP)

A. Corrective Action Plan (CAP)

1. If the Providing Agency determines that the Requesting Party is out of compliance with any of the provisions of this MOU and requires the Requesting Party to submit a CAP, the Providing Agency

may require the Requesting Party to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Requesting Party to resolve deficiencies without the Providing Agency invoking more serious remedies, up to and including MOU termination.

2. In the event the Providing Agency identifies a violation of this MOU, or other non-compliance with this MOU, the Providing Agency shall notify the Requesting Party of the occurrence in writing. The Providing Agency shall provide the Requesting Party with a timeframe for corrections to be made.

3. The Requesting Party shall respond by providing a CAP to the Providing Agency within the timeframe specified by the Providing Agency.

4. The Requesting Party shall implement the CAP only after the Providing Agency's approval.

5. The Providing Agency may require changes or a complete rewrite of the CAP and provide a specific deadline.

6. If the Requesting Party does not meet the standards established in the CAP within the agreed upon timeframe, the Requesting Party shall be in violation of the provisions of this MOU and shall be subject to liquidated damages and other remedies including termination of the MOU.

Except where otherwise specified, liquidated damages of $25.00 per day may be imposed on the Requesting Party for each calendar day that the approved CAP is not implemented to the satisfaction of the Providing Agency.

VIII. Agreement Term

This MOU shall take effect upon the date of last signature by the Parties and shall remain in effect for three (3) years from this date unless terminated or cancelled in accordance with Section X., Termination and Suspension. Once executed, this MOU supersedes all previous agreements between the parties regarding the same subject matter.

IX. Amendments

This MOU incorporates all negotiations, interpretations, and understandings between the Parties regarding the same subject matter and serves as the full and final expression of their agreement. This MOU may be amended by written agreement executed by and between both Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU, including to any of its attachments, must be by written agreement executed by the Parties in the same manner as this MOU was initially executed. If there are any conflicts in the amendments to this MOU, the last-executed amendment shall prevail. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

X. Termination and Suspension

A. This MOU may be unilaterally terminated for cause by either party upon finding that the terms and conditions contained herein have been breached by the other party. Written notice of termination shall be provided to the breaching party; however, prior-written notice is not required and notice may be provided upon cessation of work under the agreement by the non-breaching party.

B. In addition, this MOU is subject to unilateral suspension or termination by the Providing Agency without notice to the Requesting Party for failure of the Requesting Party to comply with any of the requirements

of this MOU, or with any applicable state or federal laws, rules, or regulations, including, but not limited to, DPPA, Sections 119.0712(2) and 501.171, Florida Statutes, or any laws designed to protect driver privacy.

C. This MOU may also be cancelled by either party, without penalty, upon thirty (30) business days advanced written notice to the other party. All obligations of either party under the MOU will remain in full force and effect during the thirty (30) business day notice period.

D. This MOU may be terminated by the Providing Agency if the Requesting Party, or any of its majority owners, officers or control persons are found by a court of competent jurisdiction to have violated any provision of any state or federal law governing the privacy and disclosure of personal information. This MOU may be terminated in the event any agreement/contract between the Requesting Party and any other state/state agency is terminated due to non-compliance with DPPA or data breaches, or any state laws designed to protect driver privacy. The Requesting Party will have 10 days from any action described above to provide mitigating information to the Providing Agency. If submitted timely, the Providing Agency will take the mitigation into account when determining whether termination of the MOU is warranted.

XI. Notices

Any notices required to be provided under this MOU shall be sent via Certified U.S. Mail and email to the following individuals:

For the Providing Agency:

Chief, Bureau of Records
2900 Apalachee Parkway
Tallahassee, Florida 32399
Tel: (850) 617-2702
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

For the Requesting Party:

Requesting Party's Business Point-of-Contact listed on the signature page.

XII. Additional Database Access/Subsequent MOU's

The Parties understand and acknowledge that this MOU entitles the Requesting Party to specific information included within the scope of this MOU. Should the Requesting Party wish to obtain access to other personal information not provided hereunder, the Requesting Party will be required to execute a subsequent MOU with the Providing Agency specific to the additional information requested. All MOU's granting access to personal information will contain the same clauses as are contained herein regarding audits, report submission, and the submission of Certification statements.

The Providing Agency is mindful of the costs that would be incurred if the Requesting Party was required to undergo multiple audits and to submit separate certifications, audits, and reports for each executed MOU. Accordingly, should the Requesting Party execute any subsequent MOU's with the Providing Agency for access to personal information while the instant MOU remains in effect, the Requesting Party may submit a written request, subject to Providing Agency approval, to submit one of each of the following covering all executed MOU's: Certification; Audit; and/or to have conducted one comprehensive audit addressing internal controls for all executed MOU's. The Providing Agency

shall have the sole discretion to approve or deny such request in whole or in part or to subsequently rescind an approved request based upon the Requesting Party's compliance with this MOU and/or any negative audit findings.

XIII. Public Records Requirements

The parties to this MOU recognize and acknowledge that any government entity having custody of records made or received in connection with the transaction of official business remains responsible for responding to public records requests for those records in accordance with applicable law (specifically, Rule 2.420, Florida Rules of Judicial Administration, or Chapter 119, Florida Statutes) and that public records that are exempt or confidential from public records disclosure requirements will not be disclosed except as authorized by law.

If the Requesting Party is a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, the Requesting Party agrees to comply with the following requirements of Florida's public records laws:

1. Keep and maintain public records required by the Providing Agency to perform the service.

2. Upon request from the Providing Agency's custodian of public records, provide the Providing Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Requesting Party does not transfer the records to the Providing Agency.

4. Upon termination or expiration of the MOU, the Requesting Party agrees they shall cease disclosure or distribution of all data provided by the Providing Agency. In addition, the Requesting Party agrees that all data provided by the Providing Agency remains subject to the provisions contained in DPPA and Sections 119.0712 and 501.171, Florida Statutes.

IF THE REQUESTING PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE REQUESTING PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFiling@flhsmv.gov, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, and STE. A432, TALLAHASSEE, FL 32399-0504.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the Parties hereto, have executed this MOU by their duly authorized officials on the date(s) indicated below.

REQUESTING PARTY:

Office of the State Courts Administrator
Requesting Party Name

500 South Duval Street
Street Address

Suite

Tallahassee, FL 32399
City State Zip Code

BY:

Elisabeth H. Kiel
Signature of Authorized Official

Elisabeth H. Kiel
Printed/Typed Name

State Courts Administrator
Title

4/8/2020
Date

kiell@flcourts.org
Official Requesting Party Email Address

850-922-5081
Phone Number

BUSINESS POINT-OF-CONTACT:

Susannah Davis
Printed/Typed Name

daviss@flcourts.org
Official Requesting Party Email Address

850-487-7979
Phone Number Fax Number

TECHNICAL POINT-OF-CONTACT:

Kimber Perkins
Printed/Typed Name

perkinsk@flcourts.org
Official Requesting Party Email Address

850-487-7066
Phone Number Fax Number

PROVIDING AGENCY:

Florida Department of Highway Safety and Motor Vehicles
Providing Agency Name

2900 Apalachee Parkway
Street Address

Suite

Tallahassee, Florida 32399
City State Zip Code

BY:

DocuSigned by:
Mark Hernandez
Signature of Authorized Official

Mark Hernandez
Printed/Typed Name

Bureau Chief, Purchasing & Contracts
Chief, Bureau of Purchasing and Contracts

4/24/2020
Date

Official Providing Agency Email Address

Phone Number

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ATTACHMENT I

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES Request For Exempt Personal Information In A Motor Vehicle/Driver License Record

The Driver's Privacy Protection Act, 18 United States Code sections 2721("DPPA") makes personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle or driver license record includes, but is not limited to, an individual's social security number, driver license or identification number, name, address and, medical or disability information. Personal information does not include information related to driving violations and driver status. Personal information from these records may only be released to individuals or organizations that qualify under one of the exemptions provided in DPPA, which are listed on the back of this form.

In lieu of completing this form, a request for information may be made in letter form (on company/agency letterhead, if appropriate) stating the type of information being requested, the DPPA exemption(s) under which the request is being made, a detailed description of the how the information will be used, and a statement that the information will not be used or redisclosed except as provided in DPPA. If the information is provided on letterhead it must include a statement that the information provided is true and correct, signed by the authorized official under penalty of perjury, and notarized.

I am a representative of an organization requesting personal information for one or more records as described below. I declare that my organization is qualified to obtain personal information under exemption number(s) 1 and 4, as listed on page 3 of this form.

I understand that I shall not use or redisclose this personal information except as provided in DPPA and that any use or redisclosure in violation of these statutes may subject me to criminal sanctions and civil liability.

Complete the following for each DPPA exemption being claimed. (attached additional page, if necessary):

DPPA Exemption Claimed:	Description of How Requesting Party Qualifies for Exemption:	Description of how Data will be used:
1	The Office of the State Courts Administrator (OSCA) serves as the administrative office of the Florida Supreme Court and is part of the Florida State Courts System. See Article V, Section(2)(a) of the Florida Constitution, and section 25.382, Florida Statues.	OSCA provides access to the DHSMV data via the Judicial Inquiry System (JIS) to courts, law enforcement, federal, state, and local government agencies in the performance of the administration of criminal justice.
4	The Office of the State Courts Administrator (OSCA) serves as the administrative office of the Florida Supreme Court and is part of the Florida State Courts System. See Article V, Section(2)(a) of the Florida Constitution, and section 25.382, Florida Statues.	OSCA provides access to the DHSMV data via the Judicial Inquiry System (JIS) to courts, law enforcement, federal, state, and local government agencies in the performance of the administration of criminal justice.

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Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request For Exempt Personal Information in A Motor Vehicle/Driver License Record and that the facts stated in it are true and correct.

Elisabeth H. Kiel
Signature of Authorized Official

State Courts Administrator
Title

Elisabeth H. Kiel
Printed Name

Office of the State Courts Administrator
Name of Agency/Entity

4/8/2020
Date

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Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721.

Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection (a)(2), may be disclosed as follows.

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.

2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.

3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only -
(a) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
(b) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.

4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.

5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.

6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.

7. For use in providing notice to the owners of towed or impounded vehicles.

8. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.

9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.

10. For use in connection with the operation of private toll transportation facilities.

11. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.

12. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.

13. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.

14. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

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External Information Security
Policy



Department of Highway Safety and Motor Vehicles

Prepared By:
Office of Enterprise Security Management

External Information Security Policy

- For Internal Use Only -
Exempt from Public Disclosure Pursuant to ss. 281.301 and 282.318, F.S.

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Revision History

Version	Author	Release Notes	Issue Date
1.2*	Joe Cipriani	Baseline document	9/30/2015
1.21	Tom Trunda	Add definitions and clarifications	03/17/2016
2.0	Scott Morgan and Carl Ford (HSMV) in conjunction with the Tax Collector InfoSec Coalition - Terry Skinner, Kirk Sexton, Dan Andrews and the Honorable Ken Burton Jr., Tax Collector, Manatee County	Revised to align with Department policies in congruence with requirements for External Entities. Added scope for further clarification and applicability. Revised to align with Rule 74-2, F.A.C., Information Technology Security	08/18/2017
2.0	Scott Morgan	Removed draft watermark, formatting check; added statutory reference for F.S., 282.318 in the footer, added effective issue date	12/7/2017

* Note: The document version coincides with the IT Security Policy Manual.

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External Information Security Policy

Scope:

This policy applies to all agents, vendors, contractors and consultants (External Entities) who use and/or have access to Department information resources. External Entities who use and/or have access to Department information resources shall adhere to the policies outlined herein. The authority for these policies derives from Florida Statutes 282.318, Security of Data and Information Technology Resources and Florida Administrative Code Chapter 74-2, Information Technology Security.

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#A-02: Data Security	Review Date: 08/18/17	Issue Date: 12/01/08	Revised Date: 08/18/17

#A-02: Data Security

1.0 Purpose
To ensure that data is protected in all forms, on all media, during all phases of its life cycle, from unauthorized or inappropriate access, use, modification, disclosure, or destruction. This includes any system or process which accesses the State of Florida telecommunications network, or Department information resources, and trusted partners including, but not limited to AAMVA, FDLE and CJIS networks and data.

2.0 Policy
Other than data defined as public**,** which may be accessible to public access inquiries (as well as authenticated users), all data and system resources are only accessible on a need-to-know basis to specifically identified, authenticated, and authorized entities.

3.0 Data Usage
All users who access Department data must do so only in conformance with this policy. Only uniquely identified, authenticated, and authorized users are allowed access to the Department data, excluding public access inquiries. Access control mechanisms must be utilized to ensure that users can access only that data to which they have been granted explicit access rights.

Information resources are strategic assets vital to the business performance of the Department. These strategic assets must be protected commensurate with their tangible value, legal and regulatory requirements, and their critical role in the Department's ability to conduct its mission. Ownership and management of these information resources reside with the Department, and not to any individual or group of individuals.

4.0 Data Storage or Transmission
All users who are responsible for the secure storage or transmission of the Department's data must do so only in conformance with this policy. Where confidentiality, privacy or sensitivity requires, stored or transmitted data must be secured via Department-approved encryption technology. This does not supersede provisions of the Public Records Act that states, "computer records are public records," but serves to protect data while stored.

5.0 Data Disposal
Access control mechanisms must be utilized to ensure that, during the disposal process, users can access only data to which they have been granted explicit access rights. External Entities shall follow an established process approved by the Department for the disposal of data to include the disposal of confidential data in accordance with The Florida Public Records Act and Federal Standards.

6.0 Management Responsibilities
Network operations and systems administration personnel shall ensure that adequate logs and audit trails are maintained. Logs and audit trails must at a minimum record access to data, records, and activation of industry recognized security mechanism for protection of confidential and sensitive data.

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7.0 Data Classification

The Department is responsible for classification of data. External Entities are required to abide by data classification requirements as outlined by the Department. Data classification shall be done in accordance with Federal Information Processing Standards (FIPS) Publication 199 and is necessary to enable the allocation of resources for the protection of data assets, as well as determining the potential loss or damage from the corruption, loss, or disclosure of data. To ensure the security and integrity of all data, any data asset is Public, Sensitive or Confidential and should be labeled accordingly.

All data falls into one of the following categories:

- Public:
  Information or data that is not classified as sensitive or confidential. Information that, if disclosed outside the State or agency, would not harm the State or Department, its employees, customers, or business partners. This data may be made generally available without specific data custodian approval.

- Sensitive**:**
  Information not approved for general circulation outside the State or Department where its loss would inconvenience the State/Department or management but disclosure is unlikely to result in financial loss or serious damage to credibility. Examples would include internal memos, minutes of meetings, and internal project reports. Security at this level is controlled but normal.

- Confidential**:**
  - Data that, by its nature, is exempt from disclosure under the requirements of Chapter 119, F.S.
  - Data whose loss, corruption, or unauthorized disclosure would be a violation of federal or State laws/regulations. Information of a proprietary nature. Procedures, operational work routines, project plans, designs, or specifications that define the way in which the organization operates.
  - Data whose loss, corruption, or unauthorized disclosure would tend to impair business functions or result in any business, financial, or legal loss.
  - Data that involves issues of personal credibility, reputation, or other issues of privacy.
  - Highly sensitive internal documents that could seriously damage the State or Department if such information were lost or made public. Information usually has very restricted distribution and must be protected at all times.

8.0 Web Services and Data Exchanges

The Department has created online web-based services and data exchanges which may be utilized by Tax Collectors and authorized Vendors who meet various technical standards, requirements, and statutory authority. The specific standards, requirements, and conditions for use of the aforementioned web services and data exchanges are outlined in the individual Memorandum of Understanding (MOU) for each service offered. The terms and conditions of the MOU shall govern the applicable use, timeframe, and requirements of each web service and data exchange.

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#A-04: Passwords	Review Date: 08/18/17	Issue Date: 12/01/08	Revised Date: 08/18/17

#A-04: Passwords

1.0 Purpose

To ensure the processes for password creation, distribution, changing, safeguarding, termination, and recovery adequately protect information resources.

2.0 Policy and Standards

Passwords are unique strings of characters that personnel or information resources provide in conjunction with a logon ID to gain access to an information resource. Passwords, which are the first line of defense for the protection of the Departments information resources, shall be treated as confidential information and must not be divulged.

1. All user accounts used to access the Department information resources shall have passwords of sufficient strength and complexity, and be implemented based on system requirements and constraints, and in accordance with the following rules to ensure strong passwords are established:
   - Shall be routinely changed at an interval not greater than 90 days.
   - Shall be different than the last 10 passwords.
   - Shall adhere to a minimum length of 8 characters.
   - Shall be a combination of alpha (upper and lower case), numeric, and special characters (unless a particular system does not allow, passwords shall consist of at least 3 of the above 4 categories).
   - Should not be anything that can be easily guessed or associated to the account owner such as: user name, social security number, nickname, relative's names, pet's names, birth date, sports team, etc.
   - Should not be dictionary words or acronyms.
   - Newly created or reset passwords must be randomly generated. Use of a default or standard new/reset password is prohibited.
2. Stored passwords shall be encrypted.
3. Passwords shall not be divulged to anyone. Passwords must be treated as confidential information and shall be safeguarded.
4. Passwords and user names shall not be shared with anyone to include co-workers or contractors. Passwords must be treated as confidential information. Credentials (UserID and passwords) are for exclusive use only by the user to which they are assigned.
5. All users are responsible for the work performed under their credentials (User Id and password). Allowing other users to use your computer while you are logged on is strictly prohibited. Approved exceptions are:
   - Initial System Configuration
   - System Support
   - Troubleshooting Activities

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6. If the security of a password is in doubt, the password must be changed immediately.
7. Administrators shall not circumvent this policy solely for ease of use.
8. Users shall not circumvent password entry with auto logon, application remembering, embedded scripts or hard-coded passwords in client software. Exceptions may be made for specific applications (like automated backup) with the approval of the Department's ISM. For an exception to be approved, there must be a procedure to change the password.
9. Computing devices shall not be left unattended without enabling a password-protected screensaver that is activated after 15 minutes of inactivity, or logging off the device.
10. User accounts must be locked after 5 unsuccessful login attempts.
11. Passwords must not be transmitted via e-mail or other forms of electronic communication.
12. Passwords must be encrypted during transmission and storage using appropriate encryption technology.
13. Passwords should not be written down and stored at your workstation in your office.
14. Passwords stored on physical media must be protected by an encryption technology outlined in Policy #B-01 Acceptable Encryption.
15. Initial use passwords that have been assigned must expire at the time of first use in a manner that requires the password owner to supply a new password, provided that this functionality is available within that particular product or facility.
16. For all password resets, the identity of the person requesting the password reset must be verified.

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#B-01: Acceptable Encryption	Review Date: 08/18/17	Issue Date: 12/01/08	Revised Date: 08/18/17

#B-01: Acceptable Encryption

1.0 Overview

To establish policy that directs the use of encryption to provide adequate protection of data where required. Additionally, this policy provides direction to ensure that Federal regulations are followed, and legal authority is obtained for the dissemination and use of encryption technologies outside of the United States.

2.0 Purpose

To ensure the confidentiality, integrity and availability of data is maintained for Department data and information resources.

3.0 Scope

In the event encryption is required for the transmittal of confidential information, the encryption methodology shall be coordinated with the Department's ISM for the management of secure escrow and storage of encryption keys.

4.0 Policy

Encryption is the primary means for providing confidentiality for information that can be stored or transmitted, either physically or logically. When possible, confidential information should not be transmitted via email. If confidential information must be sent via email, it shall be encrypted. Information resources that stores or transmits sensitive or confidential data must have the capability to encrypt information.

Proven, standard algorithms must be used as the basis for encryption technologies. Encryption key lengths must be at least 128 bits. The Department key length requirements will be reviewed periodically and upgraded as technology, legislation, or business needs requires.

The use of proprietary encryption algorithms is not allowed for any purpose, unless reviewed by and approved by the Department's ISM. It should be noted that the U.S. Government restricts the export of encryption technologies. Potential users of the Department information resources in countries outside the United States should make themselves aware of the encryption technology laws of those countries.

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#B-02: Access Control

1.0 Purpose

To protect the Department's information resources from threats of unauthorized access, disclosure, modifications, or destruction.

2.0 Policy

1. Each user accessing a Department information resource shall be assigned a unique personal identifier, commonly referred to as either a user account, Logon ID, user identification, or User ID. Exceptions: public systems where such access is authorized or for situations where risk analysis by the Department demonstrates such use to be applicable and appropriate. (Example: DL check on the DHSMV website)
2. Users shall not under any circumstances use another user's account logon or credentials.
3. User access rights shall be established based on approved written requests. The user identification shall be traceable to the user for the lifetime of the records or reports in which they appear.
4. A user's access shall be promptly disabled and/or removed from systems which access Department information resources, when access is no longer required. Examples include, but are not limited to, termination, transfer, or removal of the duties that require access. Notification of changes in the status of users with established Department credentials is the responsibility of the authorizing External Entity to report such changes to the Department.
5. Each user shall agree in writing to use the access only for the purpose intended.
6. An automatic workstation time-out shall occur no later than 15 minutes after inactivity. A password shall be required to unlock the user account. User accounts shall be locked after 5 unsuccessful attempts.
   Exception: In the interest of officer safety, devices that are part of a law enforcement vehicle or are used to conduct dispatch functions and are within a physically secure location are exempt from this requirement. However, these devices shall be logged off or locked if they are left unattended.
7. External Entities must monitor the access rights of those whom they have authorized.
8. Established controls must ensure that Department information resources are accessed only by users authorized to do so.
9. Access to accounts with elevated access rights shall follow the principle of least-privilege, and should be restricted to systems personnel only; usage of these accounts shall be logged and subject to audit.
10. Administrative access shall incorporate Separation of Duties to ensure no individual has the ability to control an entire process.
11. Access rights to Department information resources by systems personnel shall be based on specific job requirements. Responsibility for production processing must be separated from

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system development, testing and maintenance. Systems or development personnel should only access production data to resolve emergencies.

12. All development and testing shall be performed on test data and not utilize the Department's production data. Test systems shall be kept physically or logically separate from production systems. However, in some instances there is a need to access the Department's production data in a test environment, which requires an exception from the Department's CIO and ISM. The production environment shall not be adversely affected and data shall not be altered. Security controls that provide restricted access and auditing shall not be disabled or removed. Confidential or exempt data shall not be used in any test system.
13. The Department utilizes the principle of least privilege for access control to information resources. All External Entities shall be limited to the access required to do their assigned tasks.
14. Support personnel utilizing remote access to Department information resources for the purpose of providing technical support shall use RDP (Remote Desktop Protocol) or Windows Remote Assistance, or a remote access product approved by the Department's ISM. The following requirements must be met:
    - Remote connectivity must be done in a secure fashion.
    - Remote access must be granted by the end-user or system administrator before a remote session can be initiated.
    - Remote session must be monitored at all times for the duration of the session.
    - Remote session must be terminated immediately upon completion of authorized tasks.

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#B-03: Account Management for User Accounts

1.0 Purpose

To ensure that user accounts which access Department information resources are created, maintained, monitored, and removed in a manner that protects Department information resources and user access privileges.

2.0 Background

Computer user accounts are the means used to grant access to the Department's information resources. These accounts provide accountability, a key to the Department's computer security program for information resource usage. Creating, controlling, and monitoring all computer user accounts is extremely important for the Department's information resources.

3.0 Policy

1. All accounts created must have an associated request and approval that is appropriate for the Department's information resource or service.
2. External Entities must complete Information Security Training on the Department's PartnerNet Portal within 30 days of receiving their account or risk having access terminated.
3. All accounts must be uniquely identifiable using the assigned user name. User accounts and the associated passwords constitute a user's credentials and shall never be shared.
4. All default passwords for accounts must comply with password policy # A-04.
5. All accounts must have a password expiration that complies with password policy # A-04.
6. The appropriate system administrator or other designated staff should disable accounts of individuals on extended leave. Extended leave is defined as greater than 60 days.
7. External Entity user accounts established by the Department that have not been accessed within 30 days are subject to being disabled.
    a. External Entities' System Administrators are responsible for modifying the accounts of individuals that change duties or are separated from their relationship with the External Entity upon notification of change or separation.
    b. Must have a documented process to modify a user account to accommodate situations such as name changes, account changes, and permission changes.
    c. Must have a documented process for periodically reviewing existing accounts for validity.
    d. Department information resources utilized by External Entities are subject to independent audit review of user account management.
    e. Must provide a list of accounts for the systems they administer when requested by authorized Department management.
    f. Must cooperate with authorized Department management investigating security incidents.

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#B-06: Application Service Provider

1.0 Purpose

To define minimum security requirements for an Application Service Provider (ASP) to the Department. This policy applies to ASPs that are either being considered for use by the Department or its agent, or have already been selected for use.

2.0 Policy and Standards

1. General Security:

    a. The Department reserves the right to audit the infrastructure utilized by the ASP to ensure compliance with this policy. Non-intrusive network audits (basic port scans, etc.) may be performed.
    b. The ASP must provide a proposed architecture document that includes a full network diagram of the Department Application Environment (initially provided to ASP by the Department), illustrating the relationship between the Environment and any other relevant networks, with a full data flowchart that details where Department data resides, the applications that manipulate it, and the security thereof.
    c. The ASP must be able to immediately disable all or part of the functionality of the application should a security issue be identified.
    d. Exceptions to this policy require prior approval by the Department's ISM and CIO who will evaluate requests on a case-by-case basis.
    e. The ASP must certify compliance to these requirements in writing annually.
    f. The ASP must identify their ISM and provide the Department and authorizing External Entity with contact information.

Physical Security:

    a. The ASP's application infrastructure (hosts, network equipment, etc.) must be located in a physically secure facility and in a locked environment.
    b. The ASP must disclose who amongst their personnel will have access to the environment hosting the application for the authorizing External Entity.
    c. The Department requires that the ASP disclose their ASP background check procedures and results prior to the Department's ISM approval.

3. Network Security:

    a. The network hosting the application must be logically or physically separated from any other network or customer that the ASP may have. This means the authorizing External Entity's application environment must use logically or physically separated hosts and infrastructure.
    b. Data flow between the authorizing External Entity and the ASP:
        - If the Department or the authorizing External Entity will be connecting to the ASP via a private circuit, then that circuit must terminate on the authorizing External Entity's infrastructure, and the operation of that circuit will adhere to this policy.

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- If the data between the authorizing External Entity and the ASP traverses a public network such as the Internet, the ASP must deploy appropriate firewall technology, and the traffic between the authorizing External Entity and the ASP must be protected and authenticated by cryptographic technology.

4. Host Security:
   a. The ASP must disclose how and to what extent the hosts or servers (Unix, Windows, etc.) comprising its application infrastructure have been hardened against potential threats and attack vectors. The ASP shall provide any hardening documentation it has for the Department or authorizing External Entity's application infrastructure as well.
   b. The ASP must provide a methodology and plan for ensuring systems are patched or updated according to industry best practices and guidelines. Patches include, but are not limited to, host OS, web server, database, and any other system or application.
   c. The ASP must disclose its processes for monitoring the confidentiality, integrity and availability of those hosts.
   d. The ASP must provide to the Department information on its password policy for the application infrastructure, including minimum password length, password generation guidelines, and how often passwords are changed.
   e. The ASP must provide information on account creation, maintenance, and termination processes, for service, system, and user accounts. This should include information as to how an account is created, how account information is communicated to the user, and how accounts are terminated when no longer needed.
5. Web Security:
   a. The ASP will disclose the use of various web architecture and programming languages, including, but not limited to Java, JavaScript, ActiveX, PHP, Python, C, Perl, VBScript, etc.
   b. The ASP will describe the process for performing security quality assurance testing for the application. For example, testing of authentication, authorization, and accounting functions, or any other activity designed to validate the security architecture.
   c. The ASP will disclose the methodology utilized for web code reviews, including CGI, Java, etc., for the explicit purposes of finding and remediating security vulnerabilities, the authorizing party who performed the review, results of the review, and what remediation activity has taken place.
6. Encryption:
   a. The Department's application data in the custody of the authorizing External Entity must be stored and transmitted using acceptable encryption technology as outlined in Policy #B-01, Acceptable Encryption.
   b. Connections to the ASP utilizing the Internet must be protected using any of the following encryption technologies: IPsec, TLS, SSH/SCP, PGP, or any other encryption technologies approved by the Department's ISM.

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#B-10: Incident Handling (Security Incidents)

1.0 Purpose

To ensure that computer security incidents which impacts, or has the potential to impact the confidentiality, integrity, and availability of the Department's information resources are properly recorded, communicated and remediated. Security incidents include, but are not limited to: virus and malware detection, unauthorized use of computer accounts and computer systems, as well as complaints of improper use of information resources.

2.0 Policy

Information security incidents are events involving the Department's information resources, systems, or data, whether suspected or proven, deliberate or inadvertent, that threatens the confidentiality, integrity, and availability, of the Department's information resources. The reporting of incidents enables the Department to review the security controls and procedures; establish additional, appropriate corrective measures, if required, and reduce the likelihood of recurrence.

1. The Department's ISM is responsible for the coordination of any security incident that occurs.

2. Whenever a security incident, such as a virus, Denial of Service, worm, hoax email, discovery of hacking tools, altered data, etc. is suspected or confirmed that impacts or has the potential to impact the Department's information resources, the Department's ISM must be notified immediately and the appropriate incident management procedures must be followed.

   Reportable Incidents:
   Reportable incidents include, but are not limited to, the following:
   - Physical loss, theft, or destruction of the Department's information resources.
   - Unauthorized disclosure, modification, misuse, or disposal of sensitive, critical, or business-controlled information.
   - Suspected or known unauthorized internal or external access activity, including, but not limited to, sharing of user credentials and accounts must be reported immediately.
   - Unauthorized activity or transmissions using Department information resources.
   - Internal/external intrusions/interference with Department networks (denial of service attacks, unauthorized activity on restricted systems, unauthorized modification or deletion of files, or unauthorized attempts to control information resources.
   - Editing of files when no changes in them should have occurred.
   - Appearance / disappearance of files, or significant /unexpected changes in file size.
   - Systems that display strange messages or that mislabel files and directories.
   - Data that has been altered or destroyed or access that is denied outside of normal business procedures.
   - Detection of unauthorized personnel in controlled information security areas.
   - Lost security tokens, smart cards, identification badges, or other devices used for identification and authentication shall be reported immediately.
   - Fraud, embezzlement, and other illegal activities.
   - Violation of any portion of the External Information Security Policy.

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#B-20: Security Monitoring and Auditing	Review Date: 08/18/17	Issue Date: 12/01/08	Revised Date: 08/18/17

#B-20: Security Monitoring and Auditing

1.0 Purpose

To ensure that information resource security controls required to protect the Department's information resources are established, effective, and are not being bypassed. This policy defines the requirements and provides the authority for the Department's ISM, and Enterprise Security Management Team (ESM) to conduct audits and risk assessments to ensure integrity of information resources, to investigate incidents, to ensure conformance to security policies, or to monitor user/system activity where appropriate. This section applies to monitoring inbound and outbound traffic to/from External Entities, agents, and trusted partners' networks and environments. External Entities who access or utilize Department information resources are subject to independent audit review.

2.0 Background

Security monitoring allows the Department to detect and mitigate illicit or fraudulent activity as early as possible, therefore limiting the risk of exposure or compromise. Security monitoring can assist in identification and remediation of new security vulnerabilities or emerging threats. This early identification can assist in preventing, or limiting harm to Department information resources.

3.0 Policy

1. Security monitoring will be used as a method to confirm that security practices, controls, and policies are functional, adhered to, and are effective.

2. Monitoring consists of activities such as the periodic review of:
   a. Automated intrusion detection system logs
   b. Firewall logs
   c. User account logs
   d. Network scanning logs
   e. Application logs
   f. Data backup recovery logs
   g. Technical Assistance Center (TAC) logs

3. Audits may be conducted to:
   a. Ensure integrity, confidentiality and availability of the Department's information resources
   b. Investigate possible security incidents
   c. Ensure conformance to the Department's security policies
   d. Monitor user or system activity where appropriate

4. The Department shall use automated tools to provide real time notification of detected anomalies or vulnerability exploitation. These tools will be deployed to monitor network traffic and/or operating system security parameters.

5. The following files may be checked for signs of misuse, fraudulent activity, and vulnerability exploitation periodically, or as requested for investigative purposes:
   a. Automated intrusion detection system logs
   b. Firewall logs

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c. User account logs
d. Network scanning logs
e. System error logs
f. Application logs
g. Data backup and recovery logs
h. Telephone activity – Call Detail Reports

6. The following audit review may be performed periodically or upon request by assigned technical staff:
   a. Password strength
   b. Unauthorized network devices
   c. Unauthorized personal web servers
   d. Unsecured sharing of devices
   e. Unauthorized modem use
   f. Operating system and software licenses
   g. Unauthorized wireless access points

7. When requested, and for the purpose of performing an audit, any access needed will be provided to members of ESM as designated by the Department's ISM. This access may include:

   a. User level and/or system level access to any computing or communications device
   b. Access to information (electronic, hardcopy, etc.) that may be produced, transmitted or stored on the Department's information resources
   c. Access to work areas that access or process Department information resources
   d. Access to interactively monitor and log traffic on the Department's networks.

8. Any security issues discovered will be reported to the Department's ISM for follow-up review and possible improvement to security settings.

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#B-23: Network Interconnectivity	Review Date: 08/18/17	Issue Date: 12/01/08	Revised Date: 08/18/17

#B-23: Network Interconnectivity

1.0 Purpose

To ensure that interconnection of External Entities' networks to the Department's networks does not compromise the security of the Department's information resources.

2.0 Policy

1. Access to the Department's networks via External Entities' networks shall be protected via firewall or firewall features. No network connection between the Department's network and an external network shall be permitted without the use of firewall features to the appropriate degree based on level of risk, as determined by ISA, in conjunction with the Department's ISM.

2. Access to devices (servers) within the confines of the Department's core network from External Entities' networks shall be limited to the minimum manageable set of users/connections, as determined by ISA in conjunction with the Department's ISM, via firewall features.

3. All External Entities' network connections must meet the requirements of the Florida Information Resource Security Policies and Standards (Rule 74-2). Blanket access is prohibited and the principle of least privilege shall apply. Interconnectivity is limited to services, devices, and equipment needed.

   External Entity Agreements:

   a. All External Entities that desire to connect their networks to the Department's network for the purpose of retrieving Motor Vehicle and Driver License information must complete and submit to the Department the agreement(s) governing External Entity connections.
   b. In addition to the agreement, the External Entity shall be required to submit the Entity's name, address, phone number, fax number, email address, a technical contact's name, phone number, fax number and email address. The Department may request and obtain additional information from the External Entity.
   c. The Department's External Entity connection agreements shall determine the responsibilities of the External Entity, including approval authority levels and all terms and conditions of the agreement.
   d. All External Entities shall implement a binding Memorandum of Understanding, or where applicable, a Management Control Agreement (ex. Entity that manages CJIS data or systems) to ensure appropriate security controls are established and maintained by their trusted partner and agents.

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#B-24: Malware/Virus Protection	Review Date: 08/18/17	Issue Date: 12/01/08	Revised Date: 08/18/17

#B-24: Malware/Virus Protection

1.0 Purpose

To ensure the Department's information resources are protected from computer threats, including but not limited to viruses, worms, malware, and other threats of malicious software designed to compromise system confidentiality, integrity, and availability. As a part of the Department's information security program, information resources must receive adequate protection against viruses and malware. External Entities which access and or utilize the Department's information resources are required to adhere to this policy.

2.0 Policy

1. All computing devices (workstations, servers, laptops, tablets, etc.) whether connected to the Department's network or storing Department data, must utilize a Department approved virus protection system. The Department's ISM will maintain a list of approved protection vendors. Exceptions to this list will be considered for approval by the Department's ISM on a case-by-case basis.

2. The virus protection system must be enabled on workstations and servers at start-up, employ resident scanning, and never be disabled or bypassed for production usage. The settings for the virus protection system must not be altered in a manner that will reduce the effectiveness of the system.

3. External Entities which access and utilize the Department's information resources are required to update virus signature files immediately upon release.

4. The automatic update frequency of the virus protection system must not be altered to reduce the frequency of updates. Each computing device which accesses Department information resources must utilize a Department approved virus protection system and setup to detect and clean viruses that may infect file shares.

5. External Entities which access or utilize the Department's information resources shall ensure that email is scanned to ensure email and attachments are free from malware and viruses.

6. Each virus, malware, or system exploit that impacts, or potentially impacts the Department's information resources constitutes a security incident and must be reported to the Department's ISM as outlined in #B-10, Incident Handling. The computing device shall be removed from the network until it is verified as free of viruses and malware, and coordinated with the Department's ISM.

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Definitions	**Review Date: 08/18/17**	**Issue Date: 8/18/17**	**Revised Date: 08/18/17**

Term	Definition
Access	To approach, view, instruct, communicate with, store data in, retrieve data from, or otherwise make use of computers or information resources.
Air-Gap	An air gap is a network security measure, also known as air gapping, employed on one or more computers to ensure that a secure computer network is physically isolated from unsecured networks.
Agent	Entity operating on the Department's behalf, but who is not an official Department member.
Application Service Provider (ASP)	ASP's combine hosted software, hardware and networking technologies to offer a service-based application, as opposed to a Department -owned and operated application. In some cases, systems provided by ASP's reside and operate from within the Department's data center environment. Common ASP offerings include enterprise resource planning (ERP), collaboration and sales force automation tools, but are not limited to these things. For example: Cloud Provider or Software as a Service Provider.
Audit	To examine or verify appropriate use of computing devices and the interconnectivity with External Entities. A Security audit may include **an** independent formal review and examination of system records and activities to (a) determine the adequacy of system controls, (b) ensure compliance with established security policy and operational procedures, (c) detect breaches in security, and (d) recommend any indicated changes in any of the foregoing.
Authentication	The process that verifies the claimed identify or access eligibility of a station, originator, or individual as established by an identification process.
Authorization	A positive determination by the information resource owner or delegated custodian that a specific individual may access that information resource, or validation that a positively identified user has the need and the owner's permission to access the resource.
Business Function	The business need that a software application satisfies. Managed by an ASP that hosts an application on behalf of the Department.
Chief Information Officer (CIO)	Responsible for the management of the Department's information resources. The Director of Information Systems Administration serves as the Department's CIO.
Client	A system that requests and uses the service provided by a "server".
Computer security	Measures that implement and assure security in a computer system, particularly those that assure access control; usually understood to include functions, features and technical characteristics of computer hardware and software, especially operating systems.
CJIS	Criminal Justice Information Systems. For purposes of this policy, CJIS data and systems process, store, or transmit criminal justice information (CJI).
Computing Device	Workstations, servers, laptops, tablets, etc. either connected to the Department's network or which store or process the Department's data.
Confidential information	Information that is exempted from disclosure requirements under the provisions of applicable state or federal law, e.g., the Florida Public Records Act.
Credentials	The combination of User ID, or Logon ID and password constitute credentials assigned to an entity.
Custodian	Guardian or caretaker; the holder of data, the agent charged with implementing the controls specified by the owner. The custodian is responsible for the processing and storage of information. The custodian is normally a provider of services.
Data	A representation of facts or concepts in an organized manner that may be stored, communicated, interpreted, or processed by people or automated means.
Database	A set of related files that is created and managed by a database management system
Denial of service	The prevention of authorized access to a system resource or the delaying of system operations and functions.
Department	The Department of Highway Safety and Motor Vehicles.

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Term	Definition
E-mail or email	Abbreviation for electronic mail, which consists of messages sent over any electronic media by a communications application.
Encryption	Encryption is the conversion of data into a form, which cannot be easily understood by unauthorized people.
Extranet	Connections between third parties that require access to connections non-public DHSMV resources, as defined in the Network Support Organization's extranet policy.
External Entities	Agents, vendors, contractors and consultants who use and/or have access to Department information resources.
Firewall	A firewall is a safeguard or type of gateway that is used to control access to information resources. A firewall can control access between separate networks, between network segments, or between a single computer and a network. It can be a PIX, a router with access control lists or similar security devices approved by the Network Support Organization.
Host	A computer in a network that provides direct support functions, such as database access, application programs, and programming languages.
Incident (or breach)	An event that results in loss, unauthorized disclosure, unauthorized acquisition, unauthorized use, unauthorized modification, or unauthorized destruction of information resources whether accidental or deliberate.
Information Resources (IR)	For purposes of this policy, information resources are defined as Department owned assets (hardware, systems, software, and data) which are strategic assets vital to the business performance of the Department.
Information Security Manager (ISM)	The person designated to administer the Department's information resource security program in accordance with section 282.318(2)(a)1, Florida Statutes, and the Department's internal and external point of contact for all information security matters.
Information Systems Administration (ISA)	Entity responsible for computers, networking and data management.
Technical Assistance Center (TAC)	The ISA Section that receives requests for assistance from customers using Department computer equipment or network.
ISA	Information Systems Administration (within DHSMV).
IT (or IR)	Information Technology (or Information Resources). IT is a term that encompasses all forms of technology used to create, store, exchange, and use information in its various forms (business data, voice conversations, still images, motion pictures, multimedia presentations, and other forms, including those not yet conceived).
Local Area Network (LAN)	Two or more computers and associated devices that share a common communications line within a small geographic area (for example, within an office building), for the purposes of sharing applications, peripherals, data files, etc.
Members	Employees of DHSMV.
Network	A combination of data circuits and endpoints that are utilized to transmit and receive information.
Password	A protected word or string of characters which serves as authentication of a person's identity ("personal password"), or an account identity ("service or system account") which is used to grant or deny access to private or shared data.
Physical Security	The protection of building sites and equipment (and information and software contained therein) from theft, vandalism, natural and manmade disasters, and damages, whether accidental or intentional.
Production or Production System	A system used to process an organization's daily work. It implies a real-time operation and the most mission critical systems in the enterprise.
Proprietary Encryption	Encryption technology that has not been made public and/or has not withstood public scrutiny. The developer of the encryption technology could be a vendor, an individual, or the government.
Provider	Third party such as a contractor, vendor, or private organization providing products, services and/or support.

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Term	Definition
Remote Desktop Protocol (RDP)	Connection protocol that presents the screen of a remote computing device on a user's computer screen. The user's computer does not have physical access to the external network. The user will be able to use the remote computer as if they were sitting at it.
Risk analysis	A process that systematically identifies valuable system resources and threats to those resources, quantifies loss exposures (i.e., loss potential) based on estimated frequencies and costs of occurrence, and recommends how to allocate resources to countermeasures so as to minimize total exposure.
Security Monitoring	Security monitoring is a process that assists in proactive identification and remediation of security vulnerabilities and threats. This early identification can assist in preventing, or limiting harm to Department information resources.
Sensitive Information	Information that is confidential or exempt from disclosure by federal or state law; information that requires protection from unauthorized access by virtue of its legal exemption from the Public Records Act.
Server	A physical or virtual computer/device that provides information or services on a network.
State	The government of the State of Florida.
System Administrator	Person responsible for the effective operation and maintenance of IT, including implementation of standard procedures and controls.
Test System	A system that mimics the production environment for the testing of system and application changes yet does not interfere with the production environment.
User	An individual who accesses or utilizes the Department's information resources.
Virus	A computer virus is a type of malicious software program ("malware") that, when executed, replicates itself by modifying other computer programs and inserting its own code. Infected computer programs can include data files or the "boot" sector of the hard drive.
Wireless Access Point	A wireless receiver, typically 802.1x, which provides connectivity, commonly referred to as "Wi-Fi" from wireless network devices to a wired network.
Worm	A worm is a malicious program that can self-replicate and actively transmit itself over a network to infect other computers.

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FLHSMV
FLORIDA HIGHWAY SAFETY AND MOTOR VEHICLES

Terry L. Rhodes
Executive Director

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CERTIFICATION STATEMENT

Under penalty of perjury I have read the requirements contained in the Memorandum of Understanding, Florida Administrative Code, Rule Chapter 60GG-2 (Formerly 74-2, FAC), and the Department of Highway Safety and Motor Vehicles Vendor IT Security Policy and declare that the following is true:

The Requesting Party, Office of the State Courts Administrator hereby certifies that the Requesting Party has appropriate internal controls in place to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. This includes policies/procedures in place for both personnel to follow and data security procedures/policies to protect personal data. The data security procedures/policies have been approved by a Risk Management IT Security Professional.

Elisabeth H. Kiel
Signature

Elisabeth H. Kiel
Printed Name

State Courts Administrator
Title

4/8/2020
Date

Office of the State Courts Administrator
NAME OF AGENCY

(Rev. 11/2019)

JUDICIAL INQUIRY SYSTEM (JIS) INTER-AGENCY AGREEMENT

This Agreement between the Office of the State Courts Administrator (OSCA) and

Gadsden County Board of County Commissioners - County Probation

Agency Name

5A. E. Jefferson Street, Quincy, FL 32351

Agency Address

is for access to criminal history and other criminal justice-related information through the Judicial Inquiry System (JIS).

OSCA and the (Agency) agree as follows:

I. OSCA Obligations

A. OSCA, as administrator of the Judicial Inquiry System (JIS), will provide the Agency with access to data sources for official business purposes.

B. OSCA will provide access to the JIS at no cost to the Agency.

II. Agency Obligations

A. The Agency agrees to:

1. Abide by all applicable terms and conditions stated in the User Agreement between the following to the extent permitted by federal or state law:
   - Federal Bureau of Investigations (FBI) CJIS Security Policy
   - OSCA and Appriss Data User Agreement
   - OSCA and Department of Highway Safety and Motor Vehicle (DHSMV) Memorandum of Understanding
   - OSCA and Department of Juvenile Justice (DJJ) Memorandum of Understanding
   - OSCA and Florida Association of Court Clerks (FACC) Memorandum of Understanding
   - OSCA and Florida Department of Law Enforcement (FDLE) User Agreement
2. Access JIS for official business purposes only.
3. Abide by all applicable local, state, and federal laws, policies, procedures, and regulations relating to access to and use of criminal justice information to the extent permitted by federal or state law.
4. Establish internal policies and procedures to ensure that all users comply with agreements listed above.
5. Restrict use and dissemination of information obtained from JIS to performance of official business only in accordance with all applicable federal laws, state laws, court rules, and agreements listed above to the extent permitted by federal or state law.
6. Maintain any information obtained from JIS in a location that will prohibit unauthorized access and destroy records containing such information in compliance with all applicable federal laws, state laws, court rules, and agreements listed above to the extent permitted by federal or state law.

7. Allow only approved personnel to access JIS.

8. Identify an FCIC Agency Coordinator (FAC), if applicable, and a Point of Contact (POC) who will approve user access to JIS.

   The POC/FAC's responsibilities include, but not limited to, the following:

   - Review and approve requests for JIS access based on users' job responsibilities.
   - Notify JIS Administrators immediately to inactivate user access following separation from the Agency, user reassignment that no longer requires access, negligent, improper, or unauthorized use or dissemination of any information.
   - Provide JIS Administrators with updated JIS Inter-Agency Agreement within thirty (30) days of change to the agency head, POC, and/or FAC. New accounts will not be set up until an updated agreement is fully executed.
   - Complete audit requests initiated by OSCA JIS Administrators.
   - Ensure the Agency's JIS users comply with polices and requirements within this agreement.
   - Ensure the Agency's JIS users comply with internal agency policies, including auditing transaction, that apply to JIS usage.
   - Must authorize each user's access to data sources that require CJIS certification or security awareness training.

9. Take steps to prevent a security breach caused by access and use of the site under this Agreement. If the Agency believes that there has been a breach of security the POC or FAC shall immediately notify OSCA JIS Administrators.

10. Maintain security updates to computers or systems that access JIS. Take precautions against viruses, worms or any other cyber security threats that may impact JIS.

11. Ensure data extracted from JIS that is stored or transmitted that is of confidential, private, or sensitive nature shall meet the Federal Bureau of Investigations (FBI) CJIS Security Policy encryption requirements or data source encryption requirements.

12. Ensure that criminal justice information (CJI) is not transmitted to OSCA by any staff through any non-secure or unencrypted email system.

B. The Agency understands that violation of these terms and/or the below cited laws may result in immediate revocation of JIS access, possible civil and criminal prosecution, and/or further disciplinary procedures.

C. The Agency's failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of access. Access will remain revoked until the Agency complies with all rules and requirements.

D. Access and use of JIS is governed by all applicable federal law, including the Federal Drivers Privacy Protection Act, and state law including but not limited to, the confidentiality requirements contained in chapter 119, Florida Statutes, sections 119.10, 39.0132, 501.171, 815, 839.26, 943.053, 984.06, 985.04, and Rule 2.420, Florida Rules of General Practice and Judicial Administration to the extent not in conflict with federal or state law.

E. The Agency shall submit a DHSMV Annual Certification Statement to ensure proper and authorized use and dissemination of information. Failure to timely submit the certification statement may result in an immediate termination of this agreement.

III. Other Terms and Conditions

A. OSCA reserves the right to approve or deny all requests for access to JIS.

B. OSCA is not responsible for the content of any linked site or any updates to links provided on JIS. Links on JIS will enable the Agency to leave JIS and are provided as a convenience for the individual user. The inclusion of links does not imply any endorsement by OSCA.

C. Either party may terminate this agreement upon thirty (30) days written notice to the other party. OSCA may terminate this agreement without notice if the Agency fails to comply with the terms of this agreement.

D. This agreement constitutes the entire agreement of the parties and may not be modified without written agreement executed by both parties. Any amendments, alterations, variations, modifications, extensions, or waivers of provisions of this Agreement shall only be valid when they have been reduced to a written, duly approved, and signed by both parties.

E. This agreement is valid for three years after the initial date of OSCA execution. The OSCA may also renew this agreement for an additional period of time not to exceed three years.

F. The Agency and OSCA agree that this Agreement is subject to the provisions of section 768.28, Florida Statutes.

G. The Agency agrees to assure that records pertinent to this agreement are available at all reasonable times for inspection, review, or audit by federal, state, or other personnel duly authorized by the OSCA. The Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Supreme Court Office of the Inspector General pursuant to section 20.055, Florida Statutes, or the Auditor General of Florida.

JIS Point of Contact (POC) / FDLE FCIC Agency Coordinator (FAC) information

* A minimum of **two (2) and a maximum of six (6)** individuals should be authorized as Agency Contacts.
* FAC must be designated if agency accesses FCIC/NCIC data . May serve as a POC.

POC ☑ FAC/Alt FAC ☐

Name: Temeka L. Rollins

E-mail: trollins@gadsdencountyfl.gov Phone: (850) 875-8670

Signature: Temeka L Rollins Date: 4/3/2024

POC ☐ FAC/Alt FAC ☑

Name: Temeka L. Rollins

E-mail: trollins@gadsdencountyfl.gov Phone: (850) 875-8670

Signature: Temeka L Rollins Date: 4/3/2024

POC ☐ Name: Yurikadesha Moore

FAC/ Alt FAC ☑ E-mail: ymoore@gadsdencountyfl.gov Phone: (850) 662-3331

Signature: Yurikadesha Moore Date: 4/3/2024

POC ☐ Name:

FAC/ Alt FAC ☐ E-mail: Phone:

Signature: Date:

POC ☐ Name:

FAC/ Alt FAC ☐ E-mail: Phone:

Signature: Date:

POC ☐ Name:

FAC/ Alt FAC ☐ E-mail: Phone:

Signature: Date:

Agency Head Approval:

Agency Head Name	Ronterious Green	
Agency Head Title	Chairman	
Agency Head Signature		Date: 4/16/2024

OSCA Approval:

OSCA Address	500 South Duval Street, Tallahassee, Florida 32399-1900	
OSCA Official's Name	Roosevelt Sawyer, Jr.	
OSCA Official's Title	State Courts Technology Officer	
OSCA Official Signature		Date:

Board of County Commissioners
Agenda Request

Date of Meeting: November 19, 2024

Date Submitted: October 15, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Sonya Burns, SHIP/CDBG Housing Coordinator
Community Development Administration
Andy Easton, CDBG Grant Consultant, A&E Consultants

Subject: Approval of the Community Development Block Grant (CDBG) Lead Base Paint Inspection Agreement

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Statement of Issue:

This agenda item seeks the Board approval of Kamyrn Construction, Inc. as the Lead Base Paint Inspector(s) for the Community Development Block Grant (CDBG) Program.

Background:

The Department of commerce requires local governments to secure lead base paint inspectors per grant agreement. Gadsden County Community Development Administration desires to contract with a firm or individual to perform Lead Base Paint Inspections to existing structures throughout the County. Community Development Administration advertised in search of qualified entities for several months and selects Kamyrn Construction, Inc. to perform these services. Kamyrn Construction, Inc. has the qualification, experience, and resources to perform the services that are needed.

Analysis:

To continue providing safe, decent, sanitary housing for Gadsden County residents, the Community Development Administration is prepared to enter into a contractual agreement which outlines all the necessary technical services for the Gadsden County CDBG Program. If the Gadsden County BOCC and Community Development should successfully enter into an Agreement for the CDBG Program, the contractor will proceed and furnish the services of the attached Contract.

Fiscal Impact:

Inspector(s) will be compensated from grants received from Department of Commerce. (CDBG) Community Development Block Grant Program

Options:

1. Approve the selection of Kamryn Construction, Inc. as the CDBG Lead Base Paint Inspector(s) and execute the Lead Base Paint Agreement.
2. Do not approve.

3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachments:

- Lead Base Paint Information
- RFP 24-09
- Procurement Advertisement
- Procurement Report
- RFP 24-09 Response
- Kamryn Construction, Inc Agreement

This content is from the eCFR and is authoritative but unofficial.

Displaying title 24, up to date as of 11/08/2024. Title 24 was last amended 10/16/2024.

Title 24 —Housing and Urban Development
Subtitle A —Office of the Secretary, Department of Housing and Urban Development
Part 58 —Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities
Subpart D —Environmental Review Process: Documentation, Range of Activities, Project Aggregation and Classification

§ 58.35 Categorical exclusions.

CROSS REFERENCE

Link to an amendment published at 89 FR 20056, Mar. 20, 2024.

CROSS REFERENCE

This amendment was delayed until Dec. 31, 2024, at 89 FR 50523, June 14, 2024.

Categorical exclusion refers to a category of activities for which no environmental impact statement or environmental assessment and finding of no significant impact under NEPA is required, except in extraordinary circumstances (see § 58.2(a)(3)) in which a normally excluded activity may have a significant impact. Compliance with the other applicable Federal environmental laws and authorities listed in § 58.5 is required for any categorical exclusion listed in paragraph (a) of this section.

(a) ***Categorical exclusions subject to § 58.5.*** The following activities are categorically excluded under NEPA, but may be subject to review under authorities listed in § 58.5:

(1) Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent (e.g., replacement of water or sewer lines, reconstruction of curbs and sidewalks, repaving of streets).

(2) Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons.

(3) Rehabilitation of buildings and improvements when the following conditions are met:

(i) In the case of a building for residential use (with one to four units), the density is not increased beyond four units, and the land use is not changed;

(ii) In the case of multifamily residential buildings:

(A) Unit density is not changed more than 20 percent;

(B) The project does not involve changes in land use from residential to non-residential; and

(C) The estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation.

(iii) In the case of non-residential structures, including commercial, industrial, and public buildings:

(A) The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; and

(B) The activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.

(4)

(i) An individual action on up to four dwelling units where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between; or

(ii) An individual action on a project of five or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site.

(iii) Paragraphs (a)(4)(i) and (ii) of this section do not apply to rehabilitation of a building for residential use (with one to four units) (see paragraph (a)(3)(i) of this section).

(5) Acquisition (including leasing) or disposition of, or equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use.

(6) Combinations of the above activities.

(b) *Categorical exclusions not subject to § 58.5.* The Department has determined that the following categorically excluded activities would not alter any conditions that would require a review or compliance determination under the Federal laws and authorities cited in § 58.5. When the following kinds of activities are undertaken, the responsible entity does not have to publish a NOI/RROF or execute a certification and the recipient does not have to submit a RROF to HUD (or the State) except in the circumstances described in paragraph (c) of this section. Following the award of the assistance, no further approval from HUD or the State will be needed with respect to environmental requirements, except where paragraph (c) of this section applies. The recipient remains responsible for carrying out any applicable requirements under § 58.6.

(1) Tenant-based rental assistance;

(2) Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services;

(3) Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs;

(4) Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;

(5) Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and down payment assistance, interest buydowns, and similar activities that result in the transfer of title.

(6) Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.

(7) Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under § 58.47.

(c) *Circumstances requiring NEPA review.* If a responsible entity determines that an activity or project identified in paragraph (a) or (b) of this section, because of extraordinary circumstances and conditions at or affecting the location of the activity or project, may have a significant environmental effect, it shall comply with all the requirements of this part.

(d) The Environmental Review Record (ERR) must contain a well organized written record of the process and determinations made under this section.

[61 FR 19122, Apr. 30, 1996, as amended at 63 FR 15272, Mar. 30, 1998; 68 FR 56129, Sept. 29, 2003; 78 FR 68734, Nov. 15, 2013]

LEGAL ADVERTISEMENT

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

RFP 24-09 – Lead-Based Paint and Asbestos Inspection Services

ADVERTISMENT BEGIN DATE: Thursday, September 19, 2024
RELEASE DATE: Thursday, September 19, 2024
PROPOSALS DUE TO BOCC: Thursday, October 3, 2024 @ 3:00 PM EST

Sealed proposals will be received at the office of the Board of County Commissioners, Purchasing Office, 9-B East Jefferson Street, Quincy, FL 32351 until **Thursday, October 3, 2024 at 3:00 PM EST**. Proposals will be opened and read aloud on **Thursday, October 3, 2024, at 3:00 PM EST**. Proposals received after said time will be returned unopened.

The principal features of this procurement by the County are known as: **Lead-Based Paint and Asbestos Inspection Services.** The specifications of the procurement are stated in **RFP 24-09.**

The **RFP** and any addendum issued will be posted on the County's website at www.gadsdencountyfl.gov or can be obtained by contacting the County's Procurement Office at Procurement@gadsdencountyfl.gov.

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

The Gadsden County Board of County Commissioners reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder with all decisions being made based upon what Gadsden County believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. Gadsden County further reserves the right to increase or decrease quantities as may be required to meet the needs of Gadsden County, at the unit price which was bid.

- **Gadsden County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.**
- **Gadsden County is an Equal Opportunity Employer**
- **MBE/WBE businesses are encouraged to participate**
- **Gadsden County strictly enforces open and fair competition**

ADA - Special Accommodations: Any person requiring accommodation by the County due to a disability should call the Purchasing Office at (850) 875-7243 or at least five (5) business days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Gadsden COUNTY

RFP REPORT

RFP No. 24-09

RFP NAME

Lead-Based Paint and/or Asbestos Inspection Services

DATE: 10/14/2024

TIME: 12:00 PM

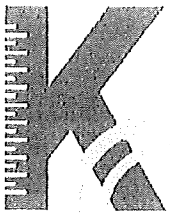
PRESENT: Pheshe Bennett – Budget Tech
Sonya Burns – Housing Program Coordinator
Michelle Thomas – Administrative Assistant

The following vendors responded to our solicitation for Lead-Based Paint and/or Asbestos Inspection Services.

Vendor	Bid Amount
Kamryn Construction, Inc.	See RFP Evaluation

The proposals will be reviewed and a recommendation for award will be made to the Board. The Board will award this to the company that best meets the requirements of the specifications in the bid.

The meeting adjourned at: 12:20 PM



CGC1514353

SUBMITTAL FORM 1 RFP 24-09 Lead-Based Paint or Radon Inspections Services

This submittal of Kamryn Construction LLC. ("Firm") organized and existing under the laws of the State of FL doing business as KAMRYN CONSTRUCTION LLC (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Gadsden County, ("County").

In compliance with the RFP 24-09, this Firm proposes to perform all work as detailed in this submittal.

By this Submittal, this Firm certifies, and in the case of a joint Submittal each party certifies as to its own organization, that this Submittal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

This Proposal is in response to the RFP 24-09 Lead-Based Paint or Radon Inspection Services is submitted by the below named firm/individual by the undersigned authorized representative.

KAMRYN CONSTRUCTION LLC
(Firm Name)

BY _____
(Authorized Representative)

F KEVIN BROWN
(Printed or Typed Name)
ADDRESS PO BOX 6641 TALLAHASSEE, FL 32314
TELEPHONE 850-294-9868
E-MAIL KBROWN@KAMRYNCONSTRUCTION.COM
FEID # 68-0658656

LISTING OF ANY CERTIFICATIONS OR LICENSEs CURRENTLY HELD:

NAME: CERTIFIED GENERAL CONTRACTOR NUMBER: CGC 1514353 STATE: FL

NAME: CERTIFIED LEAD PAINT RENOVATOR NUMBER: NAT-F270174 STATE: FL

Kamryn Construction LLC
Licensed General Contractors
CGC1514353

KAMRYN CONSTRUCTION LLC
Executive Summary

ABOUT US:
We are a Licensed General Contractor, Licensed Mold Assessor /Remediator, and a Certified Lead Paint Renovator. We specialize in residential and commercial renovations, and new home construction. We have been serving the Big Bend area to include Monticello, Tallahassee, Wakulla, Quincy, Midway, Havana and the surrounding areas for the last 17 years. We have performed over 200 residential rehabs in the Big Bend Area and have built more than 50 houses. During the course of many renovations, we encounter several residences that were built before 1978, in which we have encountered lead-based paint. During these projects we have identified lead paint through our testing equipment and procedures, and safely renovated these residences removing all lead-based paint. We are a Lead-Safe Certified Firm by Environment Protection Agency (EPA) as well as a preferred contractor for several local businesses resulting in multi-million-dollar projects.

OUR TEAM:
Kevin Brown – Owner/ General Contractor
Mr. Brown is a native of Miami, Florida. After graduating from high school in 1988, he went to the US Army for 2 years, receiving an honorable discharge in 1990. He then came to Tallahassee to attend college at Tallahassee Community College where he received an Associate in Arts degree. He continued his education at Florida State University and received his Bachelors of Science degree in Actuary Mathematics and also met his soon to be wife Karla. Upon graduation Mr. Brown spent the next 15 years in computer networking and IT security, while flipping houses as a side business. In 2007, Mr. Brown decided to get his general contractors license, and in 2011 he went fulltime as a General Contractor. Mr. Brown is also a licensed mold remediator and assessor, as well as a lead certified lead renovator. Mr. Brown has 2 children, a daughter Kamryn who is currently in the Masters Program for Architecture at Florida A & M University, and a son Kevin who is a current student at Tallahassee State College. Mr. Brown is also a recent Gadsden County resident residing in the beautiful Magnolia Forest Community in Quincy, FL.

Terry Ford – Foreman/Supervisor
Mr. Ford has been foreman for Kamryn Construction for the last 7 years. He is a Quincy, Florida native and has been very active in the community. He grew up in the construction business and started working as early as 14 years old cleaning construction sites and assisting the foreman with the construction crews. He has over 25 years of experience in construction, and has worked his way up from Laborer to Foreman. Since starting with Kamryn Construction, Mr. Ford has overseen over $4 million dollars in projects, ranging from full new home construction to full building renovations. Mr. Ford is also the father of 3 beautiful children who are the center of his world.

FORM 2 – QUALIFICATION APPLICATION AND QUESTIONNAIRE

All qualification packages must be submitted with the Proposal and included under Tab 1, to be considered. No exceptions.

PURPOSE: To provide Gadsden County with reasonable assurance that the Proposer has the financial assets, resources, work force and experience to successfully complete the work and fulfill an agreement with the County.

FIRM NAME: KAMRYN CONSTRUCTION LLC

BUSINESS ADDRESS: PO BOX 6641

CITY, STATE, ZIP: TALLAHASSEE, FL 32314

PHONE NUMBER WITH AREA CODE: 850-294-9868

EMAIL: KBROWN@KAMRYNCONSTRUCTION.COM

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

1. What is the Proposer's NESHAP license Number? NAT-F270174-1

2. How many years has the Proposer's (Developer) organization been in business? 17

3. Describe and provide contact information of current ***projects that you have underway***. Will you have a project(s) underway which might interfere with the start of the work and completion schedule? The proposer is not limited to three (3) projects, please add additional projects if more than three (3) projects.

Project 1:
Name of Project: Hartman Renovation

Owner: Koger Center Telephone Number: 850-508-5370

Address: 2012 Centerview Dr, Tallahassee, FL

Date Started: 9/1/2024 Date Completed: current Contract Value: $75,000

Team Members: Kamryn Construction, Cypress Electric

Project Description: Building renovation -replacing ceiling tile, paint, and replace lights throughout

Project 2:
Name of Project: Forrest Renovation

Owner: Koger Center Telephone Number: 850-508-5370

Address: 2028 Centerview Dr, Tallahassee, FL

Date Started: 9/15/2024 Date Completed: current Contract Value: $15,000

Team Members: Kamryn Construction LLC, Cypress Electric

Project Description: Office Renovation - Build walls and Paint

Project 3:
Name of Project: Long Pine Renovation

Owner: Leon County Telephone Number: 850-606-1900

Address: 470 Long Pine Dr, Tallahassee, FL

Date Started: 10/2/2024 Date Completed: current Contract Value: $13,410.00

Team Members: Kamryn Construction , Superior Mechanical

Project Description: Floor Repair Paint and HVAC replacement

4. List and provide a brief description of projects ***completed*** similar in type, size or larger, and nature as the one proposed in this RFQ. The proposer is not limited to three (3) projects, please add additional projects if more than three (3) projects.

Project 1
Name of Project: Amherst

Owner: Leon County Telephone Number: 850-606-1600

Address: 1501 Amherst Street, Tallahassee, FL

Date Started: 5/31/2024 Date Completed: 7/15/2024 Contract Value: 14,900

Team Members: Kamryn Construction, Superior Mechanical

Project Description: Interior Repairs, New HVAC System, Painting

Project 2
Name of Project: Jamieson

Owner: Pat Williams Telephone Number: 850-933-7871

Address: 1633 Jamieson Rd, Havana, FL

Date Started: 01/30/2024 Date Completed: 03/23/2024 Contract Value: 12,509

Team Members: Kamryn Construction

Project Description: Bathroom renovation, Tile, and Paint

Project 3
Name of Project: Williams

Owner: Derrick Williams Telephone Number: 850-508-5370

Address: 1635 Jamieson Road

Date Started: 03/22/2024 Date Completed: 03/27/2024 Contract Value: 10,000

Team Members: Kamryn Construction

Project Description: Exterior Paint of residence, Building of deck

5. List any ***additional references you would like to include outside of projects*** similar in scope to this project.

Project 1
Name of Project: n/a

Owner: _____ Telephone Number: _____

Address: _____

Project Description:

Project 2
Name of Project: n/a

Owner: _____ Telephone Number: _____

Address: _____

Project Description:

Project 3
Name of Project: n/a

Owner: _____ Telephone Number: _____

Address: _____

Project Description:

6. List the ***projects completed in Gadsden County***, Florida, if any, in the past five (5) years:

Project 1
Name of Project: Hardin

Owner: Barbara Green Telephone Number: 850-590-8613

Address: 1611 Hardin Street, Quincy, FL

Date Completed: 8/15/2024 Contract Value: $35,000

Project Description: Interior Renovation to include floor repairs and painting

Project 2
Name of Project: Adams St

Owner: Sharolyn Woods Telephone Number: 850-945-9350

Address: 938 S Adams St, Quincy, FL

Date Completed: 2/12/2024 Contract Value: $40,000

Project Description: Exterior Renovations - Roof, Windows, Siding, Interior painting

Project 3
Name of Project: Lowe St

Owner: Elore Bryant Telephone Number: 850-875-9782

Address: 223 N Lowe St, Quincy, FL

Date Completed: 01/02/2024 Contract Value: $40,000

Project Description: Interior Renovation- repaired floors, bathroom, kitchen and paint

7. Has the Proposer failed to complete any work awarded (contracted)? If yes, where and way?
   NO

8. List all past and current project conflicts, litigations, arbitrations, mediations, informal settlement discussions, or disputes involving the Proposer (Developer's Company) for the last three (3) years and outcome. Fully describe the circumstances (use additional sheets if necessary).
   NONE

9. State the true and exact, correct, and complete name under which the Proposer (Developer) does business:

PROPOSER IS:

SOLE PROPRIETORSHIP

NA (SEAL)
(Individual's Signature/Date)

(Individual's Name)

Florida Business License No. and Expiration Date: _____

Business Address: _____

Phone Number: _____ Email: _____

A PARTNERSHIP

NA (SEAL)

(Partnership's Name)

(General Partner's Signature/Date)

(General Partner's Name)

Florida Business License No. and Expiration Date:

Business Address:

Phone Number: Email:

A CORPORATION

KAMRYN CONSTRUCTION LLC (SEAL)

(Corporation Name)

FL

(State of Incorporation)

By: FKEVIN BROWN

(Name of Person Authorized to Sign)

PRESIDENT

(Title)

(Authorized Signature/Date)

Florida Business License No. and Expiration Date: L06000050989

Attest: 5/17/2006

(Secretary/Date)

Business Address: PO BOX 6641, TALLAHASSEE, FL 32314

Phone Number: 850-294-9868 Email: KBROWN@KAMRYNCONSTRUCTION.COM

10. LIST ALL PRINCIPALS OF ORGANZATION (President, Vice-President, Secretary-Treasurer, Partner, etc.)

F KEVIN BROWN

Signature of Person Submitting Application/Date

F KEVIN BROWN

Printed Name of Person Submitting Application

PRESIDENT

Title of Person Submitting Application

STATE OF Florida

COUNTY OF Lee

The following instrument was acknowledged before me the 3rd day of October, 2024, by Franklin Brown as owner, of Franklin Construction on
(Name) (Title) (Company)

Behalf of the company. He/she/they is personally known to me or as produced Florida DL
(DL or ID Number)

as identification.

(Signature of Notary)

Notary Public, State of Florida HH393735 05-02-2027

Josh Mclendon
(Name – Legibly Printed)

JOSH MCLENDON
Commission # HH 393735
Expires May 2, 2027

(AFFIX OFFIAL SEAL)

Commission Number; HH393735

My Commission Expires: 05/02/2027

DuPONT CONSTRUCTION, LLC

731 Sheline Dr., Havana, FL 32333

(850) 510-9353 (cell) / (850) 514-6846 (fax)

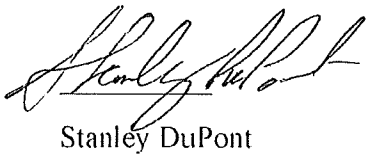
Certified General Contractor, License #CGC1518404

Letter of Recommendation

Dear Maam or Sir,

This letter is to recommend Kamryn Construction for any lead-based paint or renovation job. I purchased a house the was built in 1968, and hired Mr. Brown and Kamryn Construction to do the renovations. He informed me that due to the age of the house, he recommended that we test it for lead-based paint. Sure enough there was and they were able to remove it and finish the renovation. I was glad that this was done thanks to Kamryn Construction. They are a professional and trustworthy company. Thank you for your time.

Regards,



Stanley DuPont

CHATMAN INC

September 25, 2024

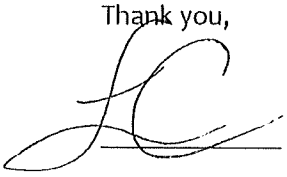
To; Kevin Brown, Kamryn Constrution LLC

RE: Lead-Based Paint Services Recommendation

Greetings,

Kamryn Construction has been a long-time contractor of mine. My primary business is buying and selling residential homes, ranging from being built in the 1940's to current. Here in South Florida, we deal with many older homes, so I rely on Kamryn Construction to test and remove all lead-based paint during the renovations. Kevin and his company never disappoint. They are both knowledgeable and conscious of all budgetary constraints and deadlines. I would highly recommend them for any project.

Thank you,



Laterrance Chatman, Chief Principal

Chatman Group| 1011 Tupelo Way, Weston, FL 33327

Koger Realty Group

c/o Derrick Williams

PO BOX 4616, Tallahassee, FL 32314

To Whom It May Concern,

It is my pleasure to recommend Mr Brown and Kamryn Construction for any project. He has been one of my most trusted contractors since 2010. The Koger center has seen many changes in the last few years, but Kamryn Construction has always remained our General Contractor. From renovating full buildings to removing mold and lead paint, Kamryn has been there and done a great job. Their professionalism is unmatched and they will definitely stand by their work. We appreciate all that they have done for us. Thank you

Sincerely,

Derrick Williams| General Manager

FORM 3: REFERENCES AND CONFLICTS

Proposer Name: KAMRYN CONSTRUCTION LLC

Proposers are required to submit with their proposals references and conflicts in accordance with the RFP, with which they have provided similar services as requested in this solicitation. Vendors shall use this form to provide the required reference information. The BOCC/COUNTY reserves the right to contact any and all references in the course of this RFP and make a responsibility determination, not subject to review or challenge.

REFERENCES

FORMER CLIENTS and Project Description	
Company Name:	KOGER OFFICE REALTY
Address:	2740 CENTERVIEW DR, TALLAHASSEE, FL
Contact Name:	DERRICK WILLIAMS
Alternate Contact Name:	
Phone:	850-508-5370
Email:	DWILLIAMS@KOGERTALLAHASSEE.COM
Description of Work:	INTERIOR RENOVATIONS
Service Dates:	2010 - CURRENT

Company Name:	CHATMAN INC
Address:	1011 TUPELO WAY, WESTON, FL
Contact Name:	LATERRANCE CHATMAN
Alternate Contact Name:	
Phone:	954-865-4111
Email:	LATERRACNE@GMAIL.COM
Description of Work:	REHAB AND PAINTING RESIDENTIAL DINGLE AND MULTI-FAMILY RESIDENCES
Service Dates:	2011-CURRENT

Company Name:	LEON COUNTY
Address:	615 PAUL RUSSELL ROAD, TALLAHASSEE, FL
Contact Name:	WAYNE SALLS
Alternate Contact Name:	
Phone:	850-606-1900
Email:	SALLSW@LEONCOUNTYFL.GOV
Description of Work:	REHAB AND PAINT RESIDENTIAL SINGLE FAMILY RESIDENCES
Service Dates:	20200 - CURRENT

Company Name:	FIRST COMMUNITY PB CHURCH
Address:	7049 SALEM RD
Contact Name:	ELDER BENJAMIN WILLIAMS
Alternate Contact Name:	
Phone:	850-627-3686

Email:	FCC_INFO@FCBC.ORG
Description of Work:	INTERIOR RENOVATION AND PAINTING
Service Dates:	1/2/2024 -3/2/2024

Company Name:	DUPONT CONSTRUCTION
Address:	731 SHELINE DR, HAVANA, FL
Contact Name:	STANLEY DUPONT
Alternate Contact Name:	
Phone:	850-510-9353
Email:	SDUPONT77@AOL.COM
Description of Work:	EXTERIOR PAINTING AND RENOVATION OF RESIDENCE
Service Dates:	04/18/2024 -5/20/2024

CONFLICTS, IF APPLICABLE

Company Name:	NA
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Company Name:	NA
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Company Name:	NA
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work/Conflict:	
Service Dates:	

Authorized Signature:
Name: F. Kevin Brown
Title: President

PROPOSED SCOPE OF WORK

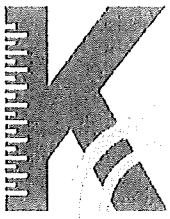
According the Environmental Protection Agency (EPA), any home build before 1978 is estimated to have some lead-based paint. That's about 30 million homes across the United States Our approach to testing needs to be both fast and thorough. For this reason, we take a 2-prong approach to testing. We will use both lead test kits, as well as chip sampling to send to a lab. Both tests fall under NESHAP guidelines and are sufficient to determine if lead-based paint is present.

Lead Test Kits

We will use the EPA recommended 3M LeadCheck test kits to determine if there is any immediate lead-based paint. It involves a swab solution that changes colors if the presence of lead is detected. While these tests are fast, they are not as reliable as other methods.

Paint Chip Sampling

We will use paint chip sampling as our second method for testing. Paint chip sampling involves removing paint chips from various surfaces and sending them to an accredited lab. We will use this method to verify our findings from the test kit. This method might take up to a week to get the results back, but it far more accurate than any other lead-based tests.



0901014353

COST PROPOSAL AND BREAKDOWN

TESTING - $825 PER RESIDENCE (5) - $4,125.00
LAB TESTING - $725 PER RESIDENCE – (5) – 3,625.00
MISC EXPENSES (TRAVEL, PRINTING, ETC) - $1,750.00

TOTAL COST PROPOSAL - $9,500.00

FULL PAYMENT N THE FORM OF A CHECK PAYABLE TO "KAMRYN CONSTRUCTION LLC IS THE PREFERRED PAYMENT METHOD

TIMELINE
Physical testing (Lead kits and Chip sampling) – 3 days
Lab testing – 2 weeks from receiving samples

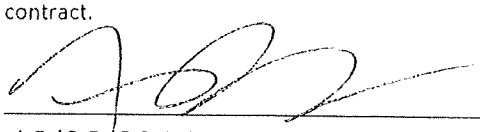
FORM 16: COST PROPOSAL

Proposer Name: KAMRYN CONSTRUCTION LLC

Proposers are required to submit with their Proposals a cost proposal with the RFP, with which they have provided similar services as requested in this solicitation. Vendors shall use this form to provide the required proposal cost to provide the legal services pursuant to the RFP.

1. Cost Proposal/Total Cost $9500

By signing below, I certify that these costs are accurate and are inclusive of all costs to provide said services pursuant to the RFP and shall be incorporated into the signed contract.

Signed: 

Date: 10/02/2024

Name: F KEVIN BROWN

Title: PRESIDENT

Firm: KAMRYN CONSTRUCTION LLC

Address: PO BOX 6641 TALLAHASSEE, FL 32314

RFP 24-09 Lead-Based Paint or Radon Inspection Services

FORMS

Form 4

INDEMNIFICATION AND HOLD HARMLESS

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

Signed: 

Name: F KEVIN BROWN

Title: PRESIDENT

Firm: KAMRYN CONSTRUCTION LLC

Address: PO BOX 6641, TALLAHASSEE, FL 32314

FORM 5

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

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

1. This sworn statement is submitted to Gadsden County Board of County Commissioners

By: F KEVIN BROWN PRESIDENT
[Print individual's name and title]

for KAMRYN CONSTRUCTION LLC
[Print name of entity submitting sworn statement]

Whose business address is: PO BOX 6641 TALLAHASSEE, FL 32314

and (if applicable) its Federal Employer Identification Number (FEIN) is. 68-0658656

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal orstate trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this 3rd day of, 2024

Personally known_____OR Produced identification X D.L.

(Type of identification)

_____
NOTARY PUBLIC

JOSH MCLENDON
Commission # HH 393736
Expires May 2, 2027

Notary Public - State of Florida

My commission expires: 5/2/27

_____Printed, typed, or stamped commissioned name of notary public

FORM 6
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Name: F KEVIN BROWN

Title: PRESIDENT

Firm: KAMRYN CONSTRUCTION LLC

Address: PO BOX 6641 TALLAHASSEE, FL 32314

FORM 7
DRUG FREE WORKPLACE CERTIFICATION

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

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

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

VENDOR KAMRYN CONSTRUCTION LLC TITLE PRESIDENT

AUTHORIZED SIGNATURE _____ DATE 10/02/2024

FORM 8
DISCLOSURE STATEMENT CONFLICT OF INTEREST DISCLOSURE

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

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Gadsden County:

_____ _____

_____ _____

Name of a State Officer or Employee that owns 5% or more in Respondent's firm:

_____ _____

_____ _____

_____
Name

N/A

_____
Company

_____
Date

FORM 9
NON-COLLUSION AFFIDAVIT

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

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Gadsden County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

KAMRYN CONSTRUCTION LLC
(Name of Corporation, Partnership, Individual, etc.)

a, LIMITED LIABILITY COMPANY (Type of Business) formed under the laws of FLORIDA (State or Province)

of which he is. PRESIDENT (Sole partner, president, etc.).

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Gadsden County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME — AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 3rd day of Oct 2024.

Personally Known _____ or Produced Identification X Drivers License

Type of Identification Drivers License

JOSH MCLENDON
Commission # HH 393735
Expires May 2, 2027

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

RFP 24-09 Lead-Based Paint or Radon Inspection Services
FORMS

FORM 10

ETHICS CLAUSE & CERTIFICATION REGARDING LOBBYNG FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signature

10/2/24
Date

F KEVIN BROWN
Name of Authorized Individual

10/02/2024
Name of Company/Organization

KAMRYN CONSTRUCTION LLC
Address of Company/Organization

PO BOX 6641, TALLAHASSEE, FL 32314

FORM 11
LIST OF PROPOSOSED CONTRACTORS AND SERVICES TO BE PERFORMED

Please identify any subcontractors that Proposer is currently working with or has worked with in the past.

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

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

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

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Signature

PRESIDENT

Title

KAMRYN CONSTRUCTION LLC

Contractor/Firm

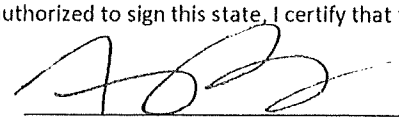
PO BOX 6641 TALLAHASSEE, FL 32314

Address

FORM 13
E-VERIFY COMPLIANCE CERTIFICATION

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

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

SIGNATURE: 

NAME: F KEVIN BROWN

TITLE: PRESIDENT

DATE: 10/02/2024

RFP 24-09 Lead-Based Paint or Radon Inspection Services
FORMS
FORM 14
INSURANCE CERTIFICATION
REQUIRED POLICY ENDORSEMENTS AND DOCUMENTATION

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

Deductibles and Self-Insured Retentions

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

Endorsements to insurance policies will be provided as follows:

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

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Gadsden County, Florida, its officers, employees, and volunteers)-

General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

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

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

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☒

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

Name F KEVIN BROWN
Typed or Printed

Signature 

Date 10/02/2024

Title PRESIDENT
(Company Risk Mgr. or Mgr. with Risk Authority)

FORM 15

Comments on Draft Contract

Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The County's acceptance of comments does not guarantee any revision to the contract documents. Describe any anticipated problems with the draft contract (Appendix B), and your proposed solutions. If no anticipated problems were found, indicate "None".

1. Contract provision and issue (include article, section and/or number and specific problem).

NONE

2. Objection by Proposer/Bidder

3. Suggested Resolution

Signature/Authorized Certifying Official

10/2/24
Date

F. Kevin Brown / President
Typed Name and Title

FORM 16: COST PROPOSAL

Proposer Name: KAMRYN CONSTRUCTION LLC

Proposers are required to submit with their Proposals a cost proposal with the RFP, with which they have provided similar services as requested in this solicitation. Vendors shall use this form to provide the required proposal cost to provide the legal services pursuant to the RFP.

1. Cost Proposal/Total Cost $9500

By signing below, I certify that these costs are accurate and are inclusive of all costs to provide said services pursuant to the RFP and shall be incorporated into the signed contract.

Signed: 

Date: 10/02/2024

Name: F KEVIN BROWN

Title: PRESIDENT

Firm: KAMRYN CONSTRUCTION LLC

Address: PO BOX 6641 TALLAHASSEE, FL 32314

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Producer DEF	
Affiliated Insurance Agencies Of Florida Inc. 2500-C Apalachee Pkwy Tallahassee FL 32301	PHONE (A/C, No, Ext): (850) 877-6660	FAX (A/C, No): (850) 656-8948
	E-MAIL ADDRESS: Lisa@affiliatedagencies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CLEAR BLUE INSURANCE CO. (FWC)	
INSURED Kamryn Construction, LLC PO Box 6641 Tallahassee FL 32314	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BGFL0029779300	01/25/2024	01/25/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Gadsden County Building Department
1-BE. Jefferson Street
Quincy FL 32353

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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United States Environmental Protection Agency

This is to certify that

LEAD-SAFE EPA CERTIFIED FIRM

Kamryn Construction LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires September 30, 2029

NAT-F270174-1
Certification #

September 16, 2024
Issued On

Marc Edmonds, Chief
Risk Assessment Management Branch 2.

AGREEMENT FOR LEAD-BASED PAINT INSPECTION AND CLEARANCE TESTING INSPECTOR SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT 2022 HOUSING REHABILITATION PROJECT

THIS AGREEMENT, effective as of the ___ day of _____, 20___ (the "Effective Date"), by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and KAMRYN CONSTRUCTION, INC. a Florida corporation authorized to transact business in Florida (the "Contractor").

WHEREAS, the County has been awarded a Small Cities Community Development Block Grant (CDBG) for Housing Rehabilitation for the Fiscal Year 2022 Funding Cycle to rehabilitation housing units in Gadsden County (the "Project"), and has entered into that Federally-Funded Subgrant Agreement – FFY 2022 Funding Cycle Housing Rehabilitation with the State of Florida Department of Commerce, under Contract Number 17DB-OI-02-30-01-H-2285 (the "Grant Agreement"); and

WHEREAS, the County has a need for Qualified Lead Based Paint Inspector Services associated with the Project pursuant to the Grant Agreement, including performing tests on pre-1978 single family dwelling units to identify all lead-based paint, including lead-based paint inspection reports, lead-based paint risk assessment reports, including control options and cost estimates, and performing clearance inspections after rehabilitation has been completed, including lead-based paint clearance reports, and the Contractor represents that it is fully qualified to perform such services and will furnish such services personally; and

WHEREAS, the services to be provided under this Agreement are necessary to achieve the purposes of the Project pursuant to the Grant Agreement, funded by Department of Commerce, under the provisions, and subject to the requirements of Title 1 of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the County is authorized under the terms of the Grant Agreement to contract for Qualified Lead Based Paint Inspector Services associated with the Project; and

WHEREAS, funds are designated in the Grant Agreement budget for the Project for payment for Qualified Lead Based Paint Inspector Services, subject to the terms and conditions of the Grant Agreement; and

WHEREAS, the County has determined that it would be in the best interests of the citizens of Gadsden County, Florida to contract for these services rather than hiring the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the most qualified contractor and lowest cost for these services, the County issued a solicitation for such services; and

WHEREAS, the Contractor submitted a response to the solicitation; and

WHEREAS, the County has determined that it is in the best interests of the citizens of Gadsden County, Florida to contract with the Contractor to provide such services.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants, promises, and obligations set forth herein, the receipt and sufficiency of which are conclusively acknowledged, the parties agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor agrees to provide the following services to the County: Qualified Lead Based Paint Inspector Services in connection with the Project pursuant to and in accordance with all CDBG Program requirements and the requirements set forth in the Grant Agreement, Gadsden County Request for Proposals No. 24-09 and Contractor's Proposal in response to Gadsden County Request for Proposals No. 24-09 attached hereto as Exhibits A, B, and C, and incorporated herein. In the event of any inconsistency, the Grant Agreement and CDBG Program Requirements shall control, followed by the body of this Agreement, RFP No. 24-09 and Contractor's Proposal in response to RFP No. 24-09. The Contractor is expressly bound by the terms of this Agreement, the Grant Agreement, and all applicable State and Federal laws, rules and regulations. The Qualified Lead Based Paint Inspector Services are generally set forth below for ease of reference. However, the Contractor shall be responsible for completion of all Qualified Lead Based Paint Inspector Services related to the Grant Agreement as set forth above.

Task 1 Paint Inspection – Single Family Residence
Task 2 Risk Assessments – Single Family Residence
Task 3 Clearance Testing – Single Family Residence

2. WORK; SUBJECT TO FUNDING

The payments under this Agreement are funded solely with the funds awarded to the County for the completion of the CDBG Project under the Grant Agreement. The performance of Gadsden County of any of its obligations under this Agreement shall be subject to and contingent upon the appropriation of funds for the completion of the CDBG Project under the Grant Agreement and the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the proposal requirements, and the County shall not be liable for any amounts which are not so available. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not available for lawful expenditure. The County's disbursement of funds which were not budgeted or otherwise available for lawful expenditure shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

3. TERM

The term of this Agreement shall be the term of the Grant Agreement unless earlier terminated in accordance with the terms of this Agreement or the Grant Agreement or extended by written amendment or supplemental agreement. All services shall be performed in accordance with the schedule set forth in and during the term of the Grant Agreement. No payment shall be made for any services which are not performed in accordance with the schedule set forth in and during the term of the Grant Agreement, unless an extension is granted by written amendment or supplemental agreement.

4. CONTRACT SUM/PAYMENT SCHEDULE

The Contractor agrees that it shall receive payment for services performed pursuant to and in accordance with the schedule set forth in the Grant Agreement upon satisfactory completion of the services, as determined by the County Administrator and confirmed by the CDBG Grant Administrator, as follows:

ITEM DESCRIPTION	UNIT PRICE PER INSPECTION
1. Each Lead Inspection as per HUD requirements:	$825.00 per residence (5) = 4,125.00
2. Each Risk Assessment (done at time of Lead Inspection) to include detailed correction requirements (control plan and lab cost included):	$725.00 per residence (5) = 3,625.00
3. Clearance Testing and Miscellaneous Expenses:	$1,750.00
TOTAL CONTRACT:	**$9,500.00**

The Contractor shall not be entitled to any payments scheduled to be made following notice of termination of the Agreement in accordance with the terms of this Agreement.

The Contractor acknowledges that payments under this Agreement are funded through the Grant Agreement with State and Federal funds, and that such funds must be appropriated and available and it must comply with and satisfy all terms of the Grant Agreement and all State and Federal laws, rules, regulations and requirements in order to be entitled to any payments hereunder.

5. PAYMENTS

The County will make such payments, subject to the terms and conditions set forth above, within thirty (30) days of submission and approval of an invoice for services.

6. STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or subcontractors under it be considered to be employees of Gadsden County. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Contractor and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the Contractor or any other person or entity.

This Agreement is solely for the benefit of the County and the Contractor, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.

7. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall be responsible for the cost of such insurance.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $500,000 combined single limit per accident for bodily injury and property damage (Non-owned, Hired Car).

3. Workers' Compensation and Employers' Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required. A valid Workers' Compensation Exemption Certificate is an acceptable alternative.

4. Professional Liability: All types necessary to protect the County from any professional liability arising under this agreement with a minimum $1,000,000 liability unit. The deductible shall not exceed $25,000 and if greater than $1,000 must be guaranteed by the Contractor for the difference between the deductible and $1,000. The professional liability insurance coverage for the services provided under this Agreement shall be maintained in force from the effective date of the contract through at least one year following the actual completion of the provision of any services under the terms of this Agreement.

   The Contractor shall provide evidence of the insurance and the evidence shall provide for thirty (30) days' notice in writing to the County prior to cancellation, expiration, or non-renewal.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

   a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

   b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

   c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

   d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

   Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. LICENSES; PERMITS

The Contractor shall be responsible for obtaining and maintaining its city or county occupational license and any licenses required pursuant to the laws of Gadsden County or the State of Florida or the United States of America. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

The Contractor shall be responsible for obtaining and maintaining all permits required pursuant to the laws of Gadsden County or the State of Florida or the United States of America.

9. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

10. INDEMNIFICATION; HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless Department of Commerce and the County, their officers, employees, attorneys, and agents from and against all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor in the performance of this Agreement, including but not limited to costs and reasonable attorneys' fees, whether or not there is litigation and including those incurred on appeal. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. Whether it elects to defend itself of allow the Contractor to provide the defense, the County shall have the right to select the counsel of its choice to provide the defense and the Contractor shall be responsible for all costs and reasonable attorneys' fees incurred in the defense, whether or not there is litigation and including those incurred on appeal. The indemnity obligations of the Contractor under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, Department of Commerce and the County do not intend and in no way waive any sovereign immunity rights that they possess.

11. AUDITS, RECORDS, AND RECORDS RETENTION

For the services performed under this Agreement, the Contractor shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature incurred by the Contractor in connection with the services performed under this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351, (850) 875-8601, clerkofcourt@gadsdenclerk.com.

The Contractor must comply with the public records laws, Chapter 119, F.S.; specifically the Contractor shall:

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

The County shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

12. MONITORING

Contractor agrees to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services which are relevant to this Agreement, and interview any clients and employees of the Contractor to assure the County of satisfactory performance of the terms and conditions of this Agreement. Following such evaluation, the County may deliver to the Contractor a written report of its findings which may include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The

Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

13. TERMINATION

Gadsden County may terminate this Agreement without cause by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor. In the event of a termination, the Contractor shall be entitled to compensation for services performed through and including the date of notice of termination. The Contractor shall not be entitled to compensation for services performed following notice of termination of the Agreement.

14. COMPLIANCE WITH LAWS

The Contractor shall comply with all local, state, and federal laws in the performance of this Agreement. The Contractor represents that it is fully aware of all applicable statutes, ordinances and regulations, rules, and obligations of the Contractor.

15. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. Any person must notify the Department of Management Services and the County within 30 days after conviction of a public entity crime applicable to that person or to an affiliate of that person. Contractor hereby certifies that it has not been placed on the convicted vendor list for a period of at least 36 months prior to submission of its response to the solicitation that resulted in this Agreement, and that it shall notify the Department of Management Services and the County within 30 days after conviction of a public entity crime applicable to Contractor or to an affiliate of Contractor.

16. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms,

conditions or acts; but the same shall be and remain at all times in full force and effect.

17. AMENDMENTS

In any case where, in fulfilling the requirements of this agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

18. VENUE

Venue for all actions arising under this Agreement shall lie in Gadsden County, Florida.

19. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

20. DISPUTES

Any and all disputes, including but not limited to those concerning billing and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.

21. SEVERABILITY

If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

22. EXECUTION

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.

23. EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor and all subcontractors, consultants, and subrecipients performing work or providing services pursuant to this Agreement and the Grant Agreement shall use the E-Verify system to verify the employment eligibility of all employees hired by the Contractor and all subcontractors, consultants, and subrecipients during the term of this Agreement.

24. SUBCONTRACTS

If the County authorizes, in the County's sole and absolute discretion, the Contractor to subcontract any of the services required under this Agreement, the Contractor shall include in the subcontract that the subcontractor is bound by all terms and conditions of this Agreement and the Grant Agreement. The Contractor shall also include in the subcontract an indemnification provision, in the form set forth in paragraph 10 of this Agreement, whereby the subcontractor indemnifies and holds harmless the County and Department of

Commerece.

25. NO CONFLICT OF INTEREST

No member of or Delegate to the Congress of the United States, or Resident Councilman, and no elected state official or employee shall share in any proceeds of this Contract, or in any benefit to arise from the same. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

26. ENVIRONMENTAL COMPLIANCE

If this contract exceeds $100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The Contractor shall include this clause in any subcontracts over $100,000.

27. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK – SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of, though not necessarily executed on, the Effective date.

Signed, sealed, and delivered in the presence of:

_____

(1st Witness Signature)

_____

(1st Witness – Printed Name)

_____

(2nd Witness Signature)

_____

(2nd Witness – Printed Name)

KAMRYN CONSTRUCTION INC., a Florida corporation authorized to transact business in Florida

_____

By: Kevin Brown

Its: Owner/Operator

STATE OF: Florida
COUNTY OF: Gadsden

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Kevin Brown, as Owner/Operator of Kamryn Construction, Inc., a Florida corporation authorized to transact business in Florida, on behalf of said company. Such person: ( ) is personally known to me; ( ) produced a current driver's license as identification; or ( ) produced _____ as identification.

_____

(Signature of Notary Public)

(Notarial Seal)

_____

(Typed or Printed Name of Notary Public)

ATTEST: GADSDEN COUNTY CLERK OF COURT ONLY

_____

NICHOLAS THOMAS, Clerk

GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida

_____

RONTERIOUS GREEN, Chairperson
Gadsden County Board of County Commissioners

APPROVED AS TO FORM FOR
RELIANCE BY GADSDEN COUNTY:

_____

THORNTON WILLIAMS, Attorney
Gadsden County

Board of County Commissioners
Agenda Request

Date of Meeting: November 19, 2024

Date Submitted: November 1, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Sonya D. Burns, SHIP Housing Coordinator

Subject: Approval of Signatures for Special Assessment Liens and Contracts - State Housing Initiative Partnership Program (SHIP)

Statement of Issue:

This agenda item seeks Board approval and signatures for the Special Assessment Lien and Rehabilitation Contract that was agreed upon by the Homeowner, Contractor, and Community Development Administration's SHIP Housing Programs.

Background:

To protect the interest of the County, the State requires that a lien and contract be placed on the homes that are going to be rehabilitated with SHIP/ER funds or assisted with the purchase of a home. The Special Assessment Lien was signed and needs to be recorded once the homeowners have been awarded the Deferred Payment Loan to rehabilitate their home. The loan is funded by the State Housing Initiative Partnership SHIP Program through the State of Florida and does not require repayment. Repayment of the loan, when required, is based upon the prorated principal balance for the term of the loan that has not expired. The Owners and the Gadsden County Community Development Administration's Housing Rehabilitation Program have agreed that the owners shall remain in the house a full five-year period at no annual rate of interest and once the five-year period is completed the lien would be forgiven and satisfied. The homeowners are required to pay fees to have the lien recorded at the Gadsden County Clerk or Court's office and the Gadsden County Community Development Administration office will furnish them a copy of the recorded document and keep the original for our files.

Analysis:

As agreed, upon by the Owner and the Gadsden County Community Development Administrations SHIP/ER Rehabilitation Programs the owner **(See Exhibit A)** shall remain in the house for a full

five-year, two-year, seven-year or ten-year period. After the lien has expired it will be forgiven and satisfied. The Rehab Contract is the agreement that has been made between the contractor and homeowner.

Fiscal Impact:

None.

Options:

1. Approve and sign the homeowner's lien and contract that are being or have been served by the SHIP housing programs and all related documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment(s):

1. Exhibit A
2. Lien (s)

Exhibit A
Homeowners List

1. Shynequika Turner - First Time Homebuyer (10 yr. Lien Agreement)
2. Sharkita Parks & Gabriel James - First Time Homebuyer (10 yr. Lien Agreement

GADSDEN COUNTY
SPECIAL ASSESSMENT LIEN
FOR FIRST TIME HOMEBUYERS

THIS AGREEMENT, MADE THIS 29TH of OCTOBER, 2024 by and between **SHYNEQUKIA TURNER** whose address is **462 SELMAN ROAD, QUINCY, FLORIDA 32351** hereinafter referred to as "Owner-Occupant" and Gadsden County Board of County Commissioners through its SHIP Housing Rehabilitation Program", hereinafter referred to as "**SHIP Program**", relates to the real property lying in Gadsden County, Florida described as follows:

Parcel Identification Number: 3-16-2N-3W-0000-00310-0700

LEGAL DESCRIPTON: See Attached Exhibit "A"

WHEREAS, the Owner-Occupant proposes to finance the cost of the down payment and closing costs on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the First-time Homebuyer Program. The Loan is funded through the State of Florida Housing Finance Agency; and

WHEREAS, the applicant for a Deferred Payment Loan must be the Owner-Occupant of the structure or must be the Purchaser-Occupant under a validly executed and binding land sales contract for the above described real property; and

WHEREAS, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the **SHIP** Program remains the Owner-Occupant in the ten (10) year period from the date hereof, the Deferred Payment Loan does not require repayment.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows:

1. The principal amount of the Deferred Payment Loan shall not exceed TEN THOUSAND NO HUNDRED NO DOLLARS & 00/100 ($10,000.00) and shall be based upon the final approved, construction contract price (less other funds supplied by the Owner Occupant, if any.)

2. The term of the Deferred Payment Loan for rehabilitating the above described shall be ten (10) years from the date hereof, at zero percent (0%) annual rate of interest.

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the ten (10) year term of the Loan. (Ten Percent (10%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full ten (10) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within ten (10) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with the provisions of Paragraph 6 as hereinafter set forth.

It is further provided that, upon the death of the Owner-Occupant, the ten (10) year term of this Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order to assume this Agreement,** the spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

6. Upon default, the special assessment levied hereby shall be payable in full to Gadsden County within thirty (30) days after such default occurs; provided, however, that the governing authority, the Gadsden Board of County Commissioners may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution with interest thereon not exceeding six (6%) per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of Gadsden County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of this Agreement. <u>This special assessment lien will not be subordinated to any other mortgage insured by HUD/FHA under Title II of the National Housing Act of 1934 or its successors, except the original. If default occurs prior to expiration of this lien all remaining funds of the DPL shall become due and payable, this includes refinancing.</u>

If said lien shall be in default for a period of thirty (30) days, the Gadsden County may enforce the same by a suit in equity according to the provisions of the Florida Statues or other applicable law, and the Owner shall be responsible for all cost incurred in such proceedings, including a reasonable attorney's fee.

7. Failure of the **(SHIP)** Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire ten (10) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

9. If at time it is determined by Gadsden County that the Owner-Occupant qualified for and received **SHIP** Program funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to Gadsden County by Owner-Occupant.

10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred Payment Loan and shall constitute a default pursuant to paragraph 6.

GADSDEN COUNTY
SPECIAL ASSESSMENT LIEN
FOR FIRST TIME HOMEBUYERS

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

Witness 98 East Jefferson St. Quincy

Witness 98 East Jefferson St. Quincy FL

Owner-Occupant, Shynequkia Turner

Owner-Occupant,

STATE OF FLORIDA
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this 29TH day of OCTOBER, 2024 personally appeared SHYNEQUKIA TURNER of 462 SELMAN ROAD, QUINCY, FLORIDA 32351 **who** acknowledged before me that he/she freely and voluntary executed this agreement for the purpose
therein expressed.

Signature of Notary Public-State of Florida

Print, Type or Stamp Name of Notary Public

SONYA DENISE BURNS NOTARY PUBLIC MY COMMISSION EXPIRES 5-20-2027 STATE OF FLORIDA COMMISSION NUMBER HH 35

[ ] Personally known to me, or
[x] Produced Identification: VALID FLORIDA DRIVERS LICENSE
Type of identification

This instrument prepared by: Sonya D. Burns, P. O. Box 1799, Quincy, FL 32353

Attest:

CLERK OF THE CIRCUIT COURT

GADSDEN BOARD OF COUNTY COMMISSIONER
By:

CHAIRMAN, BOARD OF COUNTY COMMISSION

EXHIBIT A

The Land referred to herein below is situated in the County of Gadsden, State of Florida, and is described as follows:

COMMENCE AT THE NORTHEAST CORNER OF E1/2 OF SW1/4 OF SECTION 16-2N-3W; S 89 DEGREES 18'43" WEST ALONG THE NORTHERLY BOUNDARY OF E1/2 OF SW1/4, A DISTANCE OF 100.13 FEET TO THE SOUTHERLY R/W OF A 60 FEET ROADWAY KNOWN AS SELMAN ROAD, LYING ON A CURVE CONCAVE TO THE NORTHERLY; THENCE ALONG R/W AND CURVE WITH A RADIUS OF 1185.92 FEET THROUGH A CENTRAL ANGLE OF 08 DEGREES 09'29" FOR AN ARC DISTANCE OF 168.86 FEET (CHORD OF ARC BEING S 75 DEGREES 47'09" W 168.71 FEET; THENCE ALONG R/W AND ALONG CURVE WITH A RADIUS OF 1185.92 FEET THROUGH A CENTRAL ANGLE OF 08 DEGREES 02'50" FOR AN ARC DISTANCE OF 166.56 FEET (CHORD OF ARC BEING S 83 DEGREES 47'31" WEST 166.43 FEET); CONTINUE ALONG R/W BOUNDARY AND CURVE WITH A RADIUS OF 1185.92 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 56'06" FOR AN ARC DISTANCE OF 19.35 FEET (CHORD OF SAID ARC BEING S 88 DEGREES 52'04" WEST 19.35 FEET); S 88 DEGREES 49'35" WEST 150.04 FEET; S 00 DEGREES 13'58" WEST 255.67 FEET TO BEGIN; S 00 DEGREES 13'58" W 257.30 FEET, N 89 DEGREES 58'37" EAST 169.30 FEET; N 00 DEGREES 14'02" EAST 257.30 FEET; S 89 DEGREES 58'37" WEST 169.30 FEET TO THE POB.

TOGETHER WITH A 20.00 FEET INGRESS, EGRESS, AND UTILITY EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 3 WEST, GADSDEN COUNTY, FLORIDA AND RUN THENCE SOUTH 89 DEGREES 18 MINUTES 43 SECONDS WEST ALONG THE NORTHERLY BOUNDARY OF SAID EAST HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 100.13 FEET TO AN IRON PIPE ON THE SOUTHERLY RIGHT OF WAY BOUNDARY OF A 60.00 FOOT ROADWAY KNOWN AS SELMAN ROAD, ALSO, SAID PIPE LYING ON A CURVE, CONCAVE TO THE NORTHERLY; THENCE ALONG SAID RIGHT OF WAY BOUNDARY AND SAID CURVE WITH A RADIUS OF 1185.92 FEET THROUGH A CENTRAL ANGLE OF 08 DEGREES 09 MINUTES 29 SECONDS FOR AN ARC DISTANCE OF 168.86 FEET (THE CHORD OF SAID ARC BEING SOUTH 75 DEGREES 47 MINUTES 09 SECONDS WEST 168.71 FEET) TO A CONCRETE MONUMENT, THENCE CONTINUE ALONG SAID RIGHT OF WAY BOUNDARY AND ALONG SAID CURVE WITH A RADIUS OF 1185.92 FEET THROUGH A CENTRAL ANGLE OF 08 DEGREES 02 MINUTES 50 SECONDS FOR A ARC DISTANCE OF 166.56 FEET (THE CHORD OF SAID ARC BEING SOUTH 83 DEGREES 47 MINUTES 31 SECONDS WEST 166.43 FEET), CONTINUE ALONG SAID RIGHT OF WAY BOUNDARY AND SAID CURVE WITH A RADIUS OF 1185.92 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 56 MINUTES 06 SECONDS FOR A ARC DISTANCE OF 19.35 FEET (THE CHORD OF SAID ARC BEING SOUTH 88 DEGREES 52 MINUTES 04 SECONDS WEST 19.35 FEET) TO AN IRON PIPE, FOUND; THENCE SOUTH 88 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID RIGHT OF WAY BOUNDARY A DISTANCE OF 130.03 FEET TO A POINT, MARKING THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING CONTINUE THENCE SOUTH 88 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID RIGHT OF WAY BOUNDARY A DISTANCE OF 20.01 FEET TO A ONE-INCH IRON PIPE, FOUND; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 58 SECONDS WEST 255.67 FEET TO A 5/8 INCH IRON BAR AND CAP # 6297, SET; THENCE RUN NORTH 89 DEGREES 58 MINUTES 37 SECONDS EAST 20.00 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 14 MINUTES 02 SECONDS EAST 256.07 FEET TO SAID POINT OF BEGINNING.

GADSDEN COUNTY
SPECIAL ASSESSMENT LIEN
FOR FIRST TIME HOMEBUYERS

THIS AGREEMENT, MADE THIS **1ST of NOVEMBER,** 2024 by and between **SHARKITA PARKS AND GABRIEL JAMES** whose address is **555 WILLIAMS ST, GRETNA, FLORIDA 32332** hereinafter referred to as "Owner-Occupant" and Gadsden County Board of County Commissioners through its SHIP Housing Rehabilitation Program", hereinafter referred to as "**SHIP Program**", relates to the real property lying in Gadsden County, Florida described as follows:

Parcel Identification Number: 3-05-2N-4W-1550-0000B-0010

LEGAL DESCRIPTON: LOT 1 AND 2, BLOCK" B", THE GARDENS, PHASE 1

WHEREAS, the Owner-Occupant proposes to finance the cost of the down payment and closing costs on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the First-time Homebuyer Program. The Loan is funded through the State of Florida Housing Finance Agency; and

WHEREAS, the applicant for a Deferred Payment Loan must be the Owner-Occupant of the structure or must be the Purchaser-Occupant under a validly executed and binding land sales contract for the above described real property; and

WHEREAS, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the **SHIP** Program remains the Owner-Occupant in the ten (10) year period from the date hereof, the Deferred Payment Loan does not require repayment.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows:

1. The principal amount of the Deferred Payment Loan shall not exceed **TEN THOUSAND NO HUNDRED NO DOLLARS & 00/100 ($10,000.00)** and shall be based upon the final approved, construction contract price (less other funds supplied by the Owner Occupant, if any.)

2. The term of the Deferred Payment Loan for rehabilitating the above described shall be ten (10) years from the date hereof, at zero percent (0%) annual rate of interest.

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the ten (10) year term of the Loan. (Ten Percent (10%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full ten (10) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within ten (10) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with the provisions of Paragraph 6 as hereinafter set forth.

It is further provided that, upon the death of the Owner-Occupant, the ten (10) year term of this Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order to assume this Agreement,** the spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

6. Upon default, the special assessment levied hereby shall be payable in full to Gadsden County within thirty (30) days after such default occurs; provided, however, that the governing authority, the Gadsden Board of County Commissioners may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution with interest thereon not exceeding six (6%) per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of Gadsden County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of this Agreement. **This special assessment lien will not be subordinated to any other mortgage insured by HUD/FHA under Title II of the National Housing Act of 1934 or its successors, except the original. If default occurs prior to expiration of this lien all remaining funds of the DPL shall become due and payable, this includes refinancing.**

If said lien shall be in default for a period of thirty (30) days, the Gadsden County may enforce the same by a suit in equity according to the provisions of the Florida Statues or other applicable law, and the Owner shall be responsible for all cost incurred in such proceedings, including a reasonable attorney's fee.

7. Failure of the **(SHIP)** Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire ten (10) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

9. If at time it is determined by Gadsden County that the Owner-Occupant qualified for and received **SHIP** Program funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to Gadsden County by Owner-Occupant.

10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred Payment Loan and shall constitute a default pursuant to paragraph 6.

GADSDEN COUNTY
SPECIAL ASSESSMENT LIEN
FOR FIRST TIME HOMEBUYERS

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

Witness Michelle Thomas-Lightfoot 9-B E Jefferson St. Quincy, FL 32351

Witness 9 B E Jefferson St. Quincy, FL 32351

Owner-Occupant, SHARKITA PARKS

Owner-Occupant, GABRIEL JAMES

STATE OF FLORIDA
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this 1ST day of NOVEMBER, 2024 personally appeared SHARKITA PARKS AND GABRIEL JAMES of 555 WILLIAMS ST., GRETNA, FLORIDA 32332 who acknowledged before me that he/she freely and voluntary executed this agreement for the purpose therein expressed.

Signature of Notary Public-State of Florida

MICHELLE T. LIGHTFOOT
Commission # HH 091051
Bonded Thru Troy Fain Insurance 800-385-7019

Print, Type or Stamp Name of Notary Public

[ ] Personally known to me, or
[x] Produced Identification: VALID FLORIDA DRIVERS LICENSE
Type of identification

This instrument prepared by: Sonya D. Burns, P. O. Box 1799, Quincy, FL 32353

Attest:

CLERK OF THE CIRCUIT COURT

GADSDEN BOARD OF COUNTY COMMISSIONER
By:

CHAIRMAN, BOARD OF COUNTY COMMISSION

Board of County Commissioners
Agenda Request

Date of Meeting: November 19, 2024

Date Submitted: November 5, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Dr. Lisa Burrough, Human Resource Director

Subject: Approval of 2025 Holiday Schedule

Statement of Issue:

This agenda item seeks Board approval of the 2025 Board of County Commissioners Holiday Schedule.

Background:

The annual 2025 Board of County Commissioners Holiday Schedule is provided to the Board, Constitutional Offices and Staff Members in order to assist them in planning their schedules for the upcoming calendar year. The holiday schedule lists Regular County observed holidays approved by the Board each calendar year.

Analysis:

The 2025 Holiday Schedule includes the same number of holidays as approved by Board of County Commissioners for 2024. The only change is the dates upon which the holidays will be observed.

Fiscal Impact:

None.

Options:

1. Approval of 2025 Board of County Commissioners Holiday Schedule.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachment:

1. 2025 Board Holiday Schedule

Gadsden County Board of County Commissioners
2025 Proposed Paid Holidays

New Year's Day
Wednesday, January 1, 2025

Martin Luther King Day
Monday, January 20, 2025

Good Friday
Friday, April 18, 2025

Memorial Day
Monday, May 26, 2025

Juneteenth
Thursday, June 19, 2025

Independence Day
Friday, July 4, 2025

Labor Day
Monday, September 1, 2025

Veteran's Day
Tuesday, November 11, 2025

Thanksgiving Day
Thursday, November 27, 2025

Day After Thanksgiving Day
Friday, November 28, 2025

Christmas Eve
Wednesday, December 24, 2025

Christmas Day
Thursday, December 25, 2025

New Year's Eve
Wednesday, December 31, 2025

Floating Holiday (Personal Holiday)
Employee's Discretion

2025

Gadsden County

Board of County Commissioners

Payroll Calendar

January

S	M	T	W	T	F	S
			1	2	3	4
	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Paid Holiday	
Jan 01	New Year's Day
Jan 20	M L King Day
Apr 18	Good Friday
May 26	Memorial Day
Jun 19	Juneteenth
Jul 04	Independence Day
Sep 01	Labor Day
Nov 11	Veterans Day
Nov 27	Thanksgiving Day
Nov 28	Day After Thanksgiving
Dec 24	Christmas Eve
Dec 25	Christmas Day
Dec 31	New Years' Eve
End of Pay Period	
Pay Day	

Board of County Commissioners
Agenda Request

Date of Meeting: November 19, 2024

Date Submitted: November 04, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Dr. Adriane Cooksey, MPH, Administrator; Florida Department of Health in Gadsden County

Subject: Approval of the Annual Contract Between the Gadsden County Board of County Commissioners and the Florida Department of Health for the Operations of the Gadsden County Health Department

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Statement of Issue:

Pursuant to Florida Statute Chapter 154, this item seeks Board approval of the annual contract between the Gadsden County Board of County Commissioners and the Florida Department of Health for the operation of the Gadsden County Health Department for the Contract Year 2024-2025.

Background:

Florida Statute Chapter 154 requires this contract be executed each fiscal year by October 1st. The Contract includes planned revenue, planned expenditures, special projects, and the projected reserve balance as required in Statute. Quarterly reports are submitted to the County monitoring any variances from the planned data.

Analysis:

The projected reserve balance is split as County or State revenue based on the contributions by each. The Gadsden County Health Department's projected operating budget for Fiscal Year 2024-2025 is $4,345,827.

Fiscal Impact:

$546,000 is budgeted for GCHD for the Fiscal Year 2024-2025.

Options:

1. Approval of annual contract between the Gadsden County Board of County Commissioners and the Florida Department of Health for the operations of the Gadsden County Health Department and authorize the Chairman to sign.

2. Do not approve.

3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachments:

- 2024-2025 Contract between Gadsden County Board of County Commissioners and the State of Florida Department of Health for the operation of the Gadsden County Health Department.

CONTRACT BETWEEN
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
GADSDEN COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2024-2025

This contract is made and entered into between the State of Florida, Department of Health ("State"), and the Gadsden County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2024. State and County are jointly referred to as the "parties".

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through the "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Gadsden County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract to ensure coordination between the State and the County in the operation of the CHD.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2024, through September 30, 2025, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated according to the termination provisions outlined in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as outlined in Part III of Attachment II hereof, to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment that may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state, and local funds and shall include

those services mandated on a state or federal level. Examples of environmental health services include but are not limited to, food hygiene, safe drinking water supply, sewage, and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services that protect the health of the general public through the detection, control, and eradication of diseases that are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control, and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include but are not limited to first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is outlined in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions, or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed $ 4,074,930 *(State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C)*. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash, or local contributions)* as provided in Attachment II, Part II is an amount not to exceed $ 661,984 *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment)*.

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either the current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase or decrease, the CHD will revise Attachment II and send a copy of the revised pages to the County and the State's Office of Budget and Revenue Management. If the County initiates the increase or decrease, the County shall notify the CHD in writing. The CHD will then revise Attachment II and send a copy of the revised pages to the State's Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Gadsden County
278 LaSalle Leffall Drive
Quincy, FL 32351

5. CHD DIRECTOR or ADMINISTRATOR. Both parties agree the director or administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the State's Deputy Secretary for County Health Systems. The director or administrator shall be selected by the State with the concurrence of the County. The director or administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long-Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as outlined in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide purchasing contract has been implemented for those goods or services. In such cases, the CHD director or administrator must sign a justification, therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD following the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records, and documents following the Generally Accepted Accounting Principles, as promulgated by the Governmental Accounting Standards Board, and the requirements of federal or state law. These records shall be maintained as

required by the State's Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which is subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records, and documents must be adequate to allow the CHD to comply with the following reporting requirements:

i. The revenue and expenditure requirements in the Florida Accounting Information Resource System; and

ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet; and

iii. Financial procedures specified in the State's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda; and

iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Gadsden County.

e. That any surplus or deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited or debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus or deficit funds accruing to the State and County is determined each month and at the contract year-end. Surplus funds may be applied toward the funding requirements of each party in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner that clearly illustrates the amount which has been credited to each party. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director or administrator determines that an emergency exists wherein a time delay would endanger the public's health and the State's Deputy Secretary for County Health Systems have approved the transfer. The State's Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record-keeping requirements.

h. At the request of either party, an audit may be conducted by an independent certified public accountant on the financial records of the CHD, and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133, as revised, and may be in conjunction with audits performed by the County government. If audit exceptions are found, then the director or administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for five years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until the resolution of the audit findings.

k. The CHD shall maintain the confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the State's Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice concerning client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification, or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and right to a fair hearing to the final governing authority of the CHD. Specific references to existing laws, rules, or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Compliance and Non-Discrimination Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report; and

ii. A written explanation to the County of service variances reflected in the year-end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service-specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the State's Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports are delayed due to circumstances beyond the CHD's control:

i. March 1, 2025, for the reporting period of October 1, 2024, through December 31, 2023; and

ii. June 1, 2025, for the reporting period of October 1, 2024, through March 31, 2024; and

iii. September 1, 2025, for the reporting period of October 1, 2024 through June 30, 2024; and

iv. December 1, 2025, for the reporting period of October 1, 2024 through September 30, 2025.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

d. CHD assumes the responsibilities of cost for insurance of all County owned vehicles utilized by the CHD.

e. CHD assumes the responsibilities of cost for maintenance and mechanical repairs of all County owned vehicles utilized by the CHD. The CHD will reimburse the County for fuel costs based on the signed fuel contract.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than 180 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than 24 hours' notice.

c. Termination for Breach. This contract may be terminated by either party for a material breach of an obligation hereunder, upon no less than 30 days' notice. Waiver of a breach of any provisions 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.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance, or payment hereunder, extends beyond the fiscal year beginning July 1, 2024, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, under section 287.0582, Florida Statutes.

b. Contract Managers. The name and addresses of the contract managers for the parties under this contract are as follows:

For the State:	For the County:
Robert Kilts Name	**Edward Dixon** Name
Contract Manager Title	County Manager Title
P.O. Box 1000	P.O. Box 1799
Quincy, Florida 32351 Address	Quincy, Florida 32351 Address
Robert.kilts@flhealth.gov Email Address	edixon@gadsdencountyfl.gov Email Address
850-743-6075 ext. 6075 Telephone	850 875-8656 Telephone

If different contract managers are designated after the execution of this contract, the name, address, email address, and telephone number of the new representative shall be furnished in writing to the other parties and attached to the originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

d. Notices. Any notices provided under this contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section 9.b., above.

In WITNESS THEREOF, the parties hereto have caused this 8-page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October 2023.

BOARD OF COUNTY COMMISSIONERS FOR GADSDEN COUNTY	**STATE OF FLORIDA DEPARTMENT OF HEALTH**
SIGNED BY: _____	**SIGNED BY:** _____
NAME: _____	**NAME:** Joseph A. Ladapo, M.D., Ph.D.
TITLE: _____	**TITLE:** State Surgeon General
DATE: _____	**DATE:** _____
ATTESTED TO:	
SIGNED BY: _____	**SIGNED BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** CHD Director or Administrator
DATE: _____	**DATE:** _____

ATTACHMENT I

GADSDEN COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	Service	Requirement
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Periodic financial and programmatic reports as specified by the program office.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

		levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140. Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9.	School Health Services	Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10.	Tuberculosis	Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11.	General Communicable Disease Control	Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
12.	Refugee Health Program	Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

GADSDEN COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

		Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1.	CHD Trust Fund Ending Balance 09/30/24	406857	222481	629338
2.	Drawdown for Contract Year October 1, 2024 to September 30, 2025	-227551	675793	448242
3.	Special Capital Project use for Contract Year October 1, 2024 to September 30, 2025	0	0	0
4.	Balance Reserved for Contingency Fund October 1, 2024 to September 30, 2025	179306	898274	1077580

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

GADSDEN COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2024 to September 30, 2025

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	CHD - TB COMMUNITY PROGRAM	21,893	0	21,893	0	21,893
015040	FAMILY PLANNING GENERAL REVENUE	63,024	0	63,024	0	63,024
015040	PRIMARY CARE PROGRAM	178,228	0	178,228	0	178,228
015040	RACIAL & ETHNIC DISPARITIES - CHD EXPENSES	52,000	0	52,000	0	52,000
015040	SCHOOL HEALTH SERVICES	107,445	0	107,445	0	107,445
015040	SWIMMING LESSONS VOUCHER PROGRAM	4,400	0	4,400	0	4,400
015050	CHD GENERAL REVENUE NON-CATEGORICAL	1,293,990	0	1,293,990	0	1,293,990
GENERAL REVENUE TOTAL		1,720,980	0	1,720,980	0	1,720,980
2. NON GENERAL REVENUE - STATE						
015010	ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	969	0	969	0	969
015010	TOBACCO STATE AND COMMUNITY INTERVENTIONS	250	0	250	0	250
015010	TOBACCO STATE AND COMMUNITY INTERVENTIONS	118,818	0	118,818	0	118,818
015010	CESSATION TREATMENT AND COUNSELING	47,850	0	47,850	0	47,850
NON GENERAL REVENUE TOTAL		167,887	0	167,887	0	167,887
3. FEDERAL FUNDS - STATE						
007000	AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	15,277	0	15,277	0	15,277
007000	STATEWIDE ASTHMA PROGRAM	11,437	0	11,437	0	11,437
007000	BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT	47,375	0	47,375	0	47,375
007000	WIC BREASTFEEDING PEER COUNSELING PROG	56,596	0	56,596	0	56,596
007000	COMPREHENSIVE COMMUNITY CARDIO - PHBG	105,401	0	105,401	0	105,401
007000	STRATEG APPR TO HLTH EQ FOR POPULA WITH DIABETES	31,590	0	31,590	0	31,590
007000	FAMILY PLANNING TITLE X - GRANT	53,948	0	53,948	0	53,948
007000	HEALTH DISPARITIES GRANT COVID-19	4,658	0	4,658	0	4,658
007000	PUBLIC HLTH INFRASTRUCTURE & WORKFORCE/CENTRAL 1	227,376	0	227,376	0	227,376
007000	THE NATIONAL CARDIOVASCULAR HEALTH PROGRAM	9,427	0	9,427	0	9,427
007000	IMMUNIZATION & VACCINES CHILDREN COVID 19 RESPON	273,363	0	273,363	0	273,363
007000	INFANT MORTALITY	12,487	0	12,487	0	12,487
007000	IMMUNIZATION ACTION PLAN	12,322	0	12,322	0	12,322
007000	MCH SPECIAL PRJCT UNPLANNED PREGNANCY	223	0	223	0	223
007000	MATERNAL MORTALITY	12,995	0	12,995	0	12,995
007000	BASE COMMUNITY PREPAREDNESS CAPABILITY	94,267	0	94,267	0	94,267
007000	AIDS PREVENTION	71,147	0	71,147	0	71,147
007000	IMPROVING STD PROGRAMS	51,624	0	51,624	0	51,624
007000	WIC PROGRAM ADMINISTRATION	386,266	0	386,266	0	386,266
015075	SCHOOL HEALTH SERVICES	258,846	0	258,846	0	258,846
FEDERAL FUNDS TOTAL		1,736,625	0	1,736,625	0	1,736,625
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	CHD STATEWIDE ENVIRONMENTAL FEES	21,726	0	21,726	0	21,726
001092	ON SITE SEWAGE DISPOSAL PERMIT FEES	20,000	0	20,000	0	20,000
001092	CHD STATEWIDE ENVIRONMENTAL FEES	226	0	226	0	226
001206	ON SITE SEWAGE DISPOSAL PERMIT FEES	500	0	500	0	500

ATTACHMENT II

GADSDEN COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2024 to September 30, 2025

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001206	SANITATION CERTIFICATES (FOOD INSPECTION)	1,215	0	1,215	0	1,215
001206	SEPTIC TANK RESEARCH SURCHARGE	205	0	205	0	205
001206	PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	175	0	175	0	175
001206	DRINKING WATER PROGRAM OPERATIONS	250	0	250	0	250
001206	REGULATION OF BODY PIERCING SALONS	12	0	12	0	12
001206	TANNING FACILITIES	15	0	15	0	15
001206	ONSITE SEWAGE TRAINING CENTER	105	0	105	0	105
001206	TATTO PROGRAM ENVIRONMENTAL HEALTH	12	0	12	0	12
001206	MOBILE HOME & RV PARK FEES	450	0	450	0	450
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL		44,891	0	44,891	0	44,891
5. OTHER CASH CONTRIBUTIONS - STATE:						
031005	MIGRANT LABOR HOUSING INSPECTION H-2A PROGRAM	1,146	0	1,146	0	1,146
031005	SCHOOL HEALTH SERVICES	175,800	0	175,800	0	175,800
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	227,551	0	227,551	0	227,551
OTHER CASH CONTRIBUTION TOTAL		404,497	0	404,497	0	404,497
6. MEDICAID - STATE/COUNTY:						
001057	CHD CLINIC FEES	0	32,200	32,200	0	32,200
001148	CHD CLINIC FEES	0	29,100	29,100	0	29,100
MEDICAID TOTAL		0	61,300	61,300	0	61,300
7. ALLOCABLE REVENUE - STATE:						
018000	CHD CLINIC FEES	50	0	50	0	50
ALLOCABLE REVENUE TOTAL		50	0	50	0	50
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE						
	ADAP	0	0	0	58,222	58,222
	PHARMACY DRUG PROGRAM	0	0	0	5,924	5,924
	WIC PROGRAM	0	0	0	1,406,782	1,406,782
	BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	4,948	4,948
	IMMUNIZATIONS	0	0	0	106,127	106,127
OTHER STATE CONTRIBUTIONS TOTAL		0	0	0	1,582,003	1,582,003
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT						
008020	CHD LOCAL REVENUE & EXPENDITURES	0	661,984	661,984	0	661,984
DIRECT COUNTY CONTRIBUTIONS TOTAL		0	661,984	661,984	0	661,984
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY						
001077	CHD CLINIC FEES	0	63,500	63,500	0	63,500
001094	CHD LOCAL ENVIRONMENTAL FEES	0	12,700	12,700	0	12,700
001110	VITAL STATISTICS CERTIFIED RECORDS	0	60,000	60,000	0	60,000
FEES AUTHORIZED BY COUNTY TOTAL		0	136,200	136,200	0	136,200
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
001054	CHD CLINIC FEES	0	1,052	1,052	0	1,052

ATTACHMENT II

GADSDEN COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2024 to September 30, 2025

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
008050	SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	125,125	125,125	0	125,125
010300	MIGRANT LABOR HOUSING INSPECTION H-2A PROGRAM	0	600	600	0	600
011001	HEALTHY START MEDIPASS WAIVER - COALITION TO CHD	0	3,640	3,640	0	3,640
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-675,793	-675,793	0	-675,793
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL		0	-545,376	-545,376	0	-545,376
12. ALLOCABLE REVENUE - COUNTY						
018000	CHD CLINIC FEES	0	50	50	0	50
COUNTY ALLOCABLE REVENUE TOTAL		0	50	50	0	50
13. BUILDINGS - COUNTY						
	ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
	OTHER (Specify)	0	0	0	0	0
	UTILITIES	0	0	0	0	0
	BUILDING MAINTENANCE	0	0	0	0	0
	GROUNDS MAINTENANCE	0	0	0	0	0
	INSURANCE	0	0	0	0	0
	OTHER (Specify)	0	0	0	0	0
	OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL		0	0	0	0	0
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY						
	EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
	VEHICLE INSURANCE	0	0	0	0	0
	VEHICLE MAINTENANCE	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
	OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL		0	0	0	0	0
GRAND TOTAL CHD PROGRAM		4,074,930	314,158	4,389,088	1,582,003	5,971,091

ATTACHMENT II

GADSDEN COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2024 to September 30, 2025

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st (Whole dollars only)	2nd	3rd	4th	State	County	Grand Total
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	3.71	426	517	98,922	84,795	98,922	86,197	352,077	16,759	368,836
SEXUALLY TRANS. DIS. (102)	4.53	320	399	107,021	91,738	107,021	93,256	368,985	30,051	399,036
HIV/AIDS PREVENTION (03A1)	1.16	0	0	31,645	27,126	31,645	27,576	117,360	632	117,992
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.00	0	0	0	0	0	0	0	0	0
ADAP (03A4)	0.15	0	0	3,709	3,180	3,709	3,233	13,764	67	13,831
TUBERCULOSIS (104)	0.40	8	12	10,580	9,069	10,580	9,220	33,232	6,217	39,449
COMM. DIS. SURV. (106)	0.03	0	0	1,310	1,123	1,310	1,141	4,884	0	4,884
HEPATITIS (109)	0.00	0	0	0	0	0	0	0	0	0
PREPAREDNESS AND RESPONSE (116)	1.16	0	0	28,948	24,814	28,948	25,225	107,935	0	107,935
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL RECORDS (180)	0.86	2,187	5,533	17,862	15,311	17,862	15,565	6,600	60,000	66,600
COMMUNICABLE DISEASE SUBTOTAL	12.00	2,941	6,461	299,997	257,156	299,997	261,413	1,004,837	113,726	1,118,563
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	5.52	0	0	169,910	145,646	169,910	148,052	633,518	0	633,518
WIC (21W1)	6.73	1,612	20,543	132,721	113,768	132,721	115,648	494,858	0	494,858
TOBACCO USE INTERVENTION (212)	0.27	0	0	18,190	15,593	18,190	15,851	67,824	0	67,824
WIC BREASTFEEDING PEER COUNSELING (21W2)	1.42	0	1,578	20,982	17,986	20,982	18,282	78,232	0	78,232
FAMILY PLANNING (223)	3.21	468	1,017	85,600	73,376	85,600	74,587	271,832	47,331	319,163
IMPROVED PREGNANCY OUTCOME (225)	0.73	3	3	14,033	12,029	14,033	12,228	51,928	395	52,323
HEALTHY START PRENATAL (227)	0.00	0	0	0	0	0	0	0	0	0
COMPREHENSIVE CHILD HEALTH (229)	1.17	400	404	28,330	24,284	28,330	24,685	95,997	9,632	105,629
HEALTHY START CHILD (231)	0.10	275	1,607	2,129	1,825	2,129	1,854	4,577	3,360	7,937
SCHOOL HEALTH (234)	7.14	0	25,208	162,989	139,714	162,989	142,024	493,749	113,967	607,716
COMPREHENSIVE ADULT HEALTH (237)	3.53	95	165	75,731	64,917	75,731	65,990	267,566	14,803	282,369
COMMUNITY HEALTH DEVELOPMENT (238)	3.09	0	5	109,642	93,985	109,642	95,538	408,807	0	408,807
DENTAL HEALTH (240)	0.00	0	0	134	115	134	117	500	0	500
PRIMARY CARE SUBTOTAL	32.91	2,853	50,530	820,391	703,238	820,391	714,856	2,869,388	189,488	3,058,876
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.41	197	41	7,429	6,368	7,429	6,475	26,501	1,200	27,701
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	0.33	42	48	5,741	4,921	5,741	5,004	14,763	6,644	21,407
Group Total	0.74	239	89	13,170	11,289	13,170	11,479	41,264	7,844	49,108
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.00	0	0	12	10	12	11	45	0	45
FOOD HYGIENE (348)	0.79	56	157	15,178	13,011	15,178	13,225	55,992	600	56,592

ATTACHMENT II

GADSDEN COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing. Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2024 to September 30, 2025

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st (Whole dollars only)	2nd	3rd	4th	State	County	Grand Total
BODY PIERCING FACILITIES SERVICES (349)	0.00	0	0	0	0	0	0	0	0	0
GROUP CARE FACILITY (351)	0.62	74	142	10,128	8,681	10,128	8,825	37,262	500	37,762
MIGRANT LABOR CAMP (352)	0.06	4	18	1,320	1,132	1,320	1,151	4,323	600	4,923
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.27	86	191	5,296	4,540	5,296	4,616	18,348	1,400	19,748
POOLS/BATHING PLACES (360)	0.19	26	74	4,036	3,459	4,036	3,516	15,047	0	15,047
BIOMEDICAL WASTE SERVICES (364)	0.27	50	64	5,325	4,565	5,325	4,640	19,855	0	19,855
TANNING FACILITY SERVICES (369)	0.00	0	0	44	38	44	38	164	0	164
Group Total	2.20	296	646	41,339	35,436	41,339	36,022	151,036	3,100	154,136
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.00	0	0	0	0	0	0	0	0	0
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	1,180	1,012	1,180	1,028	4,400	0	4,400
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	90	77	90	79	336	0	336
RABIES SURVEILLANCE (366)	0.01	0	2	196	168	196	170	730	0	730
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.01	0	2	1,466	1,257	1,466	1,277	5,466	0	5,466
ENVIRONMENTAL HEALTH SUBTOTAL	2.95	535	737	55,975	47,982	55,975	48,778	197,766	10,944	208,710
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	788	676	788	687	2,939	0	2,939
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	788	676	788	687	2,939	0	2,939
TOTAL CONTRACT	47.86	6,329	57,728	1,177,151	1,009,052	1,177,151	1,025,734	4,074,930	314,158	4,389,088

Attachment IV

Fiscal Year - 2024 - 2025

Gadsden County Health Department

Facilities Utilized by the County Health Department

Complete Location (Street Address, City, Zip)	Facility Description And Offical Building Name (if applicable) (Admin, Clinic, Envn Hlth, etc.)	Lease/ Agreement Number	Type of Agreement (Private Lease thru State or County, other - please define)	Complete Legal Name of Owner	SQ Feet	Employee Count (FTE/OPS/ Contract)
278 LaSalle Leffall Drive Quincy 32351	Gadsden County Health Department Main Site	020-9001	Core Contract	Board of County Commissioners	21,000	56
27001 Blue Star Highway Midway 32343	Gadsden County High School Clinic	020-9009	Core Contract	Gadsden County School Board	1000	2

Facility *- a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilites. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.*

ATTACHMENT V
GADSDEN COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

CONTRACT YEAR	STATE	COUNTY	TOTAL
2023-2024*	$ 0	$ 0	$ 0
2024-2025**	$ 0	$ 300000	$ 300000
2025-2026***	$ 0	$ 0	$ 0
2026-2027***	$ 0	$ 0	$ 0
PROJECT TOTAL	$ 0	$ 300000	$ 300000

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: 82320100

PROJECT NAME: GADSDEN CHD-INTERIOR RENOVATIONS

LOCATION/ADDRESS: 278 LASALLE LEFALL DR., QUINCY, FL 32351

PROJECT TYPE:

	NEW BUILDING	____ ROOFING	____
X	RENOVATION	____ PLANNING STUDY	____
	NEW ADDITION	____ OTHER	____

SQUARE FOOTAGE: 600

PROJECT SUMMARY:

The Gadsden County Health Department is requesting a minor renovation within the clerical unit and lobby area of the health department. The clerical unit occupies approximately 500-600 sq. ft of the health department and has not been updated since the early 80's. The GCHD wishes to update the space to ensure the check-in process for clinical and vital statistics is confidential and ADA compliant. The counter space is not customer or staff friendly as the countertop and keyhole are elevated approximately one- two feet higher than the clerical personnel and one-two feet lower for customers visiting the health department. This dissimilarity causes customers to look down at staff and staff to look up at customers. Communication is a constant struggle between the two and privacy is almost non-existent based on the current open concept. The renovation will also require modifications to the current flooring and seating for the expansion of current lobby space.

START DATE *(Initial expenditure of funds)* : 7012023

COMPLETION DATE: 6302025

DESIGN FEES: $ 0

CONSTRUCTION COSTS: $ 0

FURNITURE/EQUIPMENT: $ 0

TOTAL PROJECT COST: $ 300000

COST PER SQ FOOT: $ 500

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

COUNTY HEALTH DEPARTMENT

2024 - 2025 CORE CONTRACT REVIEW CHECK LIST

COUNTY:

	Check when Complete	Instructions
1.		Three original contracts submitted.
2.		Changes to contract approved by Deputy General Counsel. **Yes:** Proceed with review. **No:** Return to CHD.
3.		Contract Document, Page 1 County name entered in various required fields.
4.		Contract Document, Page 2 In section 4.a.i., amount equals or less than the Schedule C total for General Revenue, Other State Funds and Federal Funds.
5.		Contract Document, Page 2 In section 4.a.ii., amount equals the Board of County Commissioners Annual Appropriated Amount (Attachment II, Part II, Section 9).
6.		Contract Document, Page 3 In section 4.e., county name and address is entered.
7.		Contract Document, Page 4 In section 6.d., county name is entered.
8.		Contract Document, Page 7 In section 9.b., State and County contract manager information is entered in the respective fields.
9.		Contract Document, Page 8 Number of contract document pages is entered and correct.
10.		Contract Document, Page 8 County name for the BOCC is entered.
11.		Contract Document, Page 8 Required signatures from Board of County Commissioners, the Witness ("Attested To"), and the CHD Director/Administrator in the respective fields. **Exception: If the board of County Commissioners requires DOH to sign first.**
12.		Attachment II, Part I: Section 1. - CHD Trust Fund Ending Balance 9/30/24 Total is within 10% of the FIRS Spending Plan projected cash balance for September of the corresponding year.
13.		Attachment II, Part I: Section 2. - Draw down for Contract Year amount recorded in the Estimated State share column equals the amount indicated on the Attachment II, Part II, Draw down from Public Health Unit line.
14.		Attachment II, Part I: Section 2. - Draw down for Contract Year amount recorded in the Estimated County share column equals the amount indicated on the Attachment II, Part II, Draw down from Public Health Unit line.
15.		Attachment II, Part I: Balances and totals were calculated correctly.
16.	24.81%	Attachment II, Part I: Section 4. - Cash-to budget percentage is within the CHD's minimum and maximum reserve requirement. Divide the 9/30/25 total cash balance by the total planned expenditures. _____%
17.		Attachment II, Part II: County in-kind contributions are included.
18.		Attachment IV: Verify that the facility information looks correct.
19.		Attachment V: Verify that the special project information is entered correctly.
20.		Complete the CHD Core Contract Review form using Attachments II, Part II & Part III and the Schedule C.

	A	B	C	D	E	F
1	GADSDEN CHD EH FEES	Fee	Late Fee	County Fee	Food Plan Review	Proposed Recommended fees
2	BIOMEDICAL WASTE - 64					
3	Biomedical Waste Permit	$85.00	$25.00			
4	GROUP CARE 51					
5	Group Care (except public schools)			$50.00	per hour $40.00	increase $25.00
6	LIMITED WATER - 57					
7	Limited Use Water, under 24 people	$90.00		$50.00		
8	Registered well	$15.00				
9	Chemical sample testing	varies				$50.00
10						
11	PRIVATE WATER - 59					
12	Microbiological sample testing	$50.00		$5.00		
13						
14	MIGRANT LABOR - 52					
15	Migrant Labor Camp	5- 50 $125.00, 51-100 $225.00, >100 $500.00				
16	MOBILE HOME PARKS - 54					
17	Mobile Home Park- 5 to 25	$100.00		$50.00		
18	Mobile Home Park - 26 to 149	$4.00 per space, not less than $100.00		$50.00		
19	Mobile Home Park- 150 and above	not more than $600.00		$50.00		
20	POOLS - 60					
21	Swimming Pools - less than	<=25000 gallons $125.00,				
22	Swimming Pools - more than	>25000 gallons $250.00				Initial Permit- $125.00
23	TANNING - 69					
24	Tanning	$150.00	$25.00			
25	TATTOO ARTIST -49					
26	Tattoo Artist	$60.00	$25.00			
27	Tattoo Artist Late Fee	$25.00				
28	FOOD HYGIENE - 48					
29	Food Hygiene based on types		$25.00		per hour $40.00	
30	3 x a year school cafeteria inspections	$170.00				
31	4 x a year school cafeteria inspections	$200.00				
32	After school program	$170.00				
33	Bar, Fraternal, or other	$190.00				
34	Mobile Food Unit	$180.00				
35	Comm.Based Res. Fac.	$135.00				
36	Concession Stand	$100.00				
37	Detention Center	$250.00				
38	Hospital	$250.00				
39	Limited Food	$110.00				
40	Max Food	$300.00				
41	Other	$190.00				
42	County Fee			$50.00		
43	Reinspection Fee	$25.00				

	A	B	C	D	E	F
44	**OSTDS OPERATING PERMITS - 61**					
45	**EH OSTDS - New Permit Without Soil**	**$320.00**				
46	EH OSTDS Construction Application and Plan Review New	$100.00				
47	EH OSTDS Construction Permit (New or Mod Amend)	$55.00				
48	EH OSTDS Construction System Inspection Research Fee	$5.00				
49	EH OSTDS Construction County New & Mod System	$125.00				
50	EH OSTDS Application Approval Existing, No Inspection	$35.00				
51						
52	**EH OSTDS - Modification Permit Without Soil**	**$265.00**				
53	EH OSTDS Construction Application& Existing System	$50.00				
54	EH OSTDS Construction Permit (Repair)	$55.00				
55	EH OSTDS Application Approval Existing, No Inspection	$35.00				
56	EH OSTDS Construction County New & Mod System	$125.00				
57						
58	**EH Repair Permit Without Soils**	**$195.00**				
59	EH OSTDS Construction Application & Existing System	$50.00				
60	EH OSTDS Construction Permit (Repair)	$55.00				
61	EH OSTDS Application Approval Existing, No Inspection	$35.00				
62	EH OSTDS Construction System Inspection Training Center	$5.00				
63	EH Gadsden County Repair Permit Fee			$50.00		
64						
65	**EH OSTDS Existing System Letter for Permit**	**$85.00**				
66	EH OSTDS Application Approval Existing, No Insp	$35.00				
67	EH OSTDS Construction Gadsden County Existing Syst Insp	$50.00				
68						
69	**EH OSTDS Abandonment Permit**	**$100.00**				
70	EH OSTDS Construction Abandonment Permit and Insp	$50.00				
71	EH OSTDS Abandonment County Fee			$50.00		
72						
73	**EH OSTDS Amendment**	**$55.00**				
74	EH OSTDS Permit Amendment for New System	$55.00				
75						

	A	B	C	D	E	F
76	**EH OSTDS - Reinspection's**	**$100.00**				
77	EH OSTDS - Reinspection - Construction	$50.00				
78	EH OSTDS - Reinspection - County Fee			$50.00		
79						
80	**EH OSTDS - Operating Permit ATU/PBTS - One Year**	**$100.00**				
81						
82	**EH OSTDS - Operating Permit Commercial**	**$150.00**				
83						
84	**EH OSTDS - Operating Permit I/M**	**$150.00**				
85						
86	**EH OSTDS - Portable/Temp Toilet**	**$75.00**				
87						
88	**EH OSTDS - Reinspection - Construction**	**$50.00**				
89						
90	**EH OSTDS - Septage Disposal Permit**	**$115.00**				
91						
92	**EH OSTDS - Site Eval - Additional Service**	**$50.00**				
93						
94	**EH OSTDS - Holding Tank Permit**	**$235.00**				
95						
96						
97						
98						
99						

Department of Health

Schedule C - County Health Department by Appropriation Category

Fiscal Year 2024 / 2025

As of Date 11/4/2024

Printed 11/4/2024 / 7:53:11AM

County Health Department: **GADSDEN**

Revenue Object Code - Federal Funds

Revenue Object	Description	Funding Period	L5	Revenue OCA	Expenditure OCA	Amount
007000	RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	7/1/2024 - 3/31/2025	114	ADA25	ADA25	$11,599.00
007000	RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	4/1/2025 - 6/30/2025	114	ADA26	ADA26	$3,678.00
007000	FGTF/BREAST & CERVICAL CANCER-ADMIN CASE MAN	7/1/2024 - 6/29/2025	237	BCA25	BCA25	$47,375.00
007000	WIC BREASTFEEDING PEER COUNSELING	7/1/2024 - 6/30/2025	213	BPC23	BPC23	$15,000.00
007000	WIC BREASTFEEDING PEER COUNSELING	7/1/2024 - 6/30/2025	213	BPC24	BPC24	$43,125.00
007000	COMPREHENSIVE COMMUNITY CARDIO - PHBG	7/1/2024 - 9/30/2024	238	CIP23	CIP23	$5,867.00
007000	CHRONIC DISEASE PREVENTION & HEALTH PROMOTION	10/1/2024 - 6/30/202	238	CIP24	CIP24	$99,534.00
007000	STRATEG APPR TO HLTH EQ FOR POPULA WITH DIABETES	7/1/2024 - 6/29/2025	210	DIB25	DIB25	$31,590.00
007000	FGTF/FAMILY PLANNING-TITLE X	7/1/2024 - 3/31/2025	223	FMP25	FMP25	$53,948.00
007000	NAT'L INITIATIVE COVID HEALTH DISPARITIES	7/1/2024 - 6/30/2025	238	HDG21	HDG21	$4,658.00
007000	PUBLIC HLTH INFRASTRUCTURE & WORKFORCE/CENTRAL	7/1/2024 - 6/30/2025	238	HIW23	HIW23	$124,029.00
007000	THE NATIONAL CARDIOVASCULAR HEALTH PROGRAM	7/1/2024 - 6/29/2025	210	HRT25	HRT25	$9,427.00
007000	IMMUNIZATIONS & VACCINES CHILDREN COVID RESPONSE	7/1/2024 - 6/30/2025	101	IC3R1	IC3R1	$273,363.00
007000	INFANT MORTALITY	7/1/2024 - 6/30/2025	225	IFM24	IFM24	$12,487.00
007000	IMMUNIZATION PPHF	7/1/2024 - 6/30/2025	101	IMM25	IMM25	$12,322.00
007000	MATERNAL MORTALITY	7/1/2024 - 6/30/2025	225	MM254	MM254	$12,487.00
007000	PHEP-COMMUNITY PREPAREDNESS CAPABILITY	7/1/2024 - 6/30/2025	116	PHCP5	PHCP5	$87,361.00
007000	AIDS PREVENTION	7/1/2024 - 7/31/2024	111	PRV22	PRV22	$6,247.00
007000	AIDS PREVENTION	8/1/2024 - 5/31/2025	111	PRV25	PRV25	$62,474.00

Department of Health

Schedule C - County Health Department by Appropriation Category

Fiscal Year 2024 / 2025

As of Date 11/4/2024

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County Health Department: **GADSDEN**

Revenue Object Code - Federal Funds

Revenue Object	Description	Funding Period	L5	Revenue OCA	Expenditure OCA	Amount
007000	AIDS SURVEILLANCE	6/1/2025 - 6/30/2025	111	PRV26	PRV26	$6,247.00
007000	STD PCHD	7/1/2024 - 6/30/2025	102	STD23	STD23	$30,114.00
007000	STD PCHD	2/1/2025 - 6/30/2025	102	STD25	STD25	$21,510.00
007000	WIC ADMINISTRATION	7/1/2024 - 9/30/2024	211	WIC24	WIC24	$93,993.00
007000	WIC ADMINISTRATION	10/1/2024 - 6/30/202	211	WIC25	WIC25	$285,314.00
015075	SCHOOL HEALTH TITLE XXI	7/1/2024 - 6/30/2025	234	SCHOL	SCHOL	$258,846.00
				Subtotal - Federal Funds		**$1,612,595.00**

Revenue Object Code - Other State Funds

Revenue Object	Description	Funding Period	L5	Revenue OCA	Expenditure OCA	Amount
015010	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE	7/1/2024 - 6/30/2025	364	BU000	BU000	$969.00
015010	TOBACCO COMMUNITY INTERVENTION	7/1/2024 - 6/30/2025	212	TCI25	TCI25	$118,818.00
015010	HEART HEALTH INITIATIVE	7/1/2024 - 6/30/2025	210	TOBBX	TOBBX	$47,850.00
				Subtotal - Other State Funds		**$167,637.00**

Department of Health

Schedule C - County Health Department by Appropriation Category

Fiscal Year 2024 / 2025

As of Date 11/4/2024

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County Health Department: **GADSDEN**

Revenue Object Code - State General Revenue

Revenue Object	Description	Funding Period	L5	Revenue OCA	Expenditure OCA	Amount
015040	COMMUNITY TB PROGRAM	7/1/2024 - 6/30/2025	104	7F000	7F000	$21,893.00
015040	FAMILY PLANNING GENERAL REVENUE	7/1/2024 - 6/30/2025	223	FMPGR	FMPGR	$63,024.00
015040	ALG/PRIMARY CARE	7/1/2024 - 6/30/2025	401	PCG00	PCG00	$177,385.00
015040	CLOSING THE GAP PROGRAM	7/1/2024 - 6/30/2025	210	REDCH	REDCH	$52,000.00
015040	SCHOOL HEALTH GENERAL REVENUE	7/1/2024 - 6/30/2025	234	SCHOL	SCHOL	$107,445.00
015040	SWIMMING LESSONS VOUCHER PROGRAM	7/1/2024 - 6/30/2025	346	SWIMV	SWIMV	$4,400.00
015050	NON-CATEGORICAL GENERAL REVENUE	7/1/2024 - 6/30/2025	400	NCGRV	NCGRV	$1,293,990.00
				Subtotal - State General Revenue		**$1,720,137.00**

LOCAL REVENUES: Local Funds Required to Support Current Budget Authority **$876,023.00**

TOTAL ANTICIPATED REVENUES **$4,376,392.00**

2024/2025 FDOH-GADSDEN CLINIC FEE SCHEDULE

Full Fee will be established at 100% to 125% of Medicare Fee

New Fees Effective October 1, 2024

CPT Codes Description of Service

CPT CODES	Description of Service	Medicaid Fee	Medicare Fee	CLINIC FEE
99070	Minimum charge for clinic supplies and in addition to all visit charges, non sliding			
99211	Nursing Assessment/Established Patient RN Service Only	$ 14.55	$ 22.18	$ 30.00
99212	Problem Focused Visit / Established Patient (minimum MD, ARNP service)	$ 25.58	$ 36.43	$ 50.00
99213	Expanded Problem Focues Visit/Established Patient	$ 31.17	$ 68.39	$ 75.00
99214	Detailed Visit / Established Patient	$ 48.57	$ 129.70	$ 113.00
99215	Comprehensive Office Visit/Est Patient High Complexity and time comsuming visit	$ 70.62	$ 181.61	$ 152.00
99201	Problem Focused Visit / New Patient			
99202	Expanded Problem Focused/New Patient	$ 46.74	$ 73.00	$ 75.00
99203	Detailed Office Visit / New Patient	$ 71.88	$ 112.81	$ 120.00
99204	Comprehensive Office Visit/New Patient	$ 107.37	$ 152.31	$ 180.00
99205	Comprehensive Office Visit / New Patient High Complexity and time consuming visit	$ 140.89	$ 188.11	$ 220.00
	Family Planning Initial/Annual ARNP visit (pap and labs added to visit charge)			$ 140.00
	Family Planning Annual ARNP (pap and labs added to this visit charge)			$ 125.00
	Family Plannning Counseling by MD, ARNP or RN			$ 115.00
	Family Planning Supply (Excludes Depo) Pharmaceuticals are charged in addition to visit			$ 50.00
88141	Family Planning Repeat Pap (add level of office visit to this charge)	$ 21.37	$ 21.37	$ 30.00
99211	Family Planning Infection Check (office visit only add lab charges to visit)	$ 14.55	$ 36.43	$ 30.00
81025	Pregnancy Test-Urine			$ 30.00
84702	Pregnancy Test-Serum			$ 45.00
	Depo			$ 55.00
	IUD Placement			$ 150.00
57170	Diaphragm	$ 42.15		$ 75.00
CPT CODES	**Description of Service**	**Medicaid Fee**	**Medicare Fee**	**CLINIC FEE**
58301	IUD Removal	$ 70.33		$ 125.00

	Colopolscopy			$ 150.00
	Colopolscopy Pathology			Lab Cost
99381-99394	Child Well Screening (New Patient) Age under 1 year	$ 71.47		$ 125.00
99383	Child Well Screening	$ 76.95		
99391-99394	Child Well Screening (Established Patient) Age under 1 year	$ 71.47		$ 115.00
92567	Tympanogram			
99385-9938	Adult Well Screening (New Patient) 18-39 years	$ 71.47		$ 160.00
99396	Adult Well Screening (New Patient)	$ 97.23		
99395-9939	Adult Well Screening (Established Patient) 18 - 39 years	$ 71.47		$ 135.00
	STD Treatment			$ 15.00
90675	Rabies Administration of Vaccine (charged with office visit and vaccine fee)			$ 10.00
99000	Handling of specimen and transfer to lab			$ 10.00
	03-TEST Rapid HIV Test and Counseling			No Charge
86403	Strep Test			$ 20.00
82948	Fasting Blood Sugar			$ 5.00
80051	Chem 7			$ 10.00
80053	Chem 20			$ 15.00
81000	Urinalysis Dipstick			$ 5.00
85013	Hemotocrit			$ 5.00
85018	Hemoglobin			$ 5.00
83655	Lead Blood			$ 25.00
85660	Sickle Cell			$ 5.00
82270	Hemocult			$ 5.00
80061	Lipid Panel			$ 12.00
85025	CBC with Diff			$ 12.00

CPT CODES	Description of Service	Medicaid Fee	Medicare Fee	CLINIC FEE
83036	Hbg A1C			$ 12.00
80438	Thyroid Panel			
86708	Hepatitis A antibody			$ 15.00
86706	Hepatitis B Surface Antibody			$ 35.00
87517	Hepatitis B Surface Antigen			$ 65.00
86803	Hepatitis C Antibody			$ 65.00
86787	Varicella Titer			$ 40.00
86735	Mumps Titer			$ 40.00
86762	Measles Titer			$ 40.00
86762	Rubella Titer			$ 40.00
90471	Administration of Vaccine or injectable			$ 15.00
90658	Flu Shot			$ 45.00
90732	Pueumovax			$ 45.00
90651	HPV Vaccine			$ 230.00
90746	Adult Hep B (per injection, 3 required)			$ 80.00
90632	Adult Hep A 19-99			$ 150.00
90718	Adult TD			$ 40.00
90707	Adult MMR 19-99			$ 75.00
90375	Rabies Immune Globulin RIG			$ 250.00
90675	Rabies Post Exposure Vac. Series (approx.) per shot (listed fee is minimum charge)			$ 385.00
90698	Adult Tdap			$ 50.00
90716	Varicella			$ 240.00
90733	Meningitis/ Menactra			$ 125.00
90713	IPV			$ 35.00
90749	Rabies Pre Exposure Titer Plus Office Visit Charge			$ 150.00
SCPHY	Gadsden County School Physical			$ 45.00

CPT CODES	Description of Service	Medicaid Fee	Medicare Fee	CLINIC FEE
	Gadsden Employment Physical			$ 75.00
93000	Cardiovascular Screening (EKG)			$ 25.00
97802	Medical Nutrition Therapy (Initial assessment and intervention, face to			$ 50.00
97803	Medical Nutrition Therapy (Reassessment and intervention, face to face with patient 15 mins.)			$ 35.00
97804	Group 30 minutes			
G010	DSME CLASS (Includes Individual Assessment and 5 group sessions)			
99341	Home Visit for the evaluation and management of new patient-15 minutes		$ 54.13	
99347	Home Visit for the evaluation and management of an established -patient 15 minutes		$ 54.43	
	Health Education Class (2 hours)			$ 150.00
	Copies of Records (per page)			$ 1.00
	Faxing of Records or permits (per page)			$ -

Fees are assessed on a sliding scale based on income as per

Florida Administrative Code 64-F16. If eligibility is waived the full fee is applicable for each visit. If required documents for eligibility determination are not provided full fee is applicable. All services not paid for at the time of service will be billed to the patients mailing address. If a patient has insurance and the Health Department is not a participating provider the patient is required to pay the full fee and is provided a receipt to bill their own insurance for reimbursement.

	A	B	C	D	E	F
1	**GADSDEN CHD EH FEES**	**Fee**	**Late Fee**	**County Fee**	**Food Plan Review**	**Proposed Recommended**
2	**BIOMEDICAL WASTE - 64**					
3	Biomedical Waste Permit	$85.00	$25.00			
4	**GROUP CARE 51**					
5	Group Care (except public schools)			$50.00	per hour $40.00	increase $25.00
6	**LIMITED WATER - 57**					
7	Limited Use Water, under 24 people	$90.00		$50.00		
8	Registered well	$15.00				
9	Chemical sample testing	varies				$50.00
10						
11	PRIVATE WATER - 59					
12	Microbiological sample testing	$50.00		$5.00		
13						
14	**MIGRANT LABOR - 52**					
15	Migrant Labor Camp	5- 50 $125.00, 51-100 $225.00, >100 $500.00				
16	**MOBILE HOME PARKS - 54**					
17	Mobile Home Park- 5 to 25	$100.00		$50.00		
18	Mobile Home Park - 26 to 149	$4.00 per space, not less than $100.00		$50.00		
19	Mobile Home Park- 150 and above	not more than $600.00		$50.00		
20	**POOLS - 60**					
21	Swimming Pools - less than	<=25000 gallons $125.00,				
22	Swimming Pools - more than	>25000 gallons $250.00				Initial Permit- $125.00
23	**TANNING - 69**					
24	Tanning	$150.00	$25.00			
25	**TATTOO ARTIST -49**					
26	Tattoo Artist	$60.00	$25.00			
27	Tattoo Artist Late Fee	$25.00				
28	**FOOD HYGIENE - 48**					
29	Food Hygiene based on types		$25.00		per hour $40.00	
30	3 x a year school cafeteria inspections	$170.00				
31	4 x a year school cafeteria inspections	$200.00				
32	After school program	$170.00				
33	Bar, Fraternal, or other	$190.00				
34	Mobile Food Unit	$180.00				
35	Comm.Based Res. Fac.	$135.00				
36	Concession Stand	$100.00				
37	Detention Center	$250.00				
38	Hospital	$250.00				
39	Limited Food	$110.00				
40	Max Food	$300.00				
41	Other	$190.00				
42	County Fee			$50.00		
43	Reinspection Fee	$25.00				

	A	B	C	D	E	F
44	**OSTDS OPERATING PERMITS - 61**					
45	**EH OSTDS - New Permit Without Soil**	**$320.00**				
46	EH OSTDS Construction Application and Plan Review New	$100.00				
47	EH OSTDS Construction Permit (New or Mod Amend)	$55.00				
48	EH OSTDS Construction System Inspection Research Fee	$5.00				
49	EH OSTDS Construction County New & Mod System	$125.00				
50	EH OSTDS Application Approval Existing, No Inspection	$35.00				
51						
52	**EH OSTDS - Modification Permit Without Soil**	**$265.00**				
53	EH OSTDS Construction Application& Existing System	$50.00				
54	EH OSTDS Construction Permit (Repair)	$55.00				
55	EH OSTDS Application Approval Existing, No Inspection	$35.00				
56	EH OSTDS Construction County New & Mod System	$125.00				
57						
58	**EH Repair Permit Without Soils**	**$195.00**				
59	EH OSTDS Construction Application & Existing System	$50.00				
60	EH OSTDS Construction Permit (Repair)	$55.00				
61	EH OSTDS Application Approval Existing, No Inspection	$35.00				
62	EH OSTDS Construction System Inspection Training Center	$5.00				
63	EH Gadsden County Repair Permit Fee			$50.00		
64						
65	**EH OSTDS Existing System Letter for Permit**	**$85.00**				
66	EH OSTDS Application Approval Existing, No Insp	$35.00				
67	EH OSTDS Construction Gadsden County Existing Syst Insp	$50.00				
68						
69	**EH OSTDS Abandonment Permit**	**$100.00**				
70	EH OSTDS Construction Abandonment Permit and Insp	$50.00				
71	EH OSTDS Abandonment County Fee			$50.00		
72						
73	**EH OSTDS Amendment**	**$55.00**				
74	EH OSTDS Permit Amendment for New System	$55.00				
75						

	A	B	C	D	E	F
76	**EH OSTDS - Reinspection's**	**$100.00**				
77	EH OSTDS - Reinspection - Construction	$50.00				
78	EH OSTDS - Reinspection - County Fee			$50.00		
79						
80	**EH OSTDS - Operating Permit ATU/PBTS - One Year**	**$100.00**				
81						
82	**EH OSTDS - Operating Permit Commercial**	**$150.00**				
83						
84	**EH OSTDS - Operating Permit I/M**	**$150.00**				
85						
86	**EH OSTDS - Portable/Temp Toilet**	**$75.00**				
87						
88	**EH OSTDS - Reinspection - Construction**	**$50.00**				
89						
90	**EH OSTDS - Septage Disposal Permit**	**$115.00**				
91						
92	**EH OSTDS - Site Eval - Additional Service**	**$50.00**				
93						
94	**EH OSTDS - Holding Tank Permit**	**$235.00**				
95						
96						
97						
98						
99						

FY 24/25

GADSDEN CHD VITAL STATISTICS FEES

Certificates	Current Cost	Current Additional copies
Birth Certificate	$15.00	$10.00
Death Certificates	$10.00	$6.00

Board of County Commissioners
Agenda Request

Date of Meeting: November 12, 2024

Date Submitted: November 4, 2024

To: Honorable Chairman and Members of the Board

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

Subject: Microsoft Enterprise Annual Renewal

Statement of Issue:

This agenda item is presented to the Board for approval to renew the contract with Microsoft for a three-year period, as required by the terms of the existing Microsoft Enterprise Agreement.

Background:

The Board of County Commissioners maintains a valuable partnership with Microsoft through a carefully structured agreement that is renewed every three years, accompanied by an annual payment. This strategic arrangement allows us to continually adapt and enhance our services to meet the evolving needs of our organization. With this current contract, every employee—regardless of their role—gains access to comprehensive email solutions and extended Microsoft Services. These offerings not only bolster our defenses against cyber security threats but also provide guaranteed uptime, ensuring that our operations run smoothly. In the past, opting for the annual payment has proven to be the most cost-effective choice. This partnership extends to all Gadsden County email and advanced Microsoft services and is fully compatible with desktops, laptops, smartphones, and tablets. Moreover, our agreement covers essential licensing for both desktops and servers, further solidifying our commitment to effective technology solutions.

Analysis:

The cost of the agreement will be broken down in the following format. The initial first year will be priced at $140,344.29 followed by 2 additional annual payments of $140,344.29 for a three-year total of $421,032.87.

Fiscal Impact:

The fiscal impact will be $140,344.29 annually for a period of 3 years.

Options:

1. Approve the new Microsoft Enterprise Agreement and allow the Chairman to sign all related documents.
2. Board direction.

County Administrator's Recommendation:

1. Option one.

Attachments:

1. Microsoft Agreement

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	5854775

5-0000012100759

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Enterprise Amendment	M97 (New)
Product Selection Form	2742508.005 (PSF)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Gadsden County BoCC
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	84929000
Previous Enrollment number *(Reseller to complete)*	63659065

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Physical Submitted

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

Physically Submitted

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

Physically Submitted

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

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Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

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5. *End of Enrollment term and termination.*

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

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For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Gadsden County BoCC
Contact name: First* Kembrew **Middle** **Last*** Jackson
Contact email address* kjackson@gadsdencountyfl.gov
Street address* 9 E Jefferson St # B
City* Quincy
State* FL
Postal code* 32351-2405 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 0000000000
Tax ID
** indicates required fields*

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

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Contact name: First* Kembrew **Middle** **Last*** Jackson
Contact email address* kjackson@gadsdencountyfl.gov
Street address* 9 E Jefferson St # B
City* Quincy
State* FL
Postal code* 32351-2405 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 0000000000
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* **Middle** **Last***
Contact email address*
Phone*
This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics LLC.
Street address (PO boxes will not be accepted)* 200 N Milwaukee Ave.
City* Vernon Hills
State* IL
Postal code* 60061-1577
Country* United States
Contact name* Brent Cameron
Phone* 847.371.6090
Contact email address* brencam@cdw.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Santiago Cavazos
Printed name* Santiago Cavazos
Printed title* Software Contract Specialist
Date* 11/01/2024

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

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e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

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Previous Enrollment(s)/Agreement(s) Form

Entity Name: Gadsden County BoCC
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	63659065	X	X

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number | 5-0000012100759

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	0	250
U4S-00002	O365 G1 GCC Sub Per User	0	100
MQN-00002	Entra ID P2 Gov SU Entra ID P1 Per User	0	250
MQN-00001	Entra ID P2 Gov Sub Per User	0	100
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	350

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

2742508.005

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	350	350	1.0	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G1 GCC	100
Windows Desktop	
Windows Enterprise OS Upgrade	100
Microsoft 365 Enterprise	
M365 G3 GCC USL Unified	250

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	250	350	250	350

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D

Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade,Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade.See Product Terms for details.

Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level “A” throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

ITEM TO BE ADDED: 10.a.

Board of County Commissioners
Agenda Request

Date of Meeting: November 19, 2024

Date Submitted: November 12, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Trudei Porter, Finance Director

Subject: **Public Hearing:** Approval of Resolution 2024-028 General and Grant Budget Amendments for FY2024

Statement of Issue:

This agenda item is presented to the Board for approval of Resolution 2024-038 and authorization for the County Administrator and Finance Director to complete and execute all budget amendments necessary to maintain a balanced budget for the Fiscal Year 2024 BOCC budget.

Background:

Florida Statute 129.01 (2) (b) requires that the County's budget be balanced. Additionally, Florida 129.06 (2) permits the Board to amend the current fiscal year's budget. (2)(d) allows the budget to be amended due to receipt of a nature from a source not anticipated in the budget and received for a particular purpose, including but not limited to grants, donations, gifts, or reimbursement for damages, may, by resolution spread on its minutes, be appropriated and expended for that purpose. The resolution may amend the budget to transfer funds to properly account for unanticipated revenue.

Analysis:

The attached budget amendments are to adjust budgets for various funds and projects or to adjust budgets due to a change in the grants or general funds.

The attached budget amendments listed under Administrative are required to be advertised as they relate to internal fund transfers, donations, or grants.

Fiscal Impact:

No fiscal impact.

Options:

1. Approve Resolution 2024-038, along with the attached Budget Amendments, and authorize the County Administrator and Chief Financial Officer to complete and execute all of the attached amendments.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachments:

Resolution 2024-038
Narrative
Budget Amendments

RESOLUTION NO. 2024 – 038

WHEREAS, the Board of County Commissioners of Gadsden County, Florida, approved the Fiscal Year 2022-2023 Budget; **and**

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the approved budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Gadsden County, Florida, hereby amends the budget as reflected on the Budget Amendments attached hereto.

Adopted this _____ day of November, 2024

Board of County Commissioners
Gadsden County, Florida

_____
Chairman

Attest:

By: _____
Nicholas Thomas, Clerk

Amendment Narrative

Budget Amendment # 24-085 - Fund 366 – LAPA - ADAMS ST SIDEWALK – SUPPLEMENTAL AGREEMENT – Adjust budget an additional $1,046,340.00.

Budget Amendment # 24-086 - Fund 109 – FDLE – SALARY ASSISTANCE GRANT– Setup Grant for $657,697.00 (JULY'24 – JUNE'25).

Budget Amendment #24-087 – Fund 155 – LIBRARY DONATIONS – Adjust Carryforward Budget an additional $6,265.16.

Budget Amendment #24-088 – Fund 150 – EMERGENCY PREPARDNESS AND ASSISTANCE GRANT (EMPA) – Setup Grant for 119,126.00.

Budget Amendment #24-089 – Fund 142- SETUP SANTANDER 2 AMBULANCE DEBT - $368,060.00.

Budget Amendment #24-90 – Fund 001 – ADJUST BUDGET FOR TRANSFER TO FUND 142 - $374, 000.00.

BA# **2024-90**

Gadsden County BOCC Budget Amendment Form

Date: 10/31/2024
Fiscal Year: 2023-2024
FUND 001
Agenda Item: Transfer Funds

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.

#1 Subtotal - -

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
001	8001	59901	RESERVE FOR CONTINGENCY	513,022.00	(374,000.00)	139,022.00
001	9001	59104	TRANSFER TO EMERGENCY RESCUE	1,530,581.00	374,000.00	1,904,581.00

#2 Subtotal **2,043,603.00** - **2,043,603.00**

#3 Balancing (Subtotal Line #1 *Less* Subtotal Line 2) -

Notes

ADJUST BUDGET FOR TRANSFER TO FUND 142

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

BA# **2024-091**

Gadsden County BOCC Budget Amendment Form

Date: 10/10/2024
Fiscal Year: 2023-2024
Fund: 142
Agenda Item: Adjust Budget

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
142		3811000	TRANSFER FROM GENERAL FUND	1,530,581.00	374,000.00	1,904,581.00
						-
#1 Subtotal				**1,530,581.00**	**374,000.00**	**1,904,581.00**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
142	0144	53100	PROFESSIONAL SERVICES	5,000.00	5,000.00	10,000.00
142	0144	53400	OTHER CONTRACTUAL	1,076.00	2,000.00	3,076.00
142	0144	54100	COMMUNICATION SERVICES	18,875.00	5,000.00	23,875.00
142	0144	54400	RENTAL & LEASES	7,230.00	5,000.00	12,230.00
142	0144	54452	RENTAL & LEASES - VEHICLE	-	5,000.00	5,000.00
142	0144	54500	INSURANCE	80,000.00	20,000.00	100,000.00
142	0144	54600	REPAIR & MAINTENANCE	70,000.00	30,000.00	100,000.00
142	0144	54627	REPAIR & MAINTENANCE-VEHICLES	-	5,000.00	5,000.00
142	0144	54959	LATE FEE	-	100.00	100.00
142	0144	54961	ADMINISTRATIVE COSTS	-	100.00	100.00
142	0144	55210	GAS & OIL	172,676.00	25,000.00	197,676.00
142	0144	55221	MEDICAL SUPPLIES	45,770.00	20,000.00	65,770.00
142	0144	55400	BOOKS/MEMB/DYES	2,500.00	2,000.00	4,500.00
142	0144	55404	SOFTWARE LICENSES	4,014.00	2,000.00	6,014.00
142	0145	51200	REGULAR SALARIES & WAGES	162,181.00	4,000.00	166,181.00
142	0145	51400	OVERTIME	-	25,000.00	25,000.00
142	0145	52100	FICA TAXES	12,407.00	1,000.00	13,407.00
142	0145	52200	RETIREMENT CONTRIBUTIONS	46,407.00	10,000.00	56,407.00
142	0145	52300	HEALTH INSURANCE	49,165.00	1,000.00	50,165.00
142	0145	52400	WORKER'S COMP	-	6,000.00	6,000.00
142	0145	53400	OTHER CONTRACTUAL	-	150,000.00	150,000.00
142	0145	54000	TRAVEL & PER DIEM	2,000.00	2,000.00	4,000.00
142	0145	54500	INSURANCE	4,250.00	8,000.00	12,250.00
142	0145	54600	REPAIR & MAINTENANCE	250.00	2,000.00	2,250.00
142	0145	54959	LATE FEE	-	100.00	100.00
142	0145	55210	GAS & OIL	-	4,000.00	4,000.00
142	0145	55400	BOOKS/MEMB/DYES	-	200.00	200.00
142	0145	55402	SOFTWARE PURCHASES	-	1,000.00	1,000.00
142	0145	56400	MACHINARY & EQUIPMENT	-	33,500.00	33,500.00
#2 Subtotal				**683,801.00**	**374,000.00**	**1,057,801.00**

#3 Balancing (Subtotal Line #1 Less Subtotal Line 2) -

Notes

Adjust Budget - FY24

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

LAPA-ADAMS ST **BA#** **24-085**

Gadsden County BOCC Budget Amendment Form

Date: 10/18/2024
Fiscal Year: 2023-24
Department: 620073
Agenda Item: GRANT ADJUSTMENT

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
366		331-4922	LAPA - ADAMS ST SIDEWALK	627,115.00	1,046,340.00	1,673,455.00

#1 Subtotal	**627,115.00**	**1,046,340.00**	**1,673,455.00**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
	620073	56300	IMPROV OTHER THAN BUILDINGS	486,578.00	1,046,340.00	1,532,918.00
	620073	56333	ENGINEERING - ROADS	140,537.00		140,537.00

#2 Subtotal	**627,115.00**	**1,046,340.00**	**1,673,455.00**

#3 Balancing (Subtotal Line #1 *Less* Subtotal Line 2) -

Notes

Supplemental Agreement to BOCC 08/06/24

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT

525-010-32
PROGRAM MANAGEMENT
03/22

SUPPLEMENTAL NO.
002

FEDERAL ID NO. (FAIN)
D318 041 B

CONTRACT NO.
G2N17

FEDERAL AWARD DATE
09/06/2023

FPN
436992-1-58-01
436992-1-68-01

RECIPIENT UNIQUE ENTITY ID SAM NO.
WHJRQ4BK1VM9

Recipient, Gadsden County Board of County Commissioners, desires to supplement the original Agreement entered into and executed on September 9, 2023 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name CR 268 Adams St Sidewalk Project Length 0.576 Miles

Termini CR 268 Adams Street from CR 274 Mark Luther King Jr Boulevard to Clark Street

Description of Work:
Construction and CEI of the CR 268 Adams Street Sidewalk Project. The project will include installing 5' sidewalk on the west side of the roadway.

Reason for Supplement and supporting engineering and/or cost analysis:
This Supplemental Agreement is to add additional funds to cover the low bid amount. The total amount being added to construction only is $1,046,340. This is to cover the added construction costs that came in greater than the agreement amount of $486,578. Total amount of the new agreement is $1,532,918 for construction and $140,537 for CEI services, for a grand total of $1,673,455.

FDLE SALARY ASSIST GRANT **BA#** **24-086**

Gadsden County BOCC Budget Amendment Form

Date: 11/7/2024
Fiscal Year: 2023-24
Department: 1090
Agenda Item: Setup New Grant

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
109		334-2000	FDLE SALARY ASSIST GRANT	-	657,697.00	657,697.00
#1 Subtotal				**-**	**657,697.00**	**657,697.00**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
	1090	59108	TRANSFER TO SHERIFF	-	657,697.00	657,697.00
#2 Subtotal				**-**	**657,697.00**	**657,697.00**

#3 Balancing (Subtotal Line #1 *Less* Subtotal Line 2) -

Notes

SETUP NEW GRANT (July'24 - Jun'25)

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
Gadsden County Board of County Commissioners

AWARD AGREEMENT

Award Number:	ME008
Project Title:	Law Enforcement Salary Assistance for Fiscally Constrained Counties
Award Period:	07/01/2024 – 06/30/2025
Awarded Funds:	$657,697.00
FLAIR Vendor ID:	596000616
CSFA Catalog Number:	71.067

This Agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Gadsden County Board of County Commissioners (herein referred to as "Recipient") on behalf of Gadsden County Sheriff's Office (herein referred to as "Recipient's Sheriff") and

WHEREAS the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient's Sheriff in accordance with the terms and conditions set forth in this agreement, and

WHEREAS the Department has available funds resulting from a specific appropriation in The General Appropriations Act, 2024 Legislature, Section 4, Specific Appropriation 1290, intended to provide funding for costs of allowable activities as defined in the agreement, and;

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and, through the Recipient's Sheriff, does offer to perform such services,

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

This agreement is subject to the Special Conditions outlined in **Appendix A** and all applicable state financial assistance Standard Conditions provided in **Appendix B**.

The General Appropriations Act contains the following proviso language and provides information on the legislative intent for the use of these funds:

> "From the funds in Specific Appropriation 1290, $20,906,784 in recurring funds from the General Revenue Fund is provided for salary increases for deputy sheriffs and correctional officers employed by sheriff's office or boards of county commissioners in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes, as follows:

Baker County Sheriff's Office	$292,754
Bradford County Sheriff's Office	$703,809
Calhoun County Sheriff's Office	$434,740
Columbia County Sheriff's Office	$1,378,388
Desoto County Sheriff's Office	$521,994
Dixie County Sheriff's Office	$690,634
Franklin County Sheriff's Office	$539,122
Gadsden County Sheriff's Office	$657,697
Gilchrist County Sheriff's Office	$486,422
Glades County Sheriff's Office	$384,974
Gulf County Sheriff's Office	$246,637
Hamilton County Sheriff's Office	$271,011
Hardee County Sheriff's Office	$361,259
Hendry County Sheriff's Office	$786,812
Highlands County Sheriff's Office	$1,243,984
Holmes County Sheriff's Office	$835,559
Jackson County Sheriff's Office	$1,303,272
Jefferson County Sheriff's Office	$342,814
Lafayette County Sheriff's Office	$388,927
Levy County Sheriff's Office	$1,085,884
Liberty County Sheriff's Office	$626,077
Madison County Sheriff's Office	$640,569
Okeechobee County Sheriff's Office	$1,082,591
Putnam County Sheriff's Office	$1,481,134
Suwannee County Sheriff's Office	$794,717
Taylor County Sheriff's Office	$379,704
Union County Sheriff's Office	$388,663
Wakulla County Sheriff's Office	$859,538
Washington County Sheriff's Office	$785,234
Jackson County Board of County Commissioners	$803,294
Gulf County Board of County Commissioners	$108,660

Funds shall be distributed in quarterly advances and reconciled at the conclusion of each state fiscal year. By October 7, 2024, the sheriff's offices and boards of county commissioners shall report to the Florida Sheriff's Association how funds were distributed to officers."

This award is subject to the following special conditions:

S0001 Prior to distribution of any funding under the terms of this agreement, the Recipient's Sheriff must provide to FDLE's Office of Criminal Justice Grants a Spending Plan which details how salary increases funded under this agreement shall be distributed to officers.

S0002 The Recipient's Sheriff shall provide to the Florida Sheriff's Association, no later than October 07, 2024, a report detailing how funds were distributed to officers

S0003 The Recipient's Sheriff must provide to FDLE's Office of Criminal Justice Grants, on a quarterly basis, a completed "Quarterly Payroll Certification Form."

LIBRARY DONATIONS - MISC

BA# 24-087

Gadsden County BOCC Budget Amendment Form

Date: 11/7/2024
Fiscal Year: 2023-24
Department: 1118
Agenda Item: Adjust Carryforward

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
155		389-9001	BALANCE FWD CASH FORWARD	3,189.41	6,265.16	9,454.57

#1 Subtotal	**3,189.41**	**6,265.16**	**9,454.57**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
	1181	54814	CHILDREN'S PROGRAM	3,689.41	6,265.16	9,954.57

#2 Subtotal	**3,689.41**	**6,265.16**	**9,954.57**

#3 Balancing (Subtotal Line #1 *Less* Subtotal Line 2) -

Notes

Adjust FY24 Carryforward

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

SELECTION CRITERIA: orgn.fund='155'
ACCOUNTING PERIOD: 13/23

SORTED BY: FUND,FUNCTION,ACTIVITY,DEPT TOTAL,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,FUNCTION,ACTIVITY,DEPT TOTAL,1ST SUBTOTAL
PAGE BREAKS ON: FUND

FUND-155 LIBRARY DONATIONS 1ST SUBTOTAL-56000 CAPITAL OUTLAY
FUNCTION-570 CULTURE/RECREATION
ACTIVITY-571 LIBRARIES
DEPT TOTAL-1130 FL COLONIAL DAMES

ACCOUNT - - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL REPORT	28,705.74	48.00	.00	19,251.17	9,454.57	67.06

only carried forward 3189.41
should have been 9454.57

SELECTION CRITERIA: orgn.fund='155'
ACCOUNTING PERIOD: 13/23

SORTED BY: FUND,FUNCTION,ACTIVITY,DEPT TOTAL,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,FUNCTION,ACTIVITY,DEPT TOTAL,1ST SUBTOTAL
PAGE BREAKS ON: FUND

FUND-155 LIBRARY DONATIONS — 1ST SUBTOTAL-53000 OPERATING EXPENSES
FUNCTION-570 CULTURE/RECREATION
ACTIVITY-571 LIBRARIES
DEPT TOTAL-1118 LIBRARY DONATIONS - MISC

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
54800	PROMOTIONAL ACTIVITIES	1,500.00	48.00	.00	704.49	795.51	46.97
54814	CHILDREN'S PROGRAMS	1,500.00	.00	.00	.00	1,500.00	.00
	TOTAL OPERATING EXPENSES	3,000.00	48.00	.00	704.49	2,295.51	23.48
1ST SUBTOTAL-56000 CAPITAL OUTLAY							
56600	BOOKS/PUBLICAT/LIBR. MAT	3,120.00	.00	.00	269.20	2,850.80	8.63
	TOTAL CAPITAL OUTLAY	3,120.00	.00	.00	269.20	2,850.80	8.63
	TOTAL LIBRARY DONATIONS - MIS	6,120.00	48.00	.00	973.69	5,146.31	15.91
DEPT TOTAL-1126 FRIENDS OF THE LIBRARY							
1ST SUBTOTAL-53000 OPERATING EXPENSES							
54800	PROMOTIONAL ACTIVITIES	.00	.00	.00	2,847.63	-2,847.63	.00
54814	CHILDREN'S PROGRAMS	3,671.74	.00	.00	6,227.51	-2,555.77	169.61
55400	BOOKS/MEMB/DUES	.00	.00	.00	1,125.00	-1,125.00	.00
	TOTAL OPERATING EXPENSES	3,671.74	.00	.00	10,200.14	-6,528.40	277.80
1ST SUBTOTAL-56000 CAPITAL OUTLAY							
56600	BOOKS/PUBLICAT/LIBR. MAT	18,000.00	.00	.00	7,645.34	10,354.66	42.47
	TOTAL CAPITAL OUTLAY	18,000.00	.00	.00	7,645.34	10,354.66	42.47
	TOTAL FRIENDS OF THE LIBRARY	21,671.74	.00	.00	17,845.48	3,826.26	82.34
DEPT TOTAL-1128 ST PAULS EPISCOPAL CHURCH							
1ST SUBTOTAL-53000 OPERATING EXPENSES							
54800	PROMOTIONAL ACTIVITIES	714.00	.00	.00	432.00	282.00	60.50
	TOTAL OPERATING EXPENSES	714.00	.00	.00	432.00	282.00	60.50
	TOTAL ST PAULS EPISCOPAL CHUR	714.00	.00	.00	432.00	282.00	60.50
DEPT TOTAL-1130 FL COLONIAL DAMES							
1ST SUBTOTAL-56000 CAPITAL OUTLAY							
56600	BOOKS/PUBLICAT/LIBR. MAT	200.00	.00	.00	.00	200.00	.00
	TOTAL CAPITAL OUTLAY	200.00	.00	.00	.00	200.00	.00
	TOTAL FL COLONIAL DAMES	200.00	.00	.00	.00	200.00	.00
	TOTAL LIBRARIES	28,705.74	48.00	.00	19,251.17	9,454.57	67.06
	TOTAL CULTURE/RECREATION	28,705.74	48.00	.00	19,251.17	9,454.57	67.06
	TOTAL LIBRARY DONATIONS	28,705.74	48.00	.00	19,251.17	9,454.57	67.06

Fund/Dept Number 155 Dept 1118
Donation LIB DONATIONS - MISC
Department LIB DONATIONS - MISC

Carryforward FY23 - Miscellaneous	5,146.31	
Carryforward FY23 - Friends of Library	3,826.26	
Carryforward FY23 - Episcopal Church	282.00	
Carryforward FY23 - Colonial Dames	200.00	
	9,454.57	
FY24 DONATIONS Melio Donaion	500.00	02/07/24
FY24 DONATIONS Friends of Library	14,500.00	11/02/23
FY24 DONATIONS Dollar General Literacy Foundation	8,000.00	6/5/2024
NEW DONATIONS AMOUNT	32,454.57	

Revenue account
155-366-0001

$	14,500.00	11/02/23
$	500.00	02/07/24
$	8,000.00	06/05/23
$	23,000.00	

56600 Africa American Books -

-

54814 Children's Programs -

02/09/24	104668	AMAZON CAPITAL SVCS:	946.15	STEM: PROG SUPPLIES
			946.15	

54800/56600 GCPLS Seed Program -

-

56600 FRIENDS OF LIBRARY - CHILDREN'S PROGRAMS 14,500.00

05/30/24	106254	Micromarketing: Inv 953722	260.15	CHILDRENS BOOKS
05/30/24	106254	Micromarketing: Inv 953723	2,942.86	CHILDRENS BOOKS
05/30/24	106254	Micromarketing: Inv 953725	450.61	CHILDRENS BOOKS
05/30/24	106254	Micromarketing: Inv 953730	50.19	CHILDRENS BOOKS
08/08/24	107070	FIRST BOOK MARKETPLACE: INV 7001479939	2,759.95	BOOKS GIVE-A-WAY
08/29/24	107647	Micromarketing: Inv 516113	1,332.63	BOOKS
08/29/24	107647	Micromarketing: Inv 516105	1,962.29	BOOKS
09/13/24	107830	Micromarketing: Inv 961686	564.92	BOOKS
09/13/24	107830	Micromarketing: Inv 961688	953.59	BOOKS
09/13/24	107808	FIRST BOOK MARKETPLACE: INV 7001339797	2,080.75	GIIVE AWAY BOOKS
09/13/24	107781	Baker & Taylor	48.06	BOOKS
09/13/24	107781	Baker & Taylor	172.02	BOOKS
09/13/24	107781	Baker & Taylor	343.59	BOOKS
09/20/24	107925	Micromarketing: Inv 957077	55.77	BOOKS
09/20/24	107925	Micromarketing: Inv 957161	396.80	BOOKS
09/20/24	107925	Micromarketing: Inv 957162	680.90	BOOKS
			15,055.08	

54800 PROMOTIONAL ACTIVITIES

02/23/24	104875	AMAZON CAPITAL SVC: INV 1F3Y-QR6N-QLTX	9.99	BOOKS
02/23/24	104875	AMAZON CAPITAL SVC: INV1FVH-DY3R-RKHD	119.98	GADGET KIT: CHILD PROGRAM
03/21/24	105310	ANIMAL TALES	395.00	ANIMAL PROGRAM
03/21/24	105310	ANIMAL TALES	395.00	ANIMAL PROGRAM
6/5/2024	106345	Oriental Trading Co: Inv 73120523101	74.90	SMMR PRGM:LUAU PROMO
06/14/24	106401	AMAZON CAPITAL SVC:	139.58	SAFETY BKS/DVD
06/14/24	106401	AMAZON CAPITAL SVC:	245.43	SMMR PRG: ARTS/CRAFTS
06/14/24	106466	Oriental Trading Co: Inv 73127425601	508.55	CHILD SUMMER PROG SUPLY
06/21/24	106559	Oriental Trading Co: Inv 73135938601	563.01	SUMMER CAMP CRAFTS
07/02/24	106719	AMAZON CAPITAL SVCS: Inv IPPD-31LL-QGDK	58.97	STEM SCIENCE KITS
07/02/24	106719	AMAZON CAPITAL SVCS: Inv IV6T-QH7W-DVKM	68.47	STEM KIDS
07/02/24	106773	THE BAKING COACH INC: INV 11326	1,560.00	HUT COOKIE CLASS
07/16/24	106857	ORIENTAL TRADING CO: INV 73157009301	343.77	SMMR CAMP:CRAFTS
07/16/24	106847	EULISHA RANSOM	225.00	TEEN JEWELRY CLASS
07/24/24	107008	ODP BUSINNESS SOLUTIONS	99.96	BCK2SCH: FOLDERS
07/24/24	107008	ODP BUSINNESS SOLUTIONS	384.76	BCK2SCH: NOTEBOOKS
8/8/2024	107129	AMAZON CAPITAL SVCS: INV 174M-XKY4-MNRD	403.43	SUMMR PRGM GIVEAWAYS
08/08/24	107129	AMAZON CAPITAL SVCS: INV 1R1Y-N49R-DJNH	112.26	SUMMR PRGM GIVEAWAYS
09/20/24	107930	ORIENTAL TRADING	525.00	FALL/WINTER CRAFTS
09/20/24	107930	ORIENTAL TRADING	682.00	FALL/WINTER CRAFTS
09/20/24	107894	ANIMAL TALES	1,110.00	CREEPY CRITTERS
			8,025.06	

(originally 144.30 - partial (32.04) paid out of humanities grant)

DOLLAR GENERAL LITERACY FOUNDATION 8,000.00

-

TOTAL SPENT	24,026.29
TOTAL REMAINING	8,428.28

EMPA - EMERGENCY PREPARDNESS AND ASSISTANCE GRANT **BA#** **24-088**

Gadsden County BOCC Budget Amendment Form

Date: 11/7/2024
Fiscal Year: 2023-24
Department: 1120
Agenda Item: Setup Grant Budget

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
150		334-2003	EMPA	-	105,806.00	105,806.00
		381-1000	TRANSFER FROM GENERAL FUND	13,320.00	-	13,320.00

#1 Subtotal	**13,320.00**	**105,806.00**	**119,126.00**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
	1120	59108	TRANSFER TO SHERIFF	-	105,806.00	105,806.00
	1120	59173	TRANSFER TO MATCH GRANT	13,320.00	-	13,320.00

#2 Subtotal	**13,320.00**	**105,806.00**	**119,126.00**

#3 Balancing (Subtotal Line #1 *Less* Subtotal Line 2) -

Notes

Setup Grant Budget - JULY '24 - JUN'25

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

Agreement Number: A0480

STATE-FUNDED GRANT AGREEMENT
FY 2024 EMERGENCY PREPARDNESS AND ASSISTANCE GRANT (EMPA)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Gadsden County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division AND Recipient agree to the following:

(1) SCOPE OF WORK

(a) The Recipient shall perform the work in accordance with the Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A (2)), of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

(a) As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

(b) In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations, including those identified in the Scope of Work (Attachment A). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) PERIOD OF AGREEMENT

(a) This Agreement shall begin **July 1, 2024, and shall end on June 30, 2025,** unless terminated earlier in accordance with the provisions of Paragraph (12) TERMINATION.

In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of Agreement.

(4) FUNDING CONSIDERATION

(a) This is a cost-reimbursement Agreement, subject to the availability of funds.

(b) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

(c) The Division will reimburse the Recipient only for allowable costs incurred by the Recipient for the completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in the Proposed Budget Detail Worksheet (Attachment A (2)) The maximum reimbursement amount for the entirety of this Agreement is **$105,806.00.**

(d) The Division will review quarterly requests for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Scope of Work (Attachment A), and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C) which clearly delineates:

i The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

(e) The Division's Grant Manager, as required by Section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

(f) For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

BA# **2024-089**

Gadsden County BOCC Budget Amendment Form

Date: 11/12/2024
Fiscal Year: 2023-2024
Department: 0144/FUND 142
Agenda Item: Adjust Budget

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
142		383-0001	OTHER FINANCING SOURCES	58,062.52	368,060.00	426,122.52
#1 Subtotal				**58,062.52**	**368,060.00**	**426,122.52**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
	0144	56400	MACHINERY & EQUIPMENT	58,062.52	368,060.00	426,122.52
#2 Subtotal				**58,062.52**	**368,060.00**	**426,122.52**

#3 Balancing (Subtotal Line #1 *Less* Subtotal Line 2) -

Notes

SETUP SANTANDER 2 AMBULANCE DEBT

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

Vendor 13040
Fund 213
Dept. 2103

Yearly-Jan

Santander
226011
950-226-011
0950-59928

EXHIBIT E

PAYMENT SCHEDULE

LESSEE:	Gadsden County Board of County Commissioners
EQUIPMENT COST:	$368,060.00
COMMENCEMENT DATE:	7/15/2023
INTEREST RATE:	5.76%

PAYMENT NO.	DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE PRICE*
1	1/25/2025	$141,324.70	$33,257.91	$108,066.79	$265,333.23
2	1/25/2026	$141,324.70	$14,964.58	$126,360.12	$135,915.01
3	1/25/2027	$141,324.70	$7,691.61	$133,633.09	$0.00
Grand Totals		**$423,974.10**	**$55,914.10**	**$368,060.00**	

LESSEE: Gadsden County Board of County Commissioners

By: Kinglin E. NeSmith

Title: Chairperson

Date: 7/11/2023

* After payment of Rental Payment due on such date.

Attest:
Nicholas Thomas, Clerk

Ad Preview

PUBLIC HEARING NOTICE

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS ARE CONSIDERING PROPOSED CHANGES TO ITS BUDGET FOR FISCAL YEAR 2023-2024.

THE CHANGES WIL BE DISCUSSED AT THE BOARD'S NEXT REGULAR SCHEDULED MEETING TO BE HELD NOVEMBER 19, 2024, AT 6:00 P.M. IN THE GADSDEN COUNTY BOARD OF COUNTY COMMISSION CHAMBERS, 9 EAST JEFFERSON STREET, QUINCY, FLORIDA.

Public comment for the meeting should be submitted via email to citizenstobeheard@gadsdencountyfl.gov until 10:00am on Tuesday, NOVEMBER 19, 2024 in order to allow sufficient time for provision to the Gadsden County Commission prior to the meeting. Any comment submitted after this time will be accepted and included as part of the official record of the meeting.

The Purpose of the Public Hearing will be to amend the following budgets:

A FINAL DECISION ON THE PROPOSED CHANGES WILL BE MADE AT THIS MEETING. A SUMMMARY OF THE CHANGES ARE:

	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS
REVENUE	+ (-)	+ (-)	+ (-)
Balance Forward			
Transfer to Emergency Rescue			
Intergovernmental Revenue			
Transfers In		374,000.00	
Miscellaneous Revenue			
Net Change	-	374,000.00	-
EXPENSE			
General Government			
Public Safety		374,000.00	
Economic Environment			
Other Uses - Other Non- operating	(374,000.00)		
Other Uses - Interfund Transfer	374,000.00		
Culture/Recreation			
Net Change	-	374,000.00	-

No.10772386 Nov. 17, 2024

Board of County Commissioners
Agenda Request

Date of Meeting: November 19, 2024

Date Submitted: November 4, 2024

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator

Subject: Approval to Renew the Solid Waste Franchise Agreement with Waste Pro of Florida, Inc.

Statement of Issue:

This agenda item seeks Board approval to renew the Solid Waste Franchise Agreement with Waste Pro of Florida, Inc. and to authorize the Chairman to sign the new agreement.

Background:

On December 1, 2009, the Board awarded a five-year franchise agreement to Waste Pro of Florida for the collection and disposal of waste within the County. This agreement was approved after a competitive bid was solicited. The five-year term of the agreement was from January 1, 2010, through December 31, 2014. The Agreement has an automatic renewal clause for five-year periods. On November 18, 2014, this agreement was renewed for another five years, through December 31, 2019. The Agreement was subsequently renewed for another five years, ending December 31, 2024.

Staff negotiated an extremely competitive rate for solid waste services for County residents. Additionally, the County has been receiving a 10% franchise fee from Waste Pro each year.

This renewal Agreement has additional terms and conditions for Waste Pro and for the County, as well as updated general terms of the Agreement.

1. Waste Pro has agreed to provide curb side assistance to senior citizens that cannot bring their waste containers to the curb.

2. Additionally, Waste Pro will notify the County if there is a change of schedule and will discuss the change with the County prior to implementation.

3. Waste Pro will receive a 3.5% increase for the first year and a 3.5% increase for the second year as a negotiated inflationary 7% increase for the next 5 years.

4. Lastly, Waste Pro has agreed to provide a corporate presence in the County to support county activities with at least a $15,000.00 contribution per year.

Analysis:

Waste Pro will continue to provide curbside household waste pickup as well as recycling each week. Residents also receive yard waste and bulk item pickup once per month.

Staff recommends approval to renew the Solid Waste Franchise Agreement with Waste Pro of Florida as per the renewal provision within the current Agreement. Per the contract, increases or decreases in the monthly rates are adjusted upward or downward annually to reflect changes in the cost of doing business measured by fluctuations in the consumer price index (CPI). Ninety percent (90%) of any change would be based upon the CPI, and the other ten percent (10%) adjustment based on fuel pricing.

Additionally, to better service the County residents, Waste Pro added an additional solid waste route to ensure that any service issues are addressed.

Fiscal Impact:

There is no fiscal impact in terms of expenditure of funds from the County. Under the franchise agreement the County will receive 10% of the gross receipts collected quarterly. The County received a franchise fee of $230,842.02 in franchise fees in 2023.

Options:

1. Approve the renewal of the Solid Waste Franchise Agreement with Waste Pro of Florida, Inc. and authorize the Chairman to sign the new agreement.

2. Do not approve.

3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachments:

1. Solid Waste Franchise Renewal Agreement

Board of County Commissioners
Agenda Request

Date of Meeting: December 17, 2019

Date Submitted: November 27, 2019

To: Honorable Chairman and Members of the Board

From: Wesley Hall, Interim County Administrator
Jeff Price, Sr. Management and Budget Analyst

Subject: Approval to Renew the Solid Waste Franchise Agreement with Waste Pro of Florida, Inc.

Statement of Issue:

This agenda item seeks Board approval to renew the Solid Waste Franchise Agreement with Waste Pro of Florida, Inc. and to authorize the Chairman to sign the new agreement.

Background:

On December 1, 2009, the Board awarded a five year franchise agreement to Waste Pro of Florida for the collection and disposal of waste within the County. This agreement was approved after a competitive bid was solicited. The term of the agreement was from January 1, 2010 through December 31, 2014. On November 18, 2014, this agreement was renewed for another five years through December 31, 2019.

Staff negotiated an extremely competitive rate for solid waste services for County residents. Additionally, the County has been receiving a 10% franchise fee from Waste Pro each year.

Analysis:

Waste Pro will continue to provide curbside household waste pickup as well as recycling each week. Since the contract began in 2010, Waste Pro has expanded the recycling program to include glass, which Gadsden County customers were not able to recycle in the past. Residents also receive yard waste and bulk item pickup once per month. The current monthly rate for services is $17.06, which includes recycling.

Staff recommends approval to renew the Solid Waste Franchise Agreement with Waste Pro of Florida as per the renewal provision within the current Agreement. Per the contract, increases or decreases in the monthly rates are adjusted upward or downward annually to reflect changes in the cost of doing business measured by fluctuations in the

consumer price index (CPI). Ninety percent (90%) of any change would be based upon the CPI, and the other ten percent (10%) adjustment based on fuel pricing.

Additionally, to better service the County residents, Waste Pro added an additional solid waste route to ensure that any service issues are addressed.

Fiscal Impact:

There is no fiscal impact in terms of expenditure of funds from the County. Under the franchise agreement the County will receive 10% of the gross receipts collected quarterly. The County receives an average of $135,000 in franchise fees per fiscal year.

Options:

1. Approve the renewal of the Solid Waste Franchise Agreement with Waste Pro of Florida, Inc. and authorize the Chairman to sign the new agreement.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1

Attachment:

1. Current Solid Waste Franchise Agreement

SOLID WASTE FRANCHISE AGREEMENT

This Agreement made and entered into on this the 1st day of December, 2009, by and between Gadsden County, Florida, hereinafter referred to as "County", and Waste Pro of Florida, Inc., hereinafter referred to as "Contractor",

WITNESSETH:

WHEREAS, County is desirous of securing the services of the Contractor to operate a waste hauling service for the County; and

WHEREAS, the Contractor desires to provide the operation of a waste hauling service for the County;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

Section 1. COMMENCEMENT OF WORK

The refuse collection work outlined in this Agreement shall commence no later than January 1st, 2010.

Section 2. TERM

The term of the Agreement shall be for a period beginning January 1, 2010 and terminating December 31, 2014. This Agreement shall be automatically renewed for consecutive five-year periods unless a party provides notice of intent not to renew at least 120 days prior to the end of the initial term or any renewal term.

Section 3. DEFINITION OF TERMS

3.1 Agreement. Shall mean this Agreement and the attached Exhibits.

3.2 Biohazardous Waste. Shall mean any solid waste or liquid waste, which is defined as biohazardous pursuant to 62-730.020 FAC

3.3 Commercial Service. Shall herein refer to the service provided to business establishments, County owned property, churches, Multiple Dwelling Units, office buildings, industrial facilities and other commercial establishments.

3.4 Commercial Trash. Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Garbage, generated by the operation of stores, offices, other business places and non-residential property.

3.5 Construction and Demolition Debris. Shall mean materials defined as such form time to time by the Department and Chapter 62-730.020 FAC

3.6 Contractor. Shall mean Waste Pro of Florida, Inc.

3.7 Department. Shall mean the Florida Department of Environmental Regulation.

3.8 Disposal Costs. Shall mean the "tipping fees" or other costs charged to the Contractor at the Decatur County Landfill or such other disposal facility designated by the County for disposal of the Refuse collected by the Contractor.

3.9 Garbage. Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials; and any bottles, cans or other containers, utilized in normal household use, which due to their ability to retain water, may serve a breeding place for mosquitoes and other insects.

3.10 Garbage Receptacle. Shall mean a Contractor owned and provided 96-gallon rollout cart, or such other receptacle approved by the County and Contractor.

3.11 Garden and Yard Trash. Shall mean vegetative matter resulting from residential yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches.

3.12 Hazardous Waste. Shall mean any solid waste, (even though it may be part of a delivered load of waste) which:

(a) is required to be accompanied by a written manifest or shipping document describing the waste as "Hazardous Waste", pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 USC 7901, et seq. as amended and the regulations promulgated thereunder; or

(b) contains polychlorinated biphenyls or any other substance the storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 USC 2601, et seq. as amended and the regulations promulgated thereunder; or

(c) contains a "reportable quantity" of one or more "Hazardous Substances", as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. as amended and regulations promulgated thereunder or as defined under Florida Administrative Code Section 62-730.020 and regulations promulgated thereunder; or

(d) contains a radioactive material the storage or disposal of which is subject to state or federal regulation.

3.13 Household Trash. Shall herein refer to accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Garden and Yard Trash, which are usual to housekeeping and to the operation of residences. Special Waste, furniture, White Goods, and construction material is not Household Trash.

3.14 Landfill. Shall mean any solid waste land disposal area for which a permit, other than a general permit, is required by Chapter 403.707, Florida Statutes, that receives solid waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.

3.15 Mechanical Container. Shall mean and include any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of Garbage truck used by the Contractor.

3.16 Multiple Dwelling Units. Shall mean any building containing two (2) or more permanent living units, not including motels and hotels, which is serviced by mechanical Container(s).

3.17 County. Shall mean Gadsden County.

3.18 Recyclable Materials. Shall mean any newspaper, cardboard, plastic, aluminum and other commercially viable recyclables as designated by Contractor that are generated within the Service Area. Glass is excluded in this definition.

3.19 Refuse. Shall mean Garbage, Commercial Trash and Household Trash. Construction and Demolition Debris, Hazardous Waste, Biohazardous Waste, Special Waste and Recycled Material are excluded.

3.20 Residential Service. Shall herein refer to the Refuse collection service provided to persons occupying dwelling units within the designated area who are not receiving Commercial Service.

3.21 Service Area. Shall mean the County.

3.22 Special Waste. Shall mean solid wastes listed in Exhibit A attached hereto.

3.23 White Goods. Includes inoperative and discarded refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic and commercial large appliances.

Section 4: GRANT OF RIGHT; GENERAL CONDITIONS

4.1 Exclusive Right. The Contractor shall provide Garbage, Household Trash and Commercial Trash collection services within the Service Area. The Contractor shall have and is hereby granted the exclusive right to provide residential and commercial Refuse collection service in the Service Area in accordance with the terms hereof.

In furtherance of such grant, County shall use its best efforts take to enforce the grant of such exclusive right to Contractor.

4.2 Independent Contractor. Contractor shall be an independent contractor and shall provide, at his own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and things necessary to provide the service required herein.

4.3 Spillage. Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur. Contractor may refuse to collect any Refuse that have not been placed in a receptacle, as provided herein.

4.4 Disposal Site. All Refuse shall be hauled to a properly permitted facility such as a Landfill or other disposal site as may be determined.

Section 5. RESIDENTIAL COLLECTION SERVICE

5.1 Duties. Contractor shall collect and dispose of all Refuse generated from households within the franchise area. Refuse will be limited to what is contained within the 96 gallon barrel that is provided. Collection shall be non-mandatory and up to each resident as to whether they take the service. Included in residential service is voluntary curbside recycling. While it is up to each resident to decide whether they recycle, the price is based on this service level. Any customer not wanting to recycle will pay the base pricing. The County has elected to include one time per month yard trash and bulky item pickup. This will be limited to less than one half cubic yard per pickup. Limbs must be less than five feet long and five inches in diameter. Because white goods cannot be picked up with regular items, they will be picked up on an on call basis. The customer will call the office to arrange the pickup of white goods.

5.2 Frequency of Collection. Contractor shall collect Refuse from places of residence within the Service Area once per week. Contractor shall collect Recycling Material within service area once per week. Yard and bulk service will be provided one time per month.

5.3 Point of Pickup or Residential Refuse. Collection of residential Refuse shall be at curbside or other such locations as will provide ready accessibility to Contractor's collection crew and vehicle.

Section 6. COMMERCIAL COLLECTION SERVICE

6.1 Duties. Contractor shall collect and dispose of Refuse from or generated by any commercial or industrial use, and any use not included within residential service.

6.2 Frequency of Collection. Commercial waste may be collected at any time and will be available a minimum of two times per week to prevent containers from becoming overloaded.

6.3 Point of Pickup of Commercial Refuse. Commercial Refuse customers shall accumulate Refuse at locations that are mutually agreed upon by the customer and Contractor.

6.4 Method of Collection of Commercial Refuse. Contractor shall make collections with as little disturbance as possible. Any Refuse spilled by Contractor, or spilled a result of Contractor missing a pick-up, shall be picked up promptly by Contractor, unless spillage is

caused by overloaded containers in which case the customer shall be responsible for picking up the spillage.

6.5 Exclusions. Special Waste, Hazardous Waste, Biohazardous Waste, Recyclables, Construction and Demolition Debris, Garden and Yard Trash, White Goods are excluded from Contractor's obligation to collect and dispose of Commercial Refuse.

Section 7. SCHEDULES AND ROUTES

7.1 Schedules. Contractor shall provide County with schedules for all residential collection routes.

7.2 Holidays. Contractor will not provide service on the following holidays: New Years Day, Memorial Day, Fourth of July, Thanksgiving and Christmas. If the regular collection day falls on any of the aforementioned holidays, Contractor shall collect the Refuse on the next regularly scheduled collection day for the subject route.

7.3 Rates Schedule. Reference Exhibit B subject only to be amended per the Adjustments to Rates mechanisms included in this agreement.

Section 8. SPECIAL WASTE COLLECTION

Contractor may offer Special Waste collection and disposal services to customers in the Service Area upon terms and conditions acceptable to Contractor and the customer generating the Special Waste.

Section 9. CONTRACTOR's OFFICE

The Contractor shall provide at his expense, a suitable office located in the vicinity of the Service Area with telephone service where any complaints shall be received, recorded and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls. Contractor shall keep a record of all complaints received and the disposition thereof for a period of one year after receipt and Owner shall have the right to review Contractor's records regarding the receipt and handling of complaints.

Section 10. PAYMENT AND BILLING

10.1 Billing. Contractor shall bill each commercial customer for services provided during the month and customer shall pay Contractor within 45 days of receipt of such invoice. Residential customers shall be billed once per quarter. Late charges may be assessed 60 days after billed, if not paid. The rates for such service shall be initially as set forth in Exhibit A.

10.2 Franchise Fees. Contractor shall pay the County 10% of gross receipts on a quarterly basis. Franchise fee payment will be rendered to the County on the 20th of the month after the current calendar quarter. The County has the option to waive or decrease this fee in

its entirety. In such case, the Contractor will decrease the rates charged to the customer by the amount of the proposed decrease.

10.3 Adjustments to Rates.

(a) Changes in Collection Price. Compensation payable to Contractor for all solid waste services hereunder shall be adjusted upward or downward annually to reflect changes in the cost of doing business measured by fluctuations in the consumer price index (CPI) for all urban consumer items as published by the U.S. Department of Labor, Bureau of labor Statistics. Annually, on the anniversary date of this Agreement, the net change in collection rates shall reflect such increase or decrease in the CPI as defined above for the last calendar year. The collection rates in subsequent years of this Agreement shall be adjusted annually based upon the net change as described above for the preceding year. Contractor will increase rates by 90% of the CPI. The remaining 10% will be adjusted based on fuel pricing as described below.

(b) Changes in Disposal Costs. The parties acknowledge that the current Disposal Cost is $27.50 per ton. However, it is recognized that, from time to time, the actual Disposal Cost charged to Contractor for disposal of residential solid waste collected pursuant to this Agreement will change. In the event of such change in the Disposal Cost (including any fees, taxes or other charges or adjustments), the collection rates shall be increased in such amount as will compensate Contractor for the actual change of Disposal Cost. Decreases in Disposal Cost shall be cause for a like dollar decrease in the collection rates. The adjustments to the unit rates shall include a landfill disposal portion based on each resident generating 1.3 tons of Refuse per year. The density of commercial dumpster service shall be 120 lbs per cubic yard.

(c) Change in Law. The compensation shall be increased to offset the increased costs of Contractor as a result of increases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling, transportation, or disposal of solid waste pursuant to this Agreement. No change shall be allowed hereunder for increases due to increases in income taxes or increases already compensated for pursuant to 10.4(b).

(d) Change in Disposal Site. Should the County designate a disposal site, the Contractor shall be entitled to an equitable adjustment in rates to take into consideration distance, tipping fees, transportation costs, time and other relevant factors. Contractor shall provide County with supporting documentation for such adjustment and County shall respond to such claim within 30 days of receipt of it.

(e) Change in Fuel Price. The County shall adjust payments to the Contractor on a semi-annual basis for either increase or decrease for the fuel cost to the Contractor for providing the service to the County as per the contract. The fuel adjustment component (fac) shall be adjusted on the second quarter after the start date of the contract with the base of fuel pricing being set at the fuel pricing as per "On Highway Retail Diesel Price" Lower Atlantic Region, U. S. Department of Energy, Energy Information Administration published on the Internet at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp.

This will be based on pricing on the date of bid submission. This fuel adjustment component will not be considered within the CPI adjustment in paragraph F above.

Example: Fuel cost as per the internet listing at the start date of the contract:
$2.90 per gallon

5% of rate	.145
Base Rate	$3.045
1st Quarter price	$3.25
Rate increase	.205 per gallon

.205 multiplied by the gallons used by Contractor.

Semi-annually, the Contractor shall calculate the adjusted fuel component price described above and send a letter to the County showing the calculations using the route gallons of fuel used to provide the services to the County as per the contract. The vendor will break the fuel consumption into components for each service provided, residential garbage, residential yard waste, residential bulk, residential recycling. The rate paid to the Contractor will be adjusted by residential unit counts for residential will be adjusted by the collected cubic yards for commercial and industrial accounts.

Section 11. PRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor make the following representations and warranties:

11.1 Organization, Power and Authority. Contractor is a corporation duly organized and validly existing under the laws of the State of Florida, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

11.2 Due Authorization; Binding Obligation. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Contractor. This Agreement has been duly executed and delivered by Contractor and is a valued and binding obligation of Contractor enforceable in accordance with its terms.

Section 12. DEFAULT

In the event either party defaults in the performance of any obligations to be performed by it hereunder, the non-defaulting party shall give the other written notice of each default, specifying with particularity the default complained of. In the event that the defaulting party fails or refuses to cure each default, or to commence the cure of each default, within thirty (30) days from receipt of such notice, then the non-defaulting party, may at its option, sue for specific performance, sue for damages, terminate this Agreement, or otherwise pursue all its legal and available remedies.

Section 13. PERMITS AND LICENSES

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Section 14. INSURANCE REQUIREMENTS AND PERFORMANCE BOND

14.1 Certificate. During the life of this Agreement, Contractor shall procure and maintain insurance of the types and to the limits specified below. Contractor shall provide County with a certificate of insurance evidencing the required coverage and naming the County as an additional insured on all but the Workers' Compensation coverage. Cancellation or modification of said insurance shall not be effected without third (30) days prior written notice to County. Contractor shall require each of its subcontractors to procure and maintain, until completion of that subcontractor's services, insurance of the types and to the limits specified below, unless the subcontractor's work is covered by the protection afforded by Contractor's insurance. It shall be the responsibility of Contractor to ensure that all its subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

Except as otherwise stated, the amounts and type of insurance shall conform to the following minimum requirements:

14.2 Workers' Compensation. Contractor shall provide and maintain during the life of this Agreement, at his own expense, Workers' Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance with a limit of $100,000 each accident.

14.3 Comprehensive General Liability. Contractor shall provide and maintain during the life of the Agreement, at his own expense Comprehensive General Liability and shall have County as additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

Minimum limits of $300,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Premises and/or operations.
Independent contractors.
Products and/or completed operations.

14.4 Business Automobile Policy. Contractor shall provide and maintain during the life of the Agreement, at his own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of $250,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Owned vehicles.
Hired and non-owned vehicles.
Employer's non-ownership.

14.5 Contractor shall provide County with a performance bond in the amount of Fifty Thousand Dollars ($50,000) for the faithful performance of this Agreement.

Such security may be issued for a period shorter than the term of the Contract, but no less than one year. If a bond is issued, it may be extended by continuation certificate executed by the Surety, at the option of the Surety for an additional annual term. Neither non-continuation by the Surety, nor failure, nor inability of the Contractor to file acceptable replacement security shall constitute a loss recoverable under the bond. Failure of the Contractor to furnish and maintain adequate security shall be considered a material default by the contractor, but not the surety.

In the event of a default under this provision by the Contractor, the County, without terminating the Contract and in addition to other equitable, legal, and contractual remedies available to it, may withhold further payment for services until such time as security meeting the requirements of this Section is delivered by the Contractor and accepted by the County.

Section 15. BOOKS AND RECORDS

County shall have the right upon reasonable notice to inspect and review Contractor's books and records regarding Contractor's performance of services hereunder. County shall maintain such records in a confidential manner to the extent permitted by law.

Section 16. NOTICES

Notice sent certified mail return receipt requested to a party at its business address shown herein shall be sufficient notice whenever required for any purpose under the Agreement.

Section 17. SEVERABILITY

If any provisions of the Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

ATTEST:
By: Muriel Strawn
Title: Deputy Clerk to Bocc

COUNTY:
By: Eugene Lamb
Title: Bocc Chair
12-1-2009

ATTEST:

WASTE PRO OF FLORIDA, INC.
By: E. Ralph Mills
Title: REGIONAL V.P.
12/1/09

NICHOLAS THOMAS GASSDEN COUNTY FLORIDA CLERK OF CIRCUIT COURT

Exhibit A
Special Wastes

Special Waste are those that are above and beyond the normal limits of every day house keeping and maintenance. Examples of Special Waste include but are not limited to:

1. Tire, batteries, paint, chemicals, and solvents.
2. Hazardous wastes such as acids, fuels, oils, etc.
3. Yard waste generated from a tree surgeon or lawn service.
4. Construction and Demolition Debris
5. Oversized Waste of any Type
6. Propane Tanks
7. Storm Debris
8. Loose Un-containerized materials
9. Any Materials Requiring Special Handling

The collection of Special Wastes will be priced upon application and billed separately to the customer.

Exhibit B: Rates Schedule

Waste Pro of Florida, Inc.
Bid Submission Form

Gadsden County Solid Waste Collection Bid
RFP Number 09-08

Residential Subscription Service Collection Charges

Single Family Curbside (To include Recycling)

$ 12.75	Option One - 1 Time Per Week Collection With Roller Container
$ 2.00	Yard Waste And Bulk Item Pickup - One Time Per Month
$ 14.75	Total Monthly Rate

Commercial Service Collection Charges

	1x / Week	2x / Week	3x / Week	4x / Week
1 - 90 Gallon Container	$ 17.00	$ 34.00	$ 51.00	N/A
2 - 90 Gallon Containers	$ 25.50	$ 51.00	$ 76.50	N/A
3 - 90 Gallon Containers	$ 34.00	$ 68.00	$ 102.00	N/A
2 Yard Container	$ 55.00	$ 110.00	$ 165.00	$ 220.00
4 Yard Container	$ 100.00	$ 200.00	$ 300.00	$ 400.00
6 Yard Container	$ 135.00	$ 270.00	$ 405.00	$ 540.00
8 Yard Container	$ 170.00	$ 340.00	$ 510.00	$ 680.00

Rural Waste Site Service Collection Charges

	1x / Week	2x / Week	3x / Week
1 - 90 Gallon Container	$ 17.00	$ 34.00	$ 51.00
2 - 90 Gallon Containers	$ 25.50	$ 51.00	$ 76.50
3 - 90 Gallon Containers	$ 34.00	$ 68.00	$ 102.00
2 Yard Container	$ 55.00	$ 110.00	$ 165.00
4 Yard Container	$ 100.00	$ 200.00	$ 300.00
6 Yard Container	$ 135.00	$ 270.00	$ 405.00
8 Yard Container	$ 150.00	$ 290.00	$ 425.00

Roll off Services (Including The Gadsden County Dump Site Recycling Containers)

Charge Per Delivery	$ 100.00
Charge Per Pull	$ 185.00
Charge Per Ton	$ 29.50
Rental Fee per Cont/Month	$ 85.00

FUND	DEPARTMENT	ACCOUNT	ACCOUNT TITLE	PERIOD	YEAR	DATE	T/C		RECEIPTS	DESCRIPTION
2010										
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	9	10	06/30/10	24	$	19,381.67	JAN-MAR'10 WASTE PRO
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	10	10	07/27/10	24	$	20,570.85	APR-JUN'10 WASTE PRO
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	13	10	11/09/10	19	$	21,194.90	JUL-SEP'10 WASTE PRO
2011										
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	4	11	01/31/11	354	$	21,298.97	WASTE PRO/4TH QTR 2010
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	7	11	04/30/11	673	$	22,307.60	WASTE PRO/1ST QTR 2011
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	10	11	07/22/11	979	$	22,832.91	2ND QTR - WASTE PRO
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	13	11	09/30/11	556	$	22,564.78	3RD QTR-WASTE PRO
2012										
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	4	12	02/01/12	24	$	24,039.29	4TH QTR 11 - WASTE PRO
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	7	12	04/30/12	24	$	24,098.51	1ST QTR 12 WASTE PRO
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	10	12	07/23/12	24	$	24,728.79	2ND QTR 12-WASTE PRO
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	13	12	10/31/12	19	$	24,840.01	3RD QTR 12 WASTE PRO
2013										
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	5	13	02/20/13	24	$	24,506.27	1ST QTR '13
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	7	13	05/03/13	24	$	24,436.74	2ND QTR '13
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	10	13	08/06/13	24	$	24,020.94	3RD QTR '13
2014										
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	5	14	02/20/14	24	$	46,258.32	10/13-1/14 FRANCHISE FEE
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	6	14	03/28/14	19	$	(46,258.32)	REVERSE REC 529
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	6	14	03/28/14	19	$	23,292.07	JUL-SEP'13
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	6	14	03/28/14	19	$	22,966.25	OCT-DEC'13
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	7	14	04/29/14	24	$	22,531.15	JAN-MAR'14 FRANCHISE FEE
001 - GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	10	14	07/29/14	24	$	22,624.92	APR-JUN'14 FRANCHISE FEE
								$	412,236.62	

SOLID WASTE FRANCHISE AGREEMENT

This **Agreement** made and entered into on this _____of _____, 2024, by and between Gadsden County, Florida, "County", and Waste Pro of Florida, Inc., "Contractor", individually known as a "Party" and collectively known as the "Parties".

WITNESSETH

WHEREAS, the County is desirous of securing the services of the Contractor to operate a waste hauling service for the County; **and**

WHEREAS, the Contractor desires to provide the operation of a waste hauling service for the County; **and**

WHERAS, the Parties have renewed this Agreement for consecutive five-year terms as provided in the Agreement; **and**

WHEREAS, the present five-year term expires on December 31, 2024; **and**

WHEREAS, the Parties are desirous of entering into another five-year term as provided for by the original Agreement.

NOW, THEREFORE AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

Section 1. COMMENCEMENT OF WORK

The refuse collection work outlines in this Agreement began on January 1st, 2010. This Agreement is an extension and a modification of that Agreement.

Section 2. TERM

The term of the Agreement shall be for a period beginning January 1, 2025, and terminating December 31, 2030. As this is a franchise Agreement, the Parties agree that at the end of the five-year period, that the Parties may extend the Agreement for another five-year period. The Parties agree that additional terms may be negotiated or modified as conditions at that time dictate.

Section 3. DEFINITION OF TERMS

3.1 Agreement. Shall mean this Agreement and the attached Exhibits.

3.2 Biohazardous Waste. Shall mean any solid waste or liquid waste; which is defined as biohazardous pursuant to 62-730.020 FAC and as subsequently amended.

3.3 Commercial Service. Shall herein refer to the service provided to business establishments, County owned property, churches, Multiple Dwelling Units, office buildings, industrial facilities, and other commercial establishments.

3.4 Commercial Trash. Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Garbage, generated by the operation of stores, offices, other business places and non-residential property.

3.5 Construction and Demolition Debris. Shall mean materials defined as such form time to time by the Department and Chapter 62-730.020 FAC, and as subsequently amended.

3.6 Contractor. Shall mean Waste Pro of Florida, Inc.

3.7 Department. Shall mean the Florida Department of Environmental Regulation.

3.8 Disposal costs. Shall mean the "tipping fees" or other costs charged to the Contractor at the Decatur County Landfill or such other disposal facility designated by the County for disposal of the Refuse collected by the Contractor.

3.9 Garbage. Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials; and any bottles, cans or other containers, utilized in normal household use, which due to their ability to retain water, may serve a breeding place for mosquitoes and other insects.

3.10 Garbage Receptacle. Shall mean a Contractor owned and provided 96-gallon rollout cart, or such other receptacle approved by the County and Contractor.

3.11 Garden and Yard Trash. Shall mean vegetative matter resulting from residential yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches.

3.12 Hazardous Waste. Shall mean any solid waste, (even though it may be part of a delivered load of waste) which:

(a) is required to be accompanied by a written manifest or shipping document

describing the waste as "Hazardous Waste", pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 USC 7901, et seq. as amended and the regulations promulgated thereunder; or

(b) contains polychlorinated biphenyls or any other substance the storage, treatment, or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 USC 2601, et seq. as amended and the regulations promulgated thereunder; or

(c) contains a "reportable quantity" of one or more "Hazardous Substances", as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. As amended and regulations promulgated thereunder or as defined under Florida Administrative Code Section 62-730.020 and regulations promulgated thereunder; or

(d) contains a radioactive material the storage or disposal of which is subject to state or federal regulation.

3.13 Household Trash. Shall herein refer to accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Garden and Yard Trash, which are usual to housekeeping and to the operation of residences. Special Waste, furniture, White Goods, and construction material is not Household Trash.

3.14 Landfill. Shall mean any solid waste land disposal for which a permit; other than a general permit, is required by Chapter 403.707, Florida Statutes, that receives solid waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.

3.15 Mechanical Container. Shall mean and include any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of Garbage truck used by the Contractor.

3.16 Multiple Dwelling Units. Shall mean any building containing two (2) or more permanent living units, not including motels and hotels, which is services by mechanical Container(S).

3.17 County. Shall mean Gadsden County.

3.18 Recyclable Materials. Shall mean any newspaper, cardboard, plastic, aluminum, and other commercially viable recyclables as designated by Contractor that are generated within the Service Area Glass is excluded in this definition.

3.19 Refuse. Shall mean Garbage, Commercial Trash and Household Trash. Construction and Demolition Debris, Hazardous Waste, Biohazardous Waste, Special Waste and Recycled Material are excluded.

3.20 Residential Service. Shall herein refer to the Refuse collection service provided to persons occupying dwelling units within the designated area who are not receiving

Commercial Service.

3.21 Service Area. Shall mean the County.

3.22 Special Waste. Shall mean solid wastes listed in Exhibit A attached hereto:

3.23 White Goods. Includes inoperative and discarded refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic and commercial large appliances.

Section 4. GRANT OF RIGHT; GENERAL Conditions

4.1 Exclusive Right. The Contractor shall provide Garbage, Household Trash and Commercial Trash collection services within the Service Area, The Contractor shall have and is hereby granted the exclusive right to provide residential and commercial Refuse collection service in the Service Area in accordance with the terms hereof.

In furtherance of such grant, the County shall use its best efforts to enforce the grant of such exclusive right to Contractor.

4.2 Independent Contractor. Contractor shall be an independent contractor and shall provide, at his expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories, and things necessary to provide the service required herein.

4.3 Spillage. Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur. Contractor may refuse to collect any Refuse that has not been placed in a receptacle, as provided herein.

4.4 Disposal Site. All Refuse shall be hauled to a properly permitted facility such as Landfill or other disposal site as may be determined.

Section *5.* RESIDENTIAL COLLECTION SERVICE

5.1 Duties. Contractor shall collect and dispose of all Refuse generated from households within the franchise area. Refuse will be limited to what is contained within the 96 gallon barrel that is provided. Collection shall be non-mandatory and up to each resident as to whether they take the service. Included in residential service is voluntary curbside recycling. While it is up to each resident to decide whether they recycle, the price is based on the service level. Any customer not wanting to recycle will pay the base pricing. The County as elected to include one time per month yard trash and bulky item pickup. The County has elected to include one time per month yard trash and bulky item pickup. This will be limited to less than one half cubic yard per pickup. Limbs must be less than

five feet long and five inches in diameter. Because white goods cannot be picked up with regular items, they will be picked up on an on-call basis. The customer will call the office to arrange the pickup of white goods.

5.2 Frequency of Collection. Contractor shall collect Refuse from places of residence within the Service Area once per week. Contractor shall collect Recycling material within service area once per week and bulk service will be provided one time per month.

5.3 Point of Pickup or Residential Refuse. Collection of residential Refuse shall be at curbside or other such locations as will provide ready accessibility to Contractor's collection crew and vehicle.

5.4 Helping Hands Collection Service.

a) Contractor shall provide Back Door or Side Door Collection service to those Residential or Multi- family Units where no one is physically able to place Solid Waste and/or Recycling Roll Carts Curbside.

b) Customers shall receive Helping Hands Collection Service by the Contractor at no additional cost.

c) A resident of a household must establish eligibility to receive this service by annually submitting a physician's statement to the County, in a form acceptable to the County, that the customer is unable to roll carted materials to the curb and by asserting that no one resides in the household who is capable of placing Roll Carts Curbside.

d) Such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability.

e) In no event will side door or backdoor service be provided at a distance of more than 150 feet from the public roadway.

f) If the residential household has unchained animals on the residential property, the Contractor shall not be required to provided assistance as outlined in this section. Prior to refusing service, the Contractor shall notify the residential citizen that there is an unchained animal on the residential property and request that the animal is chained. If the resident complies then the Contractor shall provide the service as outlined herein. If the resident does not comply, then the Contractor is relieved on the requirement to provide said services.

g) In the event where side door or back door service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight.

Section 6. COMMERCIAL COLLECTION SERVICE

6.1 Duties. Contractor shall collect and dispose of Refuse from or generated by any commercial or industrial use, and any use hot included within residential service.

6.2 Frequency of Collection. Commercial waste may be collected at any time and will be available a minimum of two times per week to prevent containers from becoming overloaded.

6.3 Point of Pickup of Commercial Refuse. Commercial Refuse customers shall accumulate Refuse at locations that are mutually agreed upon by the customer and Contractor.

6.4 Method of Collection of Commercial Refuse. Contractor shall make collections with as little disturbance as possible. Any Refuse spilled by Contractor, or spilled a result of Contractor missing a pick-up, shall be picked up promptly by Contractor, unless spillage is caused by overloaded containers in which case the customer shall be responsible for picking up the spillage.

6.5 Exclusions. Special Waste, Hazardous Waste, Biohazardous Waste, Recyclables, Construction and Demolition Debris, Garden and Yard Trash, White Goods are excluded from Contractor's obligation to collect and dispose of Commercial Refuse.

Section 7. SCHEDULES AND ROUTES.

7.1 Schedules. Contractor shall provide County with schedules for all residential collection routes.

7.2 Holidays. Contractor will not provide service on the following holidays: New Years Day, Memorial Day, Fourth of July, Thanksgiving and Christmas. If the regular collection day falls on any of the aforementioned holidays, Contractor shall collect the Refuse on the next regularly scheduled collection day for the subject route.

7.3 Rates Schedule. Reference Exhibit B subject only to be amended per the Adjustments to Rates mechanisms included in this agreement.

7.4 Schedule changes. Should the Contractor change its schedule for any reason other than as provided in this section, prior to the proposed change, the Contractor shall contact the County and advise the County of the proposed change. Once the change in schedule has been agreed upon, the affected community shall be provided with notice of the change at least five days prior to the change in schedule.

Section *8.* SPECIAL WASTE COLLECTION

Contractor may offer Special Waste collection and disposal service to customers in the Service area upon terms and conditions acceptable to Contractor and the customer generating the Special Waste.

Section 9. CONTRACTOR'S OFFICE

9.1 The Contractor shall provide at his expense, a suitable office in the vicinity of the Service Area with telephone service where any complaints shall be received, recorded, and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls. Contractor shall keep a record of all complaints received and the disposition thereof for a period of one year after receipt and Owner shall have the right to review Contractor's records regarding the receipt and handling of complaints.

9.2 The Contractor shall provide in writing the office location. Should the Contractor change its office, the Contractor shall provide the County the location of its new office, including and information needed to contact the Contractor at the new office location.

Section 10. PAYMENT AND BILLING

10.1 Billing. Contractor shall bill each commercial customer for services provided during the month and customer shall pay Contractor within 45 days of receipt of such invoice. Residential customers shall be billed once per quarter. Late charges may be assessed 60 days after billed, if not paid. The Rates for such service shall be initially as set forth in Exhibit A.

10.2 Franchise Fees. Contractor shall pay the county 10% of gross receipts on a quarterly basis. Franchise fee payment will be rendered to the County on the 20th of the month after the current quarter. The county has the option to wave or decrease this fee in its entirety. In such case, the Contractor will decrease the rates charged to the customer by the amount of the proposed decrease.

10.3 Adjustments to Rates.

(a) Changes in Collection Price. Compensation payable to Contractor for all solid waste services hereunder shall be adjusted upward or downward annually to reflect changes in the cost of doing business measured by fluctuations in the consumer price index (CPI) for all urban consumer items as published by the U.S. Department of Labor, Bureau of labor Statistics. Annually, on the anniversary date of this Agreement, the net change in collection rates shall reflect such increase or decrease in the CPI as defined above for the last calendar year. The collection rates in subsequent years of this Agreement shall be adjusted annually based upon the net change as described above for the preceding year. Contractor will increase

rates by 90% of the CPI. The remaining 10% will be adjusted based on fuel pricing as described below.

(b) **Changes in Disposal Costs.** The parties acknowledge that the current Disposal Costs is $27.50 per ton. However, it is recognized that, from time to time, the actual Disposal Cost charged to Contractor for disposal of residential solid waste collected pursuant to this Agreement will change. In the event of such change in the Disposal Cost (including any fees, taxes or other charges or adjustments), the collection rates shall be increased in such amount as will compensate Contractor for the actual change of Disposal Cost. Decreases in Disposal Cost shall be cause for a like dollar decrease in the collection rates. The adjustments to the unit rates shall include a landfill disposal portion based on each resident generating 1.3 tons of Refuse per year. The density of commercial dumpster service shall be 120 lbs per cubic yard.

(c) **Change in Law.** The compensation shall be increased to offset the increased costs of the Contractor as a result of increases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling, transportation, or disposal of solid waste pursuant to this Agreement, No change shall be allowed hereunder for increases due to increases in income taxes or increases already compensated for pursuant to 10.4(b).

(d) **Change in Disposal Site.** Should the County designate a disposal site, the Contractor shall be entitled to an equitable adjustment in rates to take into consideration distance, tipping fees, transportation costs, time and other relevant factors. Contractor shall provide County with supporting documentation for such adjustment and County shall respond to such claim within 30 days of receipt of it.

(e) **Change in Fuel Price.** The County shall adjust payments to the contractor on a semi-annual basis for either increase or decrease for the fuel cost to the Contractor for providing the service to the County as per the contract. The fuel adjustment component (Fac) shall be adjusted on the second quarter after the start date of the contract with the base of fuel pricing being set at the fuel pricing as per "On Highway Retail Diesel Price" Lower Atlantic Region, U.S. Department of Energy, Energy Information Administration published on the internet at: http://tonto.elg.doe.gov/oog/info/wohdp/diesel detail report.asp.

This will be based on pricing on the date of bid submission. This fuel adjustment component will not be considered within the CPI adjustment in paragraph F above.

Example:	Fuel cost as per the internet listing at the start date of the contract:
$2.90 per gallon	
5% of rate	.145

Base Rate	$3.045
1st Quarter price	$3.25
Rate increase	0.205 per gallon

.205 multiplied by the gallons used by Contractor.

Semi-annually, the Contractor shall calculate the adjusted fuel component price described above and send a letter to the County showing the calculations using the route gallons of fuel used to provide the services to the County as per the contract. The vendor will break the fuel consumption into components for each service provided, residential garbage, residential yard waste, residential bulk, residential recycling. The rate paid to the Contractor will be adjusted by residential unit counts for residential will be adjusted by the collected cubic yards for commercial and industrial accounts.

(f) One time rate Increase. The Parties agree that the Contractor shall receive a one-time rate increase of seven percent (7%). The seven percent rate increase shall be assessed over a two-year period. The first rate increase shall be at the beginning of the first year, January 1, 2025, for 3.5%. The second rate increase shall be at the beginning of the second year, January 1, 2026, for 3.5%. The total rate increase shall be for 7%.

Section 11. PRESENTATIONS AND WARRANTIES OF CONTRACTOR

The Contractor makes the following representations and warranties:

11.1 Organization, Power, and Authority. Contractor is a corporation duly organized and validly existing under the laws of the State of Florida, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

11.2 Due Authorization; Binding Obligation. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby and the consummation of the transactions contemplated hereby have been duly executed and delivered by Contract and is a valued and binding obligation of Contractor enforceable in accordance with its terms.

Section 12. DEFAULT

In the event either Party defaults in the performance of any obligations to be performed by it hereunder, the non-defaulting party shall give the other written notice of each default, specifying with particularity the default complained of: In the event that the defaulting party fails or refuses to cure each default, or to commence the cure of each default, within thirty (30) days from receipt of such notice, then the non-defaulting party, may at its option, sue for specific performance, sue for damages, terminate this Agreement, or otherwise, pursue all its legal and available remedies.

Section 13. PERMITS AND LICENSES

Contractor shall obtain, at its own expense, all permits and licenses required by law or

ordinance and maintain the same in full force and effect.

Section 14. INSURANCE REQUIREMENTS AND PERFORMANCE BOND

14.1 Certificate. During the life of this Agreement, Contractor shall procure and maintain insurance of the types and to the limits specified below. Contractor shall provide County with a certificate of insurance evidencing the required coverage and naming the County as an additional insured on all but the Workers' Compensation coverage. Cancellation or modification of said Insurance shall not be effected without thirty (30) days prior written notice to County. Contractor shall require each of its subcontractors to procure and maintain, until completion of that subcontractor's work is covered by the protection afforded by Contractor's insurance. It shall be the responsibility of Contractor to ensure that all its subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

Except as otherwise stated, the amounts and type of insurance shall conform to the following minimum requirements:

14.2 Workers' Compensation. Contractor shall provide and maintain during the life of this Agreement, at his own expense, Workers' Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance with a limit of $100,000 each accident.

14.3 Comprehensive General Liability. Contractor shall provide and maintain during the life of the Agreement, at his own expense Comprehensive General Liability and shall have County as additional insured. Coverage must be afforded on as form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

Minimum limits of $300,00 per occurrence combined single limit for bodily injury liability and property damage liability.

Premises and/or operations.
Independent contractors.
Products and/or completed operations.

14.4 Business Automobile Policy. Contractor shall provide and maintain during the life of the Agreement, at his own expense, Comprehensive Automobile Liability Insurance Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of $250,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Owned vehicles.
Hired and non-owned vehicles.
Employer's non-ownership.

14.5 Contractor shall provide County with a performance bond in the amount of Fifty Thousand Dollars ($50,000) for the faithful performance of this Agreement.

Such security may be issued for a period shorter than the term of the Contract, but no less than one year. If a bond is issued, it may be extended by continuation certificate executed by the Surety, at the option of the Surety for an additional annual term. Neither non-continuation by the Surety, nor failure, nor inability of the Contractor to file acceptable replacement security shall constitute a loss recoverable under the bond. Failure of the Contractor to furnish and maintain adequate security shall be considered a material default by the contractor, but not the surety.

In the event of a default under this provision by the Contractor, without terminating the Contract and in addition to other equitable, legal, and contractual remedies available to it, may withhold further payment for services until such time as security meeting the requirements of this Section is delivered by the Contractor and accepted by the County.

Section I5. BOOKS AND RECORDS

County shall have the right upon reasonable notice to inspect and review Contractor's books and records regarding Contractor's performance of services hereunder. County shall maintain such records in a confidential manner to the extent permitted by law.

Section 16. SEVERABILITY.

If any provisions of the Agreement shall be declared illegal, void, or enforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 17. Corporate Presence. The Parties agree that the relationship is one where a corporate presence is appropriate. To that end, the Contractor agrees to provide $15,000.00 each year to the County as charitable support for County initiatives.

Section 18. Miscellaneous Provisions.

A. Notice: Notice shall be provided to the following individuals. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier

service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

For the County:

For the Waste Pro:

Loyd Childree
264 Commerce Lane
Midway, Florida 32343

B. WAIVER

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

C. GOVERNING LAW, VENUE AND SEVERABILITY

The rights, obligations, and remedies of the parties under this Agreement shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Gadsden County, Florida. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

D. AUTHORITY

The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

E. PARAGRAPH HEADINGS

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

F. ATTORNEYS' FEES

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).

G. PUBLIC RECORDS LAW: In accordance with Florida Statutes Section 119.0701, The Contractor shall comply with all public records laws, and shall specifically:

a. keep and maintain public records required by the COUNTY to perform the service.

"Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the COUNTY. The Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.

a. Upon request from the COUNTY's custodian of public records, provide the COUNTY, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format compatible with the information technology systems of the COUNTY.

b. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term.

c. Upon completion of the contract, transfer, at no cost, to the County all public records in the Contractor's possession or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE COUNTY.

d. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.

IN WITNESS WHEREOF, the Gadsden County Board of County Commissioners and Waste Pro have executed this Agreement, effective on the Effective Date as provided herein.

SIGNED BY:	SIGNED BY:
_____	_____
Ronterious Green	(print name)
Chairman	
Gadsden County Board of County Commission	Waste Pro

ATTESTED TO:

_____
Nicholas Thomas
Clerk of the Court
Gadsden County Florida
Date:

Exhibit A

Special Wastes

Special Waste are those that are above and beyond the normal limits of every day house keeping and maintenance. Examples of Special Waste include but are not limited to:

1. Tire, batteries, paint, chemicals, and solvents.
2. Hazardous wastes such as acids, fuels, oils, etc.
3. Yard waste generated from a tree surgeon or lawn service;
4. Construction and Demolition Debris.
5. Oversized Waste of any Type
6. Propane Tanks
7. Storm Debris
8. Loose Un-Containerized materials
9. Any Materials Requiring Special Handling

The collection of Special Wastes will be priced upon application and billed separately to the customer.

Exhibit B: Rates Schedule

Waste Pro of Florida, Inc.

Bid Submission Form

Gadsden County Solid Waste Collection Bid RFP Number 09-08

Residential Subscription Service Collection Charges

Single Family Curbside (To include Recycling)

$ 12.75 Option One -1 Time Per Week Collection With Roller Container

$ 2.00 Yard Waste And Bulk Pickup – One Time Per Month

$ 14.75 . Total Monthly Rate •

Commercial Service Collection Charges

	1x/Week	2x/Week	3x/Week	4x/Week	
1 - 90 Gallon Container	$ 17.00	$ 34.00	$ 51.00	N/A	
2 -90 Gallon Containers	$ 25.50	$ 51.00	$ 76.50	N/A	
3 - 90·Gallon Containers	$ 34.00	$ 68.00	$ 102,00	N/A	
2 Yard Container	$ 55.00	$ 110.00	$ 165.00	$ 220.00	
4 Yard Container	$ 100.00	$ 200.00	$ 300.00	$ 400.00	
6 Yard Container	$ 135.00	$ 270.00	$ 405.00	$ 540.00	
8 Yard Container	$ 170.00	$ 340.00	$ 510.00	$ 680.00	

Rural Waste Site Service Collection Charges

	1x/Week	2x/Week	3x/Week
1 - 90 Gallon Container	$ 17.00	$ 34.00	$ 51.00
2 - 90 Gallon Containers	$ 25.50	$ 51.00	$ 76.50
3 - 90 Galion Containers	$ 34.00	$ 68.00	$ 102.00
2 Yard Container	,$ 55.00	$ 110.00	.$ 165.00
4 Yard Container	$ 100,00	$ 200,00	$ 300.00
6 Yard Container	$ 135.00	$ 270.00	$ 405:00
8 Yard Container	$ 150.oo	$ 290,00	$ 425.00

Roll off Services (Including The Gadsden County/ Dump Site Recycling Containers)

Charge Per Delivery	100,00
Charge -Per Pull	$ 185.00
Charge Per Ton	$ 29.50
Rental Fee per Cont/Month	$ 85.00

FUND	DEPARTMENT	ACCOUNT	ACCOUNT TITLE	PERIOD	YEAR	DATE	T/C		RECEIPTS	DESCRIPTION
2010										
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	9	10	06/30/10	24	$	19,381.67	JAN-MAR' 10 WASTE PRO
001- GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	10	10	07/27/10	24	$	20,570.85	APR-JUN' 10 WASTE PRO
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	13	10	11/09/10	19	$	21,194.90	JUL-SEP' 10 WASTE PRO
2011										
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	4	11	01/31/11	354	$	21,298.97	WASTE PRO/4TH QTR 2010
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	7	11	04/30/11	673	$	22,307.60	WASTE PRO/1ST QTR 2011
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	10	11	07/22/11	979	$	22,832.91	2ND QTR- WASTE PRO
001- GENERAL FUND	001 - GENERAL FUND	3237001	WASTE MANAGEMENT	13	11	09/30/11	556	$	22,564.78	3RD QTR-WASTE PRO
2012										
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	4	12	02/01/12	24	$	24,039.29	4TH QTR 11- WASTE PRO
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	7	12	04/30/12	24	$	24,098.51	1ST QTR 12 WASTE PRO
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	10	12	07/23/12	24	$	24,728.79	2ND QTR 12-WASTE PRO
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	13	12	10/31/12	19	$	24,840.01	3RD QTR 12 WASTE PRO
2013										
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	5	13	02/20/13	24	$	24,506.27	1ST QTR '13
001 - GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	7	13	05/03/13	24	$	24,436.74	2ND QTR '13
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	10	13	08/06/13	24	$	24,020.94	3RD QTR '13
2014										
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	5	14	02/20/14	24	$	46,258.32	10/13-1/14 FRANCHISE FEE
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	6	14	03/28/14	19	$	(46,258.32)	REVERSE REC 529
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	6	14	03/28/14	19	$	23,292.07	JUL-SEP'13
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	6	14	03/28/14	19	$	22,966.25	OCT-DEC'13
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	7	14	04/29/14	24	$	22,531.15	JAN-MAR'14 FRANCHISE FEE
001- GENERAL FUND	001- GENERAL FUND	3237001	WASTE MANAGEMENT	10	14	07/29/14	24	$	22,624.92	APR-JUN'14 FRANCHISE FEE
								$	412,236.62	

Board of County Commissioners
Agenda Request

Date of Meeting: November 19, 2024

Date Submitted: November 15, 2024

To: Honorable Chairman and Members of the Board

From: Edward Dixon, County Administrator
Thornton Williams, County Attorney

Subject: City of Gretna Request to Enter into an Interlocal Agreement for the ownership transfer of Unimproved Roadway Known as Clifford Johnson Road

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Statement of Issue:

This agenda item seeks Board approval of an Interlocal Agreement (Attachment 1) for the ownership transfer of an unimproved roadway known as Clifford Johnson Road, owned by Gadsden County and execution of a proposed right of way deed, deeding the unimproved roadway to the City of Gretna. (Attachment 2).

Background:

In late 2022, the City was contacted by an engineering firm representing Loves Travel Stops and Country Stores Center who shared with the City that Loves was conducting due diligence research on Gadsden County Parcel Number 3-11-2N-5W-0000-00443-0100. The engineering firm communicated that a successful due diligence evaluation would result in Loves purchasing the parcel for the development of a Loves Travel Center.

Prior to communicating with Loves, Gretna city staff was engaged in discussions with a large manufacturing company that was interested in locating a facility on a parcel near the Loves parcel. From both discussions City staff made application to the Florida Commerce for a Rural Infrastructure Grant to extend water and sewer service, extend an electrical service line, pave Clifford Johnson Road, and construct a master storm water facility to serve the parcels already zoned for commercial activity. After Loves' acquisition, Gretna's consulting engineering firm began working in partnership with Loves's engineering firm to design the needed infrastructure for both Loves and the remaining commercially zoned parcels in the area.

The City submitted a driveway connection permit to the Florida Department of Transportation (FDOT). After responding to several Public Records Request from FDOT in connection with the permit, the City was informed by FDOT that Gretna had met all of the requirements for the issuance of the permit but

would need permission from Gadsden County to construct the road and connect the roadway to State Road 12 prior to the issuance of the permit.

The property that makes up Clifford Johnson Road was part of a taking by the State of Florida in the 70's for construction of Interstate 10. In 1978, after the interstate's construction was complete, FDOT transferred ownership of the excess access roadways in the vicinity of the I-10 construction site to Gadsden County.

In doing its due diligence, the County engaged a survey company to conduct a survey of the property to ensure that the transfer of the Roadway was the legal description provided. Upon the completion of the survey, the survey company has provided an updated legal description that ensures that the County is only transferring the legal description of the roadway to the City of Gretna.

Analysis:

Florida Statutes 335.0415 (3) states that "Public roads may be transferred between jurisdictions *only* by mutual agreement of the affected governmental entities."

Florida Statues 163.01 Florida Interlocal Cooperation Act of 1969 under subsection 17 states "…*any agreement entered into pursuant to this section, any public agency or separate legal entity created by interlocal agreement may, in its discretion, grant, sell, donate, dedicate, lease or otherwise convey, title, easements or use rights in real property, including tax-reverted real property, title to which is in such public agency or separate legal entity, to any other public agency or separate legal entity created by interlocal agreement. Any public agency or separate legal entity created by interlocal agreement is authorized to grant such interests in real property or use rights without consideration when in its discretion it is determined to be in the public interest. Real property and interests in real property granted or conveyed to such public agency or separate legal entity shall be for the public purposes contemplated in the interlocal agreement and may be made subject to the condition that in the event that said real property or interest in real property is not so used, or if used and subsequently its use for such purpose is abandoned, the interest granted shall cease as to such public agency or separate legal entity and shall automatically revert to the granting public agency or separate legal entity……"*

The City is requesting an ownership transfer of Clifford Johnson Road from the County via an Interlocal Agreement. This action will allow the City to construct roadway improvements to include the construction of water and sewer lines, electrical, and stormwater facilities. Upon the recording of the deed, the City will take over the maintenance and all other responsibilities for the road, in perpetuity.

Staff proposes the following options and recommendations:

Fiscal Impact:

There is no fiscal impact to the County.

Options:

1. Approve the Interlocal Agreement and execution of right of way deed conveying ownership of Clifford Johnson Road to the City of Gretna.

2. Board Direction.

County Administrator's Recommendation:

Option 1.

Attachment

1. Interlocal Agreement
2. Area Map and Legal Description

From: rgmat@surfsouth.com
To: Thornton Williams
Cc: skippersurveying@yahoo.com; Roosevelt Morris
Subject: Re: access rd 2 off sr 12
Date: Friday, November 15, 2024 11:28:18 AM

Mr. Thornton Williams; November 14, 2024
Gadsden County Attorney

re; Access Rd No. 2 (Proposed Transfer to Gretna)

we will be unable to use the description furnished allegedly describing the proposed land transaction with the City of Gretna due to it not tracking the record boundaries per the Florida Dept of Transportation's transfer to Gadsden County in 1975 and also being incorrect because if it were used it would be overlapping the private property to the west by approximately 1 (one) foot. Therefor we will prepare a description that more accurately reflects the parcel acquired by Gadsden County from FDOT. We will do our best to promptly get you a document reflecting the same. We trust this suffices your needs concerning this matter, please feel free to contact us with any questions or concerns.

Respectfully submitted

R.G. Matthews, Surveyor
for T. Skipper, Surveyor

INTERLOCAL AGREEMENT BETWEEN GADSDEN COUNTY, FLORIDA AND CITY OF GRETNA, FLORIDA REGARDING A ROAD TRANSFER

THIS AGREEMENT made and entered into this ____day of _____ , 2024, by and between: **GADSDEN COUNTY, FLORIDA**, a political subdivision of the State of Florida, ("COUNTY"), by and through its Board of County Commissioners, and the **CITY OF GRETNA**, a municipal corporation existing under the laws of the State of Florida, ("CITY"), known individually as a "Party" and collectively, as the "Parties".

WITNESSETH:

WHEREAS, pursuant to Section 334.03(21), Florida Statutes (2024), a "Right-of-way" is defined as "land in which the state, the department, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility"; **and**

WHEREAS, pursuant to Section 334.03(22), Florida Statutes (2024), "Road" is defined as "a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel and all ferries used in connection therewith"; **and**

WHEREAS, pursuant to Section 334.03(8), Florida Statutes (2024), the "County road system" is defined as "all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System;"; **and**

WHEREAS, pursuant to Section 334.03(3), Florida Statutes (2024), the "City street system" is defined as "all local roads within a municipality, and all collector roads inside that municipality, which are not in the County Road System"; **and**

WHEREAS, pursuant to Section 335.01(1), Florida Statutes (2024), all roads which are open and available for use by the public and dedicated to the public use, according to law or by prescription, are hereby declared to be, and are established as, public roads; **and**

WHEREAS, pursuant to Section 335.01(2), Florida Statutes (2024), public roads shall be divided into four systems: (a) The State Highway System; (b) The State Park Road System; (c) The county road system; and (d) The city street system; **and**

WHEREAS, pursuant to Section 335.0415, (1), Florida Statutes (2024), the jurisdiction and responsibility for operation and maintenance of public roads is that which existed on June 10, 1995; **and**

WHEREAS, pursuant to Section 335.0415, (3), Florida Statutes (2024), public roads may be transferred between jurisdictions only by mutual agreement of the affected governmental entities; **and**

WHEREAS, Section 337.29(3), Florida Statutes (2024), provides that title to roads transferred pursuant to Section 335.0415 shall be in the government entity to which such roads have been transferred upon the recording of a deed or right-of-way map in the public records; **and**

WHEREAS, the Parties agree, as provided herein, to transfer a road from the COUNTY to the CITY ("Road Segment").

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the Parties that responsibility for the operation, maintenance, planning, design and construction of the Road Segment be transferred to the CITY and any future maintenance responsibilities and improvements shall belong to the CITY.

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

1. The above recitals are true and correct and incorporated herein.

2. The Parties acknowledge that the COUNTY has title to that certain public road, the ROAD SEGMENT (Exhibit A).

3. The COUNTY's jurisdiction, rights, interest and title, if any, and control of that particular segment of that public road, as defined in Sections 334.03 (22), and 335.01(1), Florida Statutes (2024), is transferred and conveyed to the CITY and upon said transfer and conveyance shall become a part of the City's Street System, as defined in Section 335.01(2), Florida Statutes (2024).

4. The CITY agrees to accept the ROAD SEGMENT in its present condition, in its "as is" state, and agrees that the COUNTY has made no promises regarding the condition of the ROAD SEGMENT.

5. Upon the completion of said transfer, all maintenance and operational responsibilities, and any other responsibilities, liabilities, or costs associated with said ownership of the ROAD SEGMENT shall be borne the CITY, from that date forward, including maintenance responsibilities for stormwater facilities as identified in Section 334.03(22).

6. Upon the completion of said transfer, the COUNTY shall not be responsible for any maintenance and operational responsibilities for the ROAD SEGMENT.

7. Within fifteen (15) days of the execution of this agreement by both Parties, the COUNTY shall file right-of-way maps which are substantially the same as those attached hereto as Composite Exhibit A.

8. In accordance with Section 337.29, (3), Florida Statutes (2024), upon the recording of the right-of-way maps, the CITY accepts all legal rights, responsibilities, and obligations with

respect to the Road Segment, including but not limited to the operation, planning, design, construction, improvement, and maintenance including stormwater drainage and facilities, including mitigation sites, within and appurtenant to the rights-of-way transferred herein and the permitting associated therewith. The CITY shall also have the same governmental, corporate, and proprietary powers with relation to the Road Segment as the CITY has with relation to other public roads and rights-of-way within the CITY's City Street System.

9. The COUNTY does not have any utilities located within the road segments which are being transferred as part of this agreement.

10. As limited by Section 768.28, Florida Statutes, the Parties shall remain responsible for any tort liability for any actions arising out of their prior maintenance of any Road Segment and in accordance with Section 337.29, Florida Statutes (2024), the COUNTY shall remain responsible for any tort liability for any actions arising out of the COUNTY's use of the Roadway Segment prior to the recording of the right of way map transferring the Road Segments to the City Street System.

11. Except as otherwise provided herein, the CITY and the COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages, and causes of action that may be brought against either party pursuant to this Agreement.

12. The CITY and the COUNTY shall each individually defend any action or proceedings brought against their respective agencies pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof.

13. Nothing herein is intended to serve as a waiver of any immunity from or limitation of liability that either the CITY or COUNTY are entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

14. Nothing herein shall be construed as consent by the COUNTY or CITY to be sued by third parties in any matter arising out of this Agreement.

15. Whenever one of the Parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. The Parties designate the following as the respective places for giving notice:

For the COUNTY:
County Administrator
Gadsden County Board of County Commissioners
Post Office Box 1799
Quincy, Florida 32353

For the CITY:
City Manager
City of
Post Office Box 220
Gretna, FL 32332

16. **Miscellaneous Provisions.**

a. Entire Agreement. CITY and COUNTY agree that this is the entire agreement between the Parties regarding the transfer of jurisdiction and ownership of the Road Segment. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the roadways transferred herein and there are no commitments, agreements, or understandings as to the roadways subject to this Agreement that are not contained in this document.

b. Amendment or Modification of Agreement. This Agreement cannot be modified or amended without the express written consent of the Parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity therewith. Nothing herein shall prevent CITY and COUNTY from transferring additional roadways in the future by amendment to this Agreement or by the execution of separate agreement.

c. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

d. Non-Wavier of Strict Performance. The failure of either party to insist upon strict performance of any terms of this Agreement shall not be considered a waiver of any provisions set forth herein and shall not prevent enforcement of this Agreement.

e. Non-Assignable. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties nor shall any attempt to make such assignment be void.

f. Execution in Counterparts. This Agreement may be executed in one or more

counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

g. Incorporation of Exhibits. The exhibit attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibit hereto.

h. Effective Upon Filing. This Agreement shall become effective upon the filing with the Clerk of the Circuit Court for Gadsden County as required by Florida Statutes, Section 163.01

i. Venue. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any state court action pertaining to this Agreement shall lie solely in the county or circuit courts in and for Gadsden County, Florida and shall lie solely in the U.S. District Court, Northern District of Florida, for any federal court action.

j. Prompt Notification. The COUNTY and CITY shall each promptly notify the other of the receipt of any third- party claim involving, or resulting from, either party's jurisdiction, operation, or maintenance of any Road Segment. Both Parties agree to fully cooperate with each other to investigate and resolve any such claims, including but not limited to providing all necessary documents showing ownership, jurisdiction, maintenance, and/or operational activities for the Road Segment prior to their transfer pursuant to this Agreement. Any time prior to the recording of the right-of-way map in accordance with Paragraph 3 the CITY or COUNTY may elect to terminate this Agreement by notifying the other party and this Agreement shall be of no further force or effect.

k. Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

1) The singular of any word or term includes the plural;

2) The masculine gender includes the feminine gender; and

3) The word "shall" is mandatory, and "may" is permissive.

l. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused these presence to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

CITY OF GRETNA
A municipal corporation of the State of Florida

By: _____
Gary Russ, Jr., Mayor

BY: _____
Antonio Jefferson, City Manager

Approved as to form and legal sufficiency:

By:_____
City Attorney

ATTEST: CITY CLERK

By: _____
Karen Condry (Seal)

GADSDEN COUNTY, FLORIDA by and through its Board of County Commissioners

By: _____
_____, Commission Chair

Approved as to form and legal sufficiency:

By:_____
County Attorney

ATTEST: Nichlos Thomas, Clerk of Court

By: _____
(Seal)

EXHIBT A

LEGAL DESCRIPTION

[ATTACHMENT 2]

This Instrument Prepared By:

Name: *Harold M. Knowles, Esquire*
Knowles & Randolph, P.A.
Address: *528 East Park Avenue*
Tallahassee, Florida 32301

Parcel Identification #: _____

----------SPACE ABOVE THIS LINE FOR PROCESSING DATA-------SPACE ABOVE THIS LINE FOR RECORDING DATA----------

THIS RIGHT-OF-WAY DEED Made the ___ day of _____, A.D. 2024 by and between GADSDEN COUNTY, FLORIDA BOARD OF COUNTY BOARD OF COUNTY COMMISSIONERS, a Political Subdivision of the State of Florida (hereinafter referred to as the "Grantor") and the CITY OF GRETNA, FLORIDA, a Florida Municipal Corporation (hereinafter referred to as Grantee") whose mailing address is P.O. Office Drawer 220, Gretna, Florida 32332-0220.

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all right, title, interest and claim in all that certain land situate to be used and held by the Grantee for street, road, right-of-way for public transportation, repair and maintenance, installation of infrastructure, public utilities and purposes incidental thereto, in GADSDEN County, State of FLORIDA, viz:

[SEE ATTACHED LEGAL DESCRIPTION]

SUBJECT TO: Covenants, restrictions, and easements of record, if any, however this reference thereto shall not operate to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantee, its heirs and assigns forever.

AND said Grantor, for said Grantor, its heirs, successors, executors and administrators, covenant with Grantee, and with its heirs and assigns, that Grantor is lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all liens, exceptions and encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years; and that Grantor will, and its heirs, executors and administrators shall, warrant and defend the same to said Grantee, and its heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has executed and delivered this Right-of-Way Deed under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GADSDEN COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

By: _____
Its Duly Authorized Representative

Title: _____

_____
WITNESS SIGNATURE

_____
Printed Name of Witness

_____
Witness Address

_____
Witness Address

_____
WITNESS SIGNATURE

_____
Printed Name of Witness

_____
Witness Address

_____
Witness Address

DRAFT

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____ [ ] who has produced a _____ as identification **OR** [ ] who is personally known by me.

Witness my hand and official seal in the County and State last aforesaid this __ day of _____, A.D. 2024.

_____
Notary

Signature

_____
Printed Notary

Name

{Notary Public Seal}

DRAFT

RESOLUTION NO. 2025-006
(Declared Local State Of Emergency)

WHEREAS, the Gadsden County Board of Commissioners met on September 24, 2024, and considered the substantial emergency condition which may be caused by Hurricane Helene, that became a category 4 hurricane and because of such, adopted Resolution No. 2024-036 declared a Local State of Emergency; **and**

WHEREAS, Hurricane Helene damaged property of citizens of Gadsden County; **and**

WHEREAS, on September 23, 2024, Governor Ron DeSantis issued Executive Order 24-208, declaring a state of emergency in multiple Florida counties, including Gadsden County.

WHEREAS, Pursuant to section 252.38, Florida Statutes, the County has jurisdictional authority over the entire county for emergency management purposes; and

WHEREAS, section 252.38(3)(a)(5), Florida Statutes, limits the duration of local states of emergency to 7 days, and

WHEREAS, recovery efforts in the county are not complete from the damage of Hurricane Helene.

NOW, THEREFORE, BE IT RESOLVED AND DECLARED as follows:

BE IT RESOLVED, that Gadsden County, Florida is hereby extends the local state of emergency adopted by the Board on September 24, 2024, declaring a Local State of Emergency, as provided herein.

BE IT RESOLVED, that due to the continuous existence of the emergency, due to Hurricane Helene, the Board of County Commissioners took action to adopt this Resolution without notice being published in local newspapers.

BE IT RESOLVED, that the Board of County Commissioners hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided by section 252.38, Florida Statutes; **and**

BE IT RESOLVED, that while the Local State of Emergency continues to exist, the County shall have the power and authority to carry on those activities set forth in section 252.38, Florida Statutes, including but not limited to: appropriate and expend funds; make contracts; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victim of any emergency; and direct and coordinate the development of the emergency management plans and protocols in accordance with the plans and policies set forth by the Federal and State Emergency Management agencies; and to appoint, employ, remove, or provide, with or

without compensation, coordinators, rescue teams, fire and police personnel, and other emergency management workers; and

BE IT RESOLVED, that while the Local State of Emergency continues to exist, the County shall have the power to establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations; and

BE IT RESOLVED, that while the Local State of Emergency continues to exist, the County shall have the power to assign and make available for duty the offices and agencies of Gadsden County, including the employees, the property or equipment thereof relating to firefighting, engineering, rescue, health, medical and related services for emergency operation services, as the primary emergency management forces of the political subdivision for employment within or outside the political limits of the subdivision; and

BE IT RESOLVED, that while the Local State of Emergency continues to exist, the County shall have the power to request State assistance or invoke emergency-related mutual-aid assistance by declaring a Local State of Emergency in the event of an emergency affecting only one political subdivision; and

BE IT RESOLVED, that while the Local State of Emergency continues to exist, the duration of this State of Emergency declared locally is limited to seven (7) days from the date of this Resolution; and

BE IT RESOLVED, that this Resolution extends Resolution 2024-036, and may be extended as necessary, in seven-day increments; and

BE IT RESOLVED, that while the Local State of Emergency continues to exist, pursuant to Chapter 2, Article II, Division 2, Section 2-42(f) of the Gadsden County Code of Ordinances, the County may call emergency meetings which bypass the notice conditions required by the Code. Such emergency meetings shall not be required to be held at the normal meeting times as set forth in the Code; and

BE IT RESOLVED, that while the Local State of Emergency continues to exist, the Gadsden County Board of County Commissioners hereby empowers the Chairman, or in his absence or unavailability, the Vice-Chairwoman, of the Gadsden County Board of County Commissioners (or their designated representative) with the following powers:

To appoint, employ, remove, or provide, with or without compensation, coordinators, rescue teams, fire and police personnel, and other emergency management workers; and

To establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations; and

To assign and make available for duty the offices and agencies of Gadsden County, including the employees, the property or equipment thereof relating to firefighting, engineering, rescue, health, medical and related services for emergency operation services, as the primary emergency management forces of the political subdivision for employment within or outside the political limits of the subdivision; and

To request State assistance or invoke emergency-related mutual-aid assistance by declaring a local State of Emergency in the event of an emergency affecting only one political subdivision. The duration of this State of Emergency declared locally is limited to **seven (7) days**; it may be extended (or terminated) as necessary by the Chairman or Vice-Chairwoman of the Gadsden County Board of County Commissioners (or his/her designee), in seven-day increments, without further affirmative action from the Board; and

To take any additional action he (or his designee) deems necessary effectuate and promote the continued health and safety of the County while this state of emergency is in effect.

EXPIRATION

This Resolution shall expire as set forth hereinabove, except that if such State of Emergency is extended, this order shall also be deemed to extend for the duration of such extension. This order may be cancelled earlier by action of the Gadsden County Board of County Commissioners.

By Special Order of the Gadsden County Board of County Commissioners on this **5th** day of **November** 2024.

BOARD OF COUNTY COMMISSIONERS
GADSDEN COUNTY, FLORIDA:

By: _____
Ronterious Green
Chairman

ATTEST:

By: _____
Nicholas Thomas
Clerk of the Circuit Court

NICHOLAS THOMAS
GADSDEN COUNTY
CLERK OF CIRCUIT COURT
FLORIDA