BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING AGENDA
May 6, 2025 at 6:00 PM
Edward J. Butler Governmental Complex
9-B East Jefferson Street
Quincy, Florida

AGENDA

1. **Call to Order**

2. **Invocation**

3. **Pledge of Allegiance**

4. **Amendments to the Agenda**

   Request to Pull Item 11.d. Under General Business: Approval to Accept the Donated Boat Ramp on Iron Bridge Road

   Requesting to Add Item 11.f. Under General Business: Board Approval to Begin the Negotiation Phase with Proposers Responding to Request for Qualifications RFQ25-02

5. **Approval of Agenda.**

6. **Awards, Presentations and Appearances**

   6.a Recognition of the Big Bend Rodeo
   (Gadsden County Board of County Commissioners)

   6.b Recognition of Ms. Aliza Hutley
   (Gadsden County Board of County Commissioners)

7. **Consent**

   7.a Ratification Memo
   (Clerk of Court)

7.a..Ratification Memo.pdf

7.b BOCC Meeting/Workshop Minutes:
7.b.1. April 1, 2025, BOCC Regular Meeting
7.b.2. April 3, 2025, Public Safety Coordinating Council Meeting
7.b.1..20250401 Regular Meeting MIN_unbound.pdf
7.b.2..20250403 Public Safety Coordinating Council Meeting Notes_unbound.pdf

7.c Code Enforcement Lien Satisfaction
(Roosevelt Morris, Interim County Administrator / Donny Young, Code Enforcement Officer)
7.c..Code Enforcement Lien Satisfaction.pdf

7.d Approval of the State of Florida Department of Revenue Child Support Program Standard Sheriff's Contract
(Roosevelt Morris, Interim County Administrator)
7.d..DOR _BOCC.pdf

7.e Approval of 2024 Older Americans Act Program III Amended Contract
(Roosevelt Morris, Interim County Administrator / LaToya Fryson, Director of Elderly Affairs)
7.e..2024 Older Americans Act.pdf

7.f CareerSource Capital Region Interlocal Agreement Amendment
(Roosevelt Morris, Interim County Administrator)
7.f..CareerSource Amendment.pdf

7.g A Resolution of the Board of County Commissioners of Gadsden County, Florida, Expressing Its Support for the Designation of Rural Area of Opportunity (RAO), Formerly Known as Rural Area of Critical Economic Concern (RACEC)
(Roosevelt Morris, Interim County Administrator)
7.g..Resolution Op FL.pdf

7.h Approval of Settlement Agreement with Coombs/Geathers/Lawson v. Gadsden County Board of County Commissioners
(Louis J. Baptiste, Esq., Interim County Attorney)
(MATERIAL TO BE PROVIDED)

7.i Approval of the Community Development Block Grant (CDBG) RWQ 25-01 Asbestos Inspections of Private Residential Dwellings
(Roosevelt Morris, Interim County Administrator / Sonya Burns, SHIP/CDBG Housing Coordinator)
7.i..Asbestos Agreement.pdf

7.j Approval of the 'Old Courthouse Renovation 2nd Phase' Agreement (No. 25.h.sc.100.009) issued by the Department of State.
(Roosevelt Morris, Interim County Administrator / Kassandra McGlonn, Grants Manager)
7.j..Courthouse Renovation.pdf

7.k Approval of the Comprehensive Vulnerability Assessment Agreement (No. 23PLN40) Amendment No. 1 presented by the Department of Environmental Protection

(Roosevelt Morris, Interim County Administrator / Kassandra McGlonn, Grants Manager)
7.k..Comp Vulnerability Assessment.pdf

7.l Adopt-A-Road Agreement with the Gadsden County 4-H Saddle Club
(Roosevelt Morris, Interim County Administrator / Curtis Young, Public Works Director)
7.l..Adopt a Road.pdf

7.m Approval of 2025 Small County Consolidated Waste Grant Application with the Florida Department of Environmental Protection (DEP)
(Roosevelt Morris, Interim County Administrator / Curtis Young, Public Works Director)
7.m..Small County WASTE Application.pdf

7.n Approval of Donation to Crossroad Academy
(Roosevelt Morris, Interim County Administrator)
7.n..Crossroad Academy.pdf

8. Items Pulled for Discussion

9. 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.

10. Public Hearing

11. General Business

11.a Approval of Resolution 2025-028 Grant Budget Amendment for FY2025
(Roosevelt Morris, Interim County Administrator / Rose Raynak, Director of Finance / Trudei Porter, Finance Director for the Clerk of Court)
11.a..Grant Budget Amendments.pdf

11.b Appointments for the Small County Coalition
(Roosevelt Morris, Interim County Administrator)
11.b..SCC.pdf

11.c Approval to Confirm the EMS Director
(Roosevelt Morris, Interim County Administrator)

11.c..Cofirmation of EMS Director.pdf

11.d ~~Approval to Accept the Donated Boat Ramp on Iron Bridge Road (Louis J. Baptiste, Interim County Attorney / Roosevelt Morris, Interim County Administrator)~~
(MATERIAL TO BE PROVIDED)
ITEM REQUESTING TO BE PULLED

11.e Approval of Supplemental Questions for the County Administrator Position Application
(Roosevelt Morris, Interim County Administrator / Jeronda Robinson, Human Resources Manager)
11.e..Supp Questions.pdf

11.f Board Approval to Begin the Negotiation Phase with Proposers Responding to Request for Qualifications (RFQ) 25-02 Professional Architectural/Engineering (AE) Services for the Public Safety Complex
(Roosevelt Morris, Interim County Administrator / Rose Raynak, Finance Director)
ITEM REQUESTED TO BE ADDED
ITEM TO BE ADDED_ Agenda Item RFQ 25-02 A_E Public Safety Project Approval to Negotiate Cost-Contracts.pdf

12. Clerk of Court

Updates
(Nicholas Thomas, Clerk of Court)

13. County Attorney

Updates
(Louis J. Baptiste, Interim County Attorney)

14. County Administrator

Updates
(Roosevelt Morris, Interim County Administrator)

15. Discussion Items by Commissioners

15.a. Commissioner Alonzetta Simpkins, District 2
15.b. Commissioner Shawn Wood, District 3
15.c. Commissioner Brenda A. Holt, District 4
15.d. Commissioner Ronterious Green, District 5
15.e. Commissioner Eric F. Hinson, District 1

16. Motion to Adjourn

17. Receipt and File

Nicholas Thomas

Gadsden County, Florida

Clerk of the Circuit Court

Clerk of the County Court

Clerk to the Board of County Commissioners
County Recorder
County Auditor

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: NICHOLAS THOMAS, CLERK

RE: RATIFICATION OF APPROVAL TO PAY COUNTY BILLS

DATE: April 22, 2025

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

Accounts Payable Dated: April 3, April 4, April 11, April 15

Payroll Dated: April 17, May 1

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

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

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

AT A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON APRIL 1, 2025 AT 6:00 P.M., THE FOLLOWING PROCEEDING WAS HAD, VIZ:

Present: **Eric F. Hinson, Chair, District 1**
Ronterious Green, Vice-Chair, District 5
Alonzetta Simpkins, District 2
Shawn Wood, District 3
Brenda A. Holt, District 4
Roosevelt Morris, Interim County Administrator
Louis Baptiste, Interim County Attorney
Adriana Quijada, Deputy Clerk
Leann Jinks, Assistant BOCC Secretary

1. Call to Order, Invocation and Pledge of Allegiance

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

4. Amendments to the Agenda

Mr. Morris stated to add 11.g, Approval of task order for integrity group.

Mr. Morris requested to pull item 6.b, Recognition of the 2025 Havana Mega Reunion (Gadsden County Board of County Commissioners), and item 11.e, Board Direction for Gadsden County Road Striping Projects.

Commissioner Holt requested to add for discussion the healthcare bus, and the PAMS program.

COMMISSIONER HOLT MADE A MOTION TO APPROVE THE AMENDMENTS AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE TO APPROVE.

5. Approval of Agenda

COMMISSIONER GREEN MADE A MOTION TO APPROVE THE AGENDA WITH THE AMENDMENTS AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE TO APPROVE.

6. Awards, Presentations, and Appearances

6.a Recognition of the 2024 Big Bend Rodeo Awarded Rodeo of the Year by the Professional Cowboys Association

Sharlee Whiddon appeared before the board and gave a brief description of the 2024 rodeo that received the recognition.

~~6.b Recognition of the 2025 Havana Mega Reunion (Gadsden County Board of County Commissioners)~~
Pulled.

6.c Recognition of Pastor Willie Lamb (Gadsden County Board of County Commissioners)
Pastor was not present, Chair Hinson stated they will recognize him at a later date.

7. Consent

COMMISSIONER GREEN MADE A MOTION TO APPROVE THE CONSENT AGENDA, AND COMMISSIONER SIMPKINS MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE TO APPROVE.

7.a Ratification Memo

7.b BOCC Meeting/ Workshop Minutes
7.b.1. March 4, 2025, Regular Board Meeting
7.b.2. March 6, 2025, Advisory Committee Workshop
7.b.3. March 10, 2025, Boys & Girls Club Workshop
7.b.4. March 13, 2025, Health Services Workshop
7.b.5. March 17, 2025, Summer Youth Workshop

7.c Approval and Signature(s) for Satisfaction of Special Assessment Lien

7.d Approval of the Finance Office to Process Payment to Fun Flicks for the Rental of the LED Screen Utilized at the Lake Talquin (18) Event

7.e Request for Monetary Support for the Relay for Life of Gadsden – American Cancer Society

7.f Approval of the Lease Agreement Renewal between the Gadsden County BOCC and the Marie Brooks Gallery, LLC for the building located at 11 W. Jefferson Street, Quincy, FL

8. Items Pulled for Discussion

9. Citizens Requesting to be Heard on Non-Agenda Items (3-Minute-Limit)
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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 Hinson read aloud the above statement.

Derrick Elias, P.O. Box 2171 Quincy, FL
Mr. Elias appeared and asked when they would develop a fire agreement between the City of Quincy and the County.

Mr. Elias mentioned the boys & girls club.

Denise Browning, 4130 FL-GA Hwy

Tony Hannah, P.O. Box 481

10. Public Hearing

10.a Public Hearing: Approval of Resolution 2025-025 Budget Amendment for FY2025

Mr. Morris presented the above item. This agenda item seeks Board approval of Resolution 2025-025, and authorization for the Interim County Administrator and Finance Director to complete and execute all budget amendments necessary to maintain a balanced budget for Fiscal Year 2025 BOCC budget.

Chair Hinson asked if anyone from public would like to speak, and nobody came forward.

COMMISSIONER HOLT MADE A MOTION TO APPROVE THE AGENDA ITEM, AND COMMISSIONER SIMPKINS MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE TO APPROVE.

10.b Public Hearing: Public Comments and Input CDBG Recovery Housing Program Grant

Mr. Morris presented the above item. This agenda item is presented to the Board of County Commissioners (BOCC) to hold a Public Hearing during a regular scheduled BOCC meeting as required for grant application submittal to the Florida Department of Commerce.

Sonya Burns appeared to provide brief overview of the grant.

Andy Easton appeared and stated this was an advertised public hearing to explain what the grant is, as Ms. Burns explained already. It was also to ask the public if they had any comments on Community needs.

Chair Hinson asked if this should be done in the community or regular public meeting; Mr. Baptiste stated it should be done in the regular scheduled public meeting.

Commissioner Green asked if they could tell the needs from the meeting they already had from the public hearing, and Ms. Burns stated she did not have the needs request at this time, but she could provide that.

Ms. Burns stated the grant is due May 2nd, and the second public hearing is being held on April 15th.

Ms. Burns asked the board to give staff permission to apply for the CDBG grant.

Commissioner Green made a motion for options 1, 2, and 3 – Commissioner Green rescinded his motion.

COMMISSIONER SIMPKINS MADE A MOTION TO GIVE ADMINISTRATOR AND STAFF AUTHORIZATION TO WRITE CDBG GRANT, AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE TO APPROVE.

11. General Business

11.a Funding Request for Dr. Camron Browning

Mr. Morris presented the above item. This agenda item seeks Board approval for a funding request for Dr. Camron Browning.

Commissioner Green asked Mr. Morris to tell where the funding is coming from; mentioned email from Clerk and stated it needed attention.

Chair Hinson stated Clerk questioned who Finance Director was and where funds were coming from.

Mr. Morris stated finance director was able to find money from summer youth program since the summer youth program had been reduced from 300 to 150 youth participants.

Commissioner Green stated they should be saving that money; would rather the money go into a pot than spend it.

Commissioner Wood stated they should have a closer relationship with the Clerk.

Chair Hinson stated this was a commitment to Dr. Browning.

Commissioner Holt stated her concerns with funding this as they had a healthcare workshop the week before and they have not gotten back to the providers that came and had requests.

Commissioner Wood stepped out at 6:38 p.m.
Commissioner Wood returned at 6:39 p.m.

Commissioner Green stated it would be unwise to vote without knowing the deliverables.

Commissioner Simpkins stated they had a workshop with all providers, and the providers stated their needs; they were not able to use indigent care funding for it.

Commissioner Simpkins asked if Mr. Baptiste spoke with Dr. Browning on deliverables and Baptiste stated yes.

Commissioner Simpkins stated it was not fair to hold this up, they need to just make a decision.

Shane Bozman, P.O. Box 2403 Havana, FL, Caroline Francis, K. Jones
In favor of approving item.

Denise Browning, Anthony Browning, 4130 FL-GA Hwy
In favor of approving item.

Yarnelle Matthis,
Hoped the board will approve this item, as she stated Dr. Browning saved her life and they need good quality healthcare in the county.

Mr. Baptiste stated they were approaching the time limit for this item.

Commissioner Holt stated she does want good healthcare but with no plan in place is what she has an issue with.

COMMISSIONER SIMPKINS MADE A MOTION TO COMMIT FUNDING CONTINGENT UPON THE CONTRACT BETWEEN THE COUNTY AND DR. BROWNING AND THE COMMISSION APPROVING THE CONTRACT AND COMMISSIONER WOOD MADE THE SECOND. THE BOARD VOTED 4-1 BY VOICE TO APPROVE. COMMISSIONER HOLT OPPOSED.

11.b Approval of the Summer Youth Application and Process

Mr. Morris presented the above item. This agenda item seeks Board approval for the 2025 Summer Youth Employment Program plan, which includes two potential start and end dates, program parameters, and associated costs. The program aims to provide job opportunities for students aged 14-19 who are residents of Gadsden County.

Commissioner Simpkins stepped out at 7:09 p.m.
Commissioner Simpkins returned at 7:10 p.m.

Commissioner Wood asked why they were paying youth $15 per hour when minimum wage is $13.

Chair Hinson stated it would make sense to go to $13 an hour.

COMMISSIONER GREEN MADE A MOTION FOR OPTION 1 WITH THE CHANGE OF $13 AN HOUR INSTEAD OF $15 AN HOUR AT 6 WEEKS AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE TO APPROVE.

11.c Approval to Confirm the Financial Director

This agenda item seeks Board confirmation of the appointment of Ms. Rose Raynak as the new Financial Director for the Gadsden County Board of County Commissioners' Management Services Department.

COMMISSIONER HOLT MADE A MOTION TO APPROVE THE AGENDA ITEM AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE TO APPROVE.

Rose Raynak, Financial Director, appeared before the board and stated she had been looking over the budgets and presented a PowerPoint.

11.d Community Development / Housing Report and Funding Request

Mr. Morris presented the above item. This agenda item seeks (BOCC) approval of $300,000.00 for housing rehabilitation and emergency repairs.

Sonya Burns appeared to provide an overview on the housing report.

Ms. Burns stated they have a funding request of $300, 000 for housing rehabilitation and emergency repairs.

Mr. Morris stated they will find a funding source and bring it back to the board.

Ms. Burns stated the $300k request is to pay the contractors for completed work, and to replace SHIP money that was used to match for USDA grants that have been applied for.

Mr. Baptiste stated Mr. Morris was asking to table the item as it still needs to come back for a budget amendment, so they need to make a motion and move on.

Commissioner Green asked Mr. Morris how soon they would be able to find the funding source; Mr. Morris stated by next meeting he should have identified a funding source.

Commissioner Simpkins asked what is the amount that is out right now; Ms. Burns stated they are asking for $300k because of invoices that are to be paid that are about $150k, and the funding to partner with USDA to clear up the 30-35 emergency applications.

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

~~**11.e Board Direction for Gadsden County Road Striping Projects**~~
Item pulled.

11.f Funding Request for North Florida Rural Health

Mr. Morris presented the above item. This agenda item seeks Board approval to provide funding to North Florida Rural Health Corporation.

Dr. Traci Thompson from North FL Rural Health appeared online via zoom to request a onetime $300k to provide better services.

Commissioner Wood stepped out at 7:55 p.m.
Commissioner Wood returned at 7:56 p.m.

Commissioner Holt asked about the low-income pool.

Kyle Kwik from North FL Rural Health appeared online via zoom.

Chair Hinson asked for Clerk to bring all minutes regarding North FL Rural Health.

COMMISSIONER WOOD MADE A MOTION TO TABLE THE ITEM AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE TO APPROVE.

11.g Approval of Task Order for Integrity Group

Mr. Morris presented the above item. This agenda item is presented to the Board for approval of The Integrity Group's Task Order (TO) #2024-03.E1 for the continuation of FEMA Public Assistance Disaster Recovery and Florida Division of Emergency Management (FDEM) F-ROC Abatement Services.

Commissioner Wood made a motion to approve the agenda item and Commissioner Holt made the second with discussion.

COMMISSIONER WOOD MADE A MOTION TO APPROVE THE AGENDA ITEM AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE TO APPROVE.

11.h Discussion of PAMS Program

Commissioner Holt stated she requested items be added to the agenda, but then was told Chair Hinson had removed said items, so she asked why Chair Hinson had the items removed from the agenda.

Chair Hinson stated it would only be fair to get all information first from clerk and then discuss it and that's why he had the items removed.

Mr. Baptiste stated he and Commissioner Holt had already talked on this subject and referenced the ordinance 2021-015.

Commissioner Green stepped out at 8:25 p.m.
Commissioner Green returned at 8:29 p.m.

COMMISSIONER HOLT MADE A MOTION FOR A WORKSHOP FOR THE PAMS PROGRAM AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD VOTED 5-0 BY VOICE TO APPROVE.

11.i Discussion of Healthcare Bus

Commissioner Holt stated she wants a workshop on this.

Chair Hinson requested all minutes related to the Healthcare bus be provided to the board.

Commissioner Simpkins stated the bus is a great need, but there is a lot of confusion surrounding it.

Tony Hannah appeared before the board and spoke on the need of the healthcare bus.

Mr. Baptiste stated he will prepare memo regarding healthcare bus, PAMS program, and the health council.

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

12. Clerk of Court

No updates.

Commissioner Green stated would like for emails from clerk to be sent days before the meeting.

13. Interim County Attorney

Mr. Baptiste mentioned advisory committee meeting, and stated he took minutes for the meeting.

Mr. Baptiste stated the committee requests to look at all applications, as it was limited to only applications approved by Human Resources. He stated at this time Human Resources needed direction from the board on if the committee should receive all applications or just the 19.

Mr. Baptiste stated the Committee did not feel like they could pick 10 people to recommend from the 19 they have to pick from.

Mr. Baptiste stated committee would like the ability to interview the candidates before sending them to board.

Commissioner Green stated he was not in favor of the committee looking over 100 applications.

Commissioner Green stepped out at 9:06 p.m.
Commissioner Green returned at 9:07 p.m.

Mr. Baptiste stated citizen advisory committee will meet tomorrow and will have a formal vote regarding their requests and how they want to proceed with the process.

Commissioner Wood stepped out at 9:11 p.m.

Mr. Baptiste stated the county received the report from governor relating to the DOGE committee and he was asking for a motion to be made giving chair ability to sign letter drafted by staff responding to the governors' concerns.

COMMISSIONER HOLT MADE A MOTION TO GIVE CHAIR HINSON THE ABILITY TO SIGN THE LETTER DRAFTED BY STAFF RESPONDING TO THE GOVERNORS' CONCERNS AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD VOTED 4-0 BY VOICE TO APPROVE.

Mr. Baptiste mentioned the fire agreement and the boys & girls club contracts.

Mr. Baptiste mentioned SHADE meeting for threat of pending litigation, and he does intend to schedule it.

Commissioner Wood returned at 9:15 p.m.

14. Interim County Administrator
No updates.

15. Discussion Items by Commissioners

15.a Commissioner Alonzetta Simpkins, District 2

Commissioner Simpkins mentioned bulky item pick up in her district is on April 7th.

Commissioner Simpkins stated she is hosting a spring event on April 19th from 10-2 at the Havana community park.

Commissioner Simpkins stated she would like to schedule a time for the board to sit down and go over their strategic plan and setting smart goals.

Commissioner Simpkins mentioned bonds and stated the federal government is talking about taking that away.

15.b Commissioner Shawn Wood, District 3

Commissioner Wood stated it bothers him the way people look and react when he tells people he is a commissioner, and he thinks it starts with the board and how they act. He stated they need to figure out how to be kind and courteous.

Commissioner Wood stated he is ready to get shovels in the ground for the list of projects they have.

Commissioner Wood stated if they are going to be successful, then it starts there with the board.

Commissioner Wood stated he didn't understand why some of the employees were required to attend meetings when the board didn't even talk about their area/department.

15.c Commissioner Brenda A. Holt, District 4

Commissioner Holt asked for clarity on putting items on agenda.

Mr. Baptiste stated based on the language of the ordinance; The county administrator shall provide a tentative agenda to Chair Hinson who shall then set the agenda for the board.

Commissioner Holt stated when she has employees coming to her about problems, she tells the employees to go the administrator, but when she has employees coming to her saying they have commissioners coming to them, then she tells them how to handle it in house and who they should go to. Commissioner Holt stated they as commissioners are not to be telling staff what to do.

Chair Hinson stated they can ask a staff member a question, they just cannot tell staff what to do.

15.d Commissioner Ronterious Green, District 5

Commissioner Green mentioned Boys & Girls club contract and moving locations. Wanted to know the process. He was nervous about it funding wise.

Mr. Morris stated the grant states that the Boys & Girls club must be in City of Quincy.

Commissioner Green asked about the clearing of the 52-acre property and Mr. Morris stated it was just for appearance's sake.
Commissioner Green stated April 28-May 1 is the clean-up dates for district 5.

15.e Commissioner Eric F. Hinson, District 1

Chair Hinson mentioned having a meeting about bonds.

Chair Hinson stated he wanted to schedule a date for a board retreat.

Chair Hinson stated the bulky item pick up in district 1 is still going on but stops Thursday, and it is only in unincorporated areas.

Chair Hinson stated they had talked about Public Works being aloud to work four 10-hour days but wasn't sure where that stood, and Mr. Morris stated he gave direction to the Public Works director last month to be able to work four 10-hour days.

16. Motion to Adjourn

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR HINSON DECLARED THE MEETING ADJOURNED AT 9:51 PM.

GADSDEN COUNTY, FLORIDA

_____

Eric F. Hinson, Chair
Board of County Commissioners

ATTEST:

_____

NICHOLAS THOMAS, Clerk

AT A MEETING OF THE PUBLIC SAFETY COORDINATIONG COUNCIL HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON APRIL 3, 2025 AT 3:00 P.M., THE FOLLOWING PROCEEDING WAS HAD, VIZ:

Present:

Eric Hinson, Chairman
Kathy Garner, County Judge
Jevin Matthews, CareerSource
Maddie Berret, Apalachee Center
Jasmine Queen, Apalachee Center
Brylan Jacobs, Department of Corrections
Darlene Rollins, Public Defender
Temeka Rollins, Probation Manager
Keith Parker, Chair of Big Bend Re-entry Coalition
James Beville, Assistant State Attorney
Adrian Boles, Disc Village
Colonel Barkley, Gadsden County Sheriff's office
Captain McWhite, Gadsden County Jail

Louis Baptiste, Interim County Attorney
Adriana Quijada, Deputy Clerk
Leann Jinks, Assistant BOCC Secretary

Welcome and Introductions
Chair Hinson called the meeting to order and went into introductions.

Everyone introduced themselves to the group.

Election of Council Chair
Mr. Jacobs made a motion for Mr. Hinson to remain the chair and Mr. Beville made the second. The council voted 9-0 by voice to approve.

Review of Purpose and Statutory Requirements
Temeka Rollins presented this item. Ms. Rollins stated the council meets for the purpose of assessing the population status of all detention or correctional facilities owned or contracted by the county and formulating recommendations to ensure that the capacities of such facilities are not exceeded. Such recommendations include an assessment of the availability of pretrial intervention or probation programs, work-release programs, substance abuse programs, gain-time schedules, applicable bail bond schedules, and the confinement status of the inmates housed within each facility owned or contracted by the county.

Report on the Present Condition of the Jail – Facilities Maintenance, Jail Maintenance, and the Building Department

Roosevelt Morris appeared to represent the building department.

Mr. Morris stated they recently repaired the HVAC unit; changed some locks due to them being old; overall the jail is in working condition.

Chair Hinson asked if county refurbished building in last 10 years; Mr. Morris stated they work on it annually and a lot of money is put into it every year.

Mr. Parker asked about touring the jail facility; Captain McWhite stated she will address this when she speaks.

Jail Population Report/ Overview of the Jail Work Camp – Captain McWhite, Gadsden County Jail

Captain McWhite appeared and stated she was the Jail administrator.

Captain McWhite stated the jail is 35 years old as of April 1, 2025, and the biggest challenge they face is salary for the employees.

Captain McWhite stated the annual inspection was done and has passed inspection in past 4 years 100%.

Captain McWhite stated the challenges they face within the jail: more mental inmates, medical disabilities, more contraband like cellphones, shanks, and drugs, along with overcrowding.

Captain McWhite stated anyone can come and tour the jail.

Chair Hinson asked about the jail work camp; Captain McWhite stated there is only 1 at this time doing work camp.

Mr. Beville asked if Captain McWhite has a breakdown on misdemeanor charges; Captain McWhite stated she did not have one.

Ms. D. Rollins asked about procedures relating to inmates being of harm to themselves; Captain McWhite stated the inmate gets put in confinement, have hourly checks, get checked on by the nurse, but if the behavior continues, they reach out to the judge to get an order to send inmate to PATH.

Colonel Barkley appeared; Ms. Rollins asked him about deputies taking inmates having a mental episode with just a misdemeanor to Apalachee, and he stated yes that is the procedure.

Colonel Barkley stated they do not have to arrest the individual, and just have to take them to Apalachee.

Mr. Jacobs asked about the percentage of violation of probation inmates; Captain McWhite stated it was 96.6%.

Ms. D. Rollins asked for clarification on the percentage numbers, and Captain Mcwhite stated 3.3% are sentenced felonies.

Gadsden County Jail – Pretrial and Re-entry Report – Colonel Barkley and Ms. Murphy, Re-entry Coordinator, Gadsden County Jail

Ms. Murphy appeared to talk about re-entry and gave an overview.

Mr. Jacobs asked about average length of stay, and Ms. Murphy stated some individuals have been there for 2 years due to waiting to be sentenced.

Mr. Parker asked about rate of mental health and Colonel Barkley stated they applied for a grant to help with mental health as there is a high percent of individuals with mental health.

Judge Garner stated for misdemeanor court, they do not have a backlog, but she can't speak for the attorneys.

Ms. Queen asked about pre-trial services and stated she sees it next to their name (Apalachee Center) but they don't offer those services; Colonel Barkley stated it is a needed program as it gets inmates out of jail and they lost their pre-trial individual at the jail but are in the process of hiring for that position.

Mr. Matthews asked how soon inmates start re-entry; Colonel Barkley stated immediately after entering jail they fill out paperwork.

Overview of the Gadsden County Work Program – Temeka Rollins, Probation Division Manager

Ms. T. Rollins provided an overview of this program. She stated Adrienne Boles was present.

Ms. T. Rollins stated the benefits of the Work Program is jail cost savings.

Ms. T. Rollins stated the program is still available and severely underused.

Overview of the Apalachee Mental Health Pretrial Services – Amanda Chandler and Jasmine Queen, Apalachee Center Inc., Director and Associate Director of Residential and Forensic Services

Ms. Chandler and Ms. Queen appeared to provide an overview of the services offered by the Apalachee Center.

Mr. Jacobs asked if this program must be court ordered; Ms. Queen stated yes it does have to be court ordered.

Mr. Beville asked who pays for services offered by Apalachee Center; Ms. Queen stated insurance or if the individual does not have insurance, then the state pays for the services, so it is no cost to the individual.

Mr. Jacobs asked how many participants they can take on with this program; Ms. Queen stated as many as they can get referred.

Future Objectives

Ms. T. Rollins stated future objectives was for recommendations to bringing changes to the jail.

Chair Hinson mentioned small houses for re-entry program.

Ms. D. Rollins stated they have a large population of un-housed people, and there's not much resources for them.

Ms. Boles stated this was a very important meeting and it should be consistent.

Mr. Matthew asked if they should make a motion for being the council that is reported to by the Apalachee Center for their data findings.

Mr. Baptiste stated they need to look at the grant to see what the specific requirements are for their reporting.

Ms. Queen asked who she would need to send the copy of the grant to, and Ms. T. Rollins stated she would send Mr. Baptiste's contact information to her.

Questions/ Comments
No questions/Comments

Discuss Meeting Frequency and Schedule Next Meeting
Chair Hinson asked how frequent they want to meet.

Mr. Matthew stated once every 3 months.

Ms. T. Rollins stated July was a bad month for them as they have trainings; Chair Hinson stated they could look at that, then decide on a few dates, and get with everyone to get it scheduled.

ADJOURNMENT

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR HINSON DECLARED THE MEETING ADJOURNED AT 4:21 PM.

GADSDEN COUNTY, FLORIDA

_____
Eric F. Hinson, Chair
Board of County Commissioners

ATTEST:

_____
NICHOLAS THOMAS, Clerk

Board of County Commissioners
Agenda Request

Date of Meeting: May 6, 2025

Date Submitted: April 16, 2025

To: Honorable Chairperson and Members of the Board

From: Roosevelt Morris, Interim County Administrator
Donny Young, Code Enforcement Officer

Subject: Code Enforcement Lien Satisfaction

Statement of Issue:

This agenda item seeks Board approval and signatures to satisfy the Code Enforcement Violation Lien between the Gadsden County Code Enforcement Department and the Homeowner.

Analysis:

Per provision of Gadsden County Ordinance No.08-033, Section 4: DECLARATION OF PUBLIC NUISANCES, which prohibits and declares to be a public nuisance within Gadsden County when present, occurring or located on, in, under or upon any lot, tract or parcel of land located in Gadsden County.

Specifically, division (3) which list prohibited items such as junk litter, rubbish, garbage, refuse, debris, or trash including, but not limited to, household furnishings and abandoned, discarded or unused objects or equipment, such as automobiles, other vehicles, mechanical equipment, furniture, stoves refrigerators, freezers, cans or containers.

Background:

The County Magistrate, Stewart E. Parsons, found from the testimony of the then Code Enforcement Officer, Oliver Sellers, that according to the property appraiser's office, the property located at 5591 Bonnie Hill Road, Chattahoochee, FL 32324 was owned by Mary Jordan. The property was not occupied at the time, but a large quantity of accumulated junk and trash remained on the property, including an old travel trailer.

After hearing testimonies and reviewing evidence that was presented, the property was determined to be in violation of the Gadsden County public nuisance ordinance by Magistrate Parsons.

Magistrate Parsons issued his order as follows:

1) Mary Jordan had 15 days to remove and properly dispose of all trash and debris from the property and remove the travel trailer from the property.

2) In the event Mary Jordan fails to comply, Gadsden County would be authorized to take whatever action necessary to bring the property into compliance and then place a lien on the property for the cost of the removal.

3) Gadsden County could assess an additional cost of 250.00 plus interest in the cost incurred by bringing forth enforcement actions.

Fiscal Impact

None.

Option(s)

1. Approval of Code Enforcement Satisfaction and authorization for the Chairman to sign.
2. Do not approve.
3. Board direction.

Interim County Administrator Recommendation(s):

Option 1.

Attachments:

- Code Enforcement violation order
- Code Magistrate order of violation imposing Code Enforcement lien
- Copy of payment receipt paid by the owner

SATISFACTION OF CODE ENFORCEMENT LIEN

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Lien dated: September 27, 2013 property address 5591 Bonnie Hill Road, Chattahoochee, Fl 32324, Mary Jordan, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **CODE ENFORCEMENT PROGRAM,** which said lien is recorded in Official Records Book: **O.R. 784** at **Page 1025 and 1026**, of the public records of Gadsden County, Florida do hereby on this 4th day of April 2025, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 2025, by Eric F. Hinson and Nicholas Thomas, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

GADSDEN COUNTY NICHOLAS THOMAS
Instrument: 130007456 Recorded: 10/18/2013 10:09 AM

OFFICIAL RECORDS: 1 of 2
Book: 780 Page: 1495

Recording Fee: $18.50

875-8662

GADSDEN COUNTY BOARD OF
COUNTY COMMISSIONERS
DEPARTMENT OF BUILDING INSPECTION
DIVISION OF CODE ENFORCEMENT

IN RE: PARCEL NO. 2-15-3N-6W-0000-00413-1500
Record Owner: MARY JORDAN CASE NO. 13-073
/

ORDER

THIS CAUSE having come on for hearing on September 26, 2013 before the Code Enforcement Magistrate, and it appearing that a Notice of Code Violation was served on the owner of the above property by registered mail and was returned unclaimed, and thereafter a copy of the Notice was posted on the property as provided in Gadsden County Ordinance No. 2012-005, Section 3. (b) (2); and neither the Owner nor anyone on her behalf having appeared at the hearing; and the Magistrate having received sworn testimony from the Code Enforcement Officer, it is

FINDINGS OF FACT

The Magistrate finds from the testimony of Oliver Sellers, Code Enforcement Officer, that the records in the office of the Gadsden County Property Appraiser reflect that the property located at 5591 Bonnie Hill Road, Chattahoochee, FL 32324 is owned by MARY JORDAN. The property is not occupied, and there is a very large quantity of junk and trash on the property including the remains of an old travel trailer.

CONCLUSIONS OF LAW

The Magistrate has determined that the above conditions violate the following provisions of Gadsden County Ordinance No. 08-033, Section 4: DECLARATION OF PUBLIC NUISANCES., which prohibits and declares to be a public nuisance within Gadsden County when present, occurring or located on, in, under or upon any lot, tract or parcel of land located within Gadsden County:

* * *

(3) junk litter, rubbish, garbage, refuse, debris, or trash including, but not limited to, household furnishings and abandoned, discarded or unused objects or equipment, such as automobiles, other vehicles, mechanical equipment, furniture, stoves refrigerators, freezers, cans or containers; and

* * *

it is therefore

ORDERED AND ADJUDGED:

1. That MARY JORDAN, within fifteen (15) days from the date of service of this order, shall remove, and properly dispose of, all of the junk, debris, or trash, located on the property, including the remains of the old travel trailer.

2. In the event that MARY JORDAN shall fail to comply with the terms of this Order, then Gadsden County is hereby authorized to take all necessary action to remove and dispose of the property, and to place a lien against the property for the amount of the cost of removal and disposal of the above described items.

3. In addition to the costs of disposal and removal, costs in the amount of $250.00, representing the costs incurred by Gadsden County in bringing this enforcement action are hereby assessed against the Owner, and shall be paid within 30 days of the date of this Order, and may be included in the lien against the property to which Gadsden County is entitled. The Magistrate reserves the right to assess further fines and costs for the failure to comply with the terms of this order.

DONE AND ORDERED in Quincy, Florida, this 27th day of September, 2013.

STEWART E. PARSONS
Magistrate

Copies furnished to:
Board of County Commissioners, Department of Building Inspection,
Division of Code Enforcement
MARY JORDAN

GADSDEN COUNTY NICHOLAS THOMAS
Instrument: 140000602 Recorded: 01/24/2014 4:30 PM

OFFICIAL RECORDS: 1 of 2
Book: 784 Page: 1025

Recording Fee: $18.50

GADSDEN COUNTY BOARD OF
COUNTY COMMISSIONERS
DEPARTMENT OF BUILDING INSPECTION
DIVISION OF CODE ENFORCEMENT

IN RE: PARCEL NO.2-15-3N-6W-0000-00413-1500
Record Owner: Mary Jordan CASE NO. 13-073

ORDER OF VIOLATION IMPOSING CODE ENFORCEMENT LIEN

THIS CAUSE came before the Special Magistrate appointed by the Gadsden County Board of County Commissioners to hear code enforcement proceedings pursuant to Ch. 162, Florida Statutes, and Gadsden County Ordinance No. 2012-005, upon the Gadsden County Code Inspector's Notification and Affidavit of Non-Compliance with the Magistrate's Order dated 9-27-2013. The Initial Order was entered after a hearing on 9-26-2013. Notice of the violation and the hearing were properly served prior to the hearing; the Initial Order was properly served after the hearing; and the Notification and Affidavit was properly served following non-compliance. The Initial Order found that the property conditions constituted a violation of the Gadsden County Code of Ordinances, ordered the record owners of the property to correct the violation within fifteen (15) days, authorized Gadsden County to take action to correct the violation upon the property owners' non-compliance, and reserved jurisdiction to assess fines and costs for non-compliance. The Magistrate has reviewed the Notification and Affidavit and all filings and evidence submitted in this action, and after consideration of the evidence presented, the Magistrate finds that Gadsden County is entitled to an Order of Violation assessing costs and a fine against the record owners of the property in violation of the Gadsden County Code of Ordinances and the Magistrate's Initial Order. Due and legal service of process has been made on the record owners, and the Special Magistrate has jurisdiction of the parties in this cause and its subject matter. The Magistrate finds that the fine imposed is reasonable based on the gravity of the violation and the lack of action by the violators to correct the violation, and that the County is entitled to recover the fine pursuant to the statute and the ordinance. It is therefore

ORDERED AND ADJUDGED that Gadsden County, a political subdivision of the State of Florida, whose address is 9-B East Jefferson Street, Quincy, Florida 32353, recover from Mary Jordan, jointly and severally, as follows:

Demolition, Removal, and Disposal Costs:	$180.00
Assessed Costs of Enforcement, now taxed:	$380.19
Fine of $_____ per day for ___ days:	___0
TOTAL:	**$560.19**

which shall bear interest from the date of this Order at the prevailing statutory interest rate, for which let execution issue forthwith.

The Record Owners' last known addresses are as follows:

536 Hardaway Hwy.
Chattahoochee, Fl. 32324

Pursuant to Ch. 162, Florida Statutes, and Gadsden County Ordinance No. 2012-005, this Order shall be a lien on all property owned by Mary Jordan upon recording a certified copy of the Order in the official records. Mary Jordan shall be furnished with a copy of this Order at the below address and must request a hearing to challenge the Order and the resulting lien within 20 days from the date of entry of the Order. Upon Mary Jordan failure to request a hearing within 20 days from the date of entry of the Order, Gadsden County shall record a certified copy of this Order in the official records, and the Order shall be a lien on all property owned by Mary Jordan.

DONE AND ORDERED in Gadsden County, Florida, this January ~~15~~ 23rd, 2014.

Honorable STEWART E. PARSONS
Special Magistrate

Copies furnished to:

Gadsden County Board of County Commissioners,
Department of Building Inspection,
Division of Code Enforcement
9-B East Jefferson Street
Quincy, FL 32353

[Property Owner 1]
[address]

[Property Owner 2]
[address]

Turned in 4/4/25 @ 1:50pm

NICHOLAS THOMAS
GADSDEN COUNTY CLERK OF THE CIRCUIT COURT
P.O. BOX 1649 • QUINCY, FL 32351-5649 • (850) 875-8601

Receipt T - Nº 15181

Date: 4/4/25

THIS IS A TEMPORARY RECEIPT. A PERMANENT RECEIPT WILL BE MAILED TO YOU WITHIN 10 DAYS.
IF YOU DO NOT RECEIVE IT, PLEASE CONTACT THIS OFFICE.

AMOUNT	DESCRIPTION OR 784 pg 1025
$560.19	Gadsden County Code Enforcement
	Violation Pay Off amount per D. Young & R. Morris
	Case 13-073 - Mary Jordan
	Recorded Instrument 130007456 - OR 780 PG 1495
	OR Instrument 140000602 - OR 784 pg 1025

TOTAL $560.19 CASH ✓ CHECK/CC _____ CASE _____

NAME: Mary Jordan c/o V. Gupta

ADDRESS: 17962 Foxborough LN

CITY, STATE, ZIP: Boca Raton, FL 33496

DEPUTY CLERK SIGNATURE: [signature]

PERMANENT RECEIPT NO. _____ DATE _____

SPC•CD142•GCCCTR

Please call & let her know what next.

Jana Barnes 850-445-9297

Board of County Commissioners
Agenda Request

Date of	May 6, 2025
Meeting: Date	April 21, 2025
Submitted: To:	Honorable Chairman and Members of the Board
From:	Roosevelt Morris, Interim County Administrator
Subject:	Approval to Renew the Standard Contract between the State of Florida, Department of Revenue and the Gadsden County Board of Commissioners

Statement of Issue:

This agenda item seeks approval from the Board to accept the renewal of the standard contract between the Department of Revenue and the Gadsden County Board of County Commissioners.

The current contract, page 8 Section B, states that in accordance with Florida Statutes and upon mutual agreement, the Department and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the term of the Contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties and is contingent upon satisfactory performance evaluations and subject to availability of funds for this Contract. For this Contract, there shall be one (1) five (5) year optional renewal period. Please note that this is a sole source government contract.

Background:

This contract will provide continuous revenue to the Gadsden County Board of Commissioners. It will reimburse the County for the service of the Sheriff's office to promptly attempt services pursuant to Section 30.231, Florida Statutes, on all Title IV-D child support enforcement actions that are referred by the Department of Revenue or its designee. Under the provision of the law and the terms of this contract, the service provided by the Sheriff includes:

* Personal service of process, to include substitute service as authorized by law
* Service of subpoenas, except witness subpoenas
* Execution of Writs of Bodily Attachment

Analysis:

If approved, the renewal of this contract will begin on July 1, 2025 and end on June 30, 2030. The contract number for this agreement is CSU20.

Fiscal Impact:

Services under this contract are paid on a percentage basis; there is no set budget amount. The State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriation by the Florida Legislature with matching funds available by the Federal Government.

Options:

1. Approve to accept contract number CSU20 Renewal between the State of Florida, Department of Revenue and the Gadsden County Board of County Commissioners and authorize the Chairman to sign.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachments:

1. Contract and Renewal

Contract #_CSU20____

FLORIDA DEPARTMENT OF REVENUE
RENEWAL No.:1-5 of 5

THIS RENEWAL entered into between the State of Florida, Department of Revenue hereafter referred to as the "Department" and Gadsden County Board of County Commissioners hereafter referred to as the "contractor", shall begin on July 1, 2025 and end on June 30, 2030, for the following services: personal service of process, to include substitute service as authorized by law; service of subpoenas, except witness subpoenas, and execution of writs of bodily attachment in judicial cases.

It has been determined by the Department that it is in the State of Florida's best interest to renew this contract.

This contract renewal increases the contract total from $60,000 to $126,309.00 for a total increase of $66,309.00 for this renewal term, subject to the availability of funds.

This renewal is subject to the same terms, conditions and price set forth in the initial contract and subsequent amendments. Services are to be performed as specified in the contract. The provisions of Chapter 287, Florida Statutes, are incorporated herein by reference.

This renewal is hereby made a part of Contract #CSU20.

IN WITNESS WHEREOF, the parties hereto have caused this one (1) page renewal to be executed by their duly authorized officials herein.

CONTRACTOR:
Gadsden County Board of County Commissioners

SIGNED BY:_____
Authorized Signature

NAME: _____

TITLE: _____

DATE: _____

DEPARTMENT OF REVENUE

STATE OF FLORIDA

SIGNED BY:_____

NAME: Shannon C. Segers

TITLE: Director, Office of Financial Management

DATE: _____

Approved as to form and legal content
Florida Department of Revenue
Office of General Counsel

SIGNED: _____

DATE: _____

Not valid until signed and dated by both parties.

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STATE OF FLORIDA
DEPARTMENT OF REVENUE – CHILD SUPPORT PROGRAM
STANDARD SHERIFF'S CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Revenue, hereinafter referred to as the "Department," and Gadsden County Board of County Commissioners hereinafter referred to as the "contractor." As further agreed to and described in Section III. of this contract, this contract shall begin on July 01, 2020, or the date on which the contract has been signed by the last party required, whichever is later. It shall end on June 30, 2025. For this contract, there shall be one (1) five (5) year optional renewal period.

I. THE CONTRACTOR AGREES:

A. Contract Document

1. To provide services indicated on Attachment A in accordance with the terms and conditions specified in this contract. Purchase order(s) may be issued to the contractor annually. This Contract was established by the following procurement method: sole source government.
2. That the Contract document consists of all attached documents:

B. Governing Law

That this Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

C. Invoicing and Travel

1. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this Contract and authorized in advance by the Department's Contract Manager, to submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this Contract.
3. That invoices shall be submitted to the following address:

   sheriff_invoices@floridarevenue.com

   and

   a copy of the invoice will be emailed to the Department's Contract Manager at Kim.Clark@floridarevenue.com.

D. Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.
2. To retain, at no additional cost to the Department, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) years after completion of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Contract. If any such records are eligible for destruction under applicable record retention schedules before five (5) years after completion of the Contract the records may be destroyed with the prior written approval of the Department's Contract Manager.
3. Upon demand and at no additional cost to the Department, the Contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Contractor's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the Contract. 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 (850) 617-8347, or

email: Sarah.Wachman.Chisenhall@FloridaRevenue.com, or Mail to: PO Box 6668, Tallahassee, FL 32314-6668.

2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
3. To permit persons duly authorized by the Department to inspect Contractor facilities and information resources (computers, mobile computing and storage devices) relevant to this contract to ensure compliance with state and federal security controls.
4. To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, goods and services of the Contractor which are relevant to this Contract; and to interview any clients, employees and subcontractor employees of the Contractor to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Contractor a written report of its findings and where appropriate, a request for the Contractor to submit a corrective action plan (see § III.C.).
5. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (s. 20.055, F.S.), and/or the Auditor General (s. 11.45, F.S.) of Florida.
6. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions.

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Contractor, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof.
2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the Contractor's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Contractor not liable shall excuse performance of this provision. The Contractor shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the Contractor of a claim shall not release the Contractor from these duties. The Contractor shall not be liable for the sole negligent acts of the Department.
3. That it is an independent Contractor and not an agent or employee of the Department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s). By execution of this Contract, unless it is a state agency or subdivision as defined by s. 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the customers to be served under this Contract. Within five (5) business days of the execution of this Contract, the Contractor shall furnish to the Department's Contract Manager, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as may be specified in this Contract.

H. Safeguarding State and Federal Confidential Information

To comply with all applicable state and federal laws, regulations and security controls related to access and use of confidential information obtained from individuals, businesses, state and federal resource information systems, information systems of other agencies, and from any other person, whether the information is maintained within the Department's information systems or Contractor information system and devices or otherwise. Contractor acknowledges that the following managerial, operational and technical security controls are in place before and during Contractor or subcontractor staff access Department information sources.

1. Contractor shall restrict access to state and federal confidential information obtained under this Contract to staff authorized to perform their official duties under this Contract. Access and use of information is authorized only for the purposes described in this Contract. IF THERE IS ANY DOUBT WHETHER DISCLOSURE OF TAXPAYER OR CHILD SUPPORT PROGRAM INFORMATION IS AUTHORIZED, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the Department's Contract Manager who will discuss the question with the Department's Disclosure Officer within the Office of General Counsel.
2. All Contract terms relating to confidential information and data security apply to the Contractor, the Contractor's employees, agents, subcontractors and any other person who performs work under the Contract or subcontract.
3. Contractor facilities must have locks and other protective measures at all physical access points to prevent unauthorized access to computer and support areas containing state and federal confidential information at all times when not in use.

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4. Printed documents containing confidential information must be safeguarded in a locked container or facility when not in use and transported securely only for purposes directly related to performing the work under the Contract.
5. Contractor may not access or transmit state or federal confidential information obtained under this Contract remotely through unsecure commercial or public accesses.
6. Access to Federal Tax Information (FTI) is not provided under this Contract.

I. Assignments and Subcontracts

1. To neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of the Department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this Contract whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document. The Contractor further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, will defend the Department against such claims.
3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the Contract between the Contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Contractor and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the State of Florida approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. This Contract shall remain binding upon the successors in interest of either the Contractor or the Department.

J. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this Contract that were disbursed to the Contractor by the Department. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department's Contract Manager, on behalf of the Department, will notify the Contractor by letter of such findings. Should repayment not be made forthwith, the Contractor will be charged at the lawful rate of interest on the outstanding balance after Department notification or Contractor discovery.

K. My Florida Marketplace

That the State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement system. Pursuant to section 287.057, Florida Statutes, all vendors wishing to do business in Florida, must register through the MyFloridaMarketPlace website on the Internet unless exempt pursuant to 60A-1.031, F.A.C. Additionally, all payments made to a non-exempt vendor shall be assessed a Transaction Fee as described in 60A-1.031, F.A.C. (unless the fee is adjusted by the Florida legislature), which is paid to the State.

For payments made to the contractor through the State's accounting system (FLAIR or its successor), the Transaction Fee shall be, when possible, automatically deducted from the payments to the contractor. If automatic deduction is not possible, the contractor shall pay the Transaction Fee following the process outlined in Rule 60A-1.031(2), F.A.C. This rule requires the contractor to submit reports on a periodic basis which identify payments received from State entities and then to submit payment of the Transaction Fee accordingly. By submission of these reports and corresponding payments, the vendor certifies their correctness. All such reports and payments are subject to audit by the State or its designee.

The contractor shall receive credit for any Transaction Fee paid for the purchase of any item(s) if such item(s) are returned to the contractor through no fault, act, or omission of the contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the contractor in default and recovering re-procurement costs from the contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

L. Non-discrimination Requirements

That the Contractor will not discriminate against any employee in the performance of this Contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. The Contractor further assures that all subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those

participants or employees because of age, race, religion, color, disability, national origin, marital status, sex or genetic information. This is binding upon the Contractor employing fifteen (15) or more individuals.

M. Employment of Illegal Aliens

That unauthorized aliens shall not be employed by the Contractor. The Department shall consider the employment of unauthorized aliens a violation of s. 274A(e) of the Immigration and Nationality Act (8 USC 1324a). Such violation shall be cause for unilateral cancellation of this Contract by the Department.

That pursuant to Executive Order 11-02 signed on January 4, 2011, the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent Contractor and not as an officer, employee of the State of Florida, except where the Contractor is a state agency. Neither the Contractor nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.
2. That this Contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.
3. To take such actions as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. That the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Contractor, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract.
5. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the Contractor, the Contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Contractor.

O. Sponsorship

That as required by s. 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Revenue." If the sponsorship reference is in written material, the words "State of Florida, Department of Revenue" shall appear in the same size letters or type as the name of the organization. Such sponsorship is subject to the prior written approval of the Department.

P. Publicity

That without limitation, the Contractor and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Contractor's prospective customers.

Q. Final Invoice

To submit the final invoice for payment to the Department no more than 45 days after the Contract ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports, deliverables and tasks due from the Contractor pursuant to this Contract and necessary adjustments thereto have been approved by the Department.

R. Lobbying

To comply with the all applicable lobbying regulations, including ss. 11.062 and 216.347, F.S., which limit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

That pursuant to s. 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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 the 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 s. 287.017, F.S., for CATEGORY 2 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, Royalties and Rights to Products

1. That if activities supported by this Contract produce or develop any discoveries, inventions, writings (including books, manuals, films, etc.), sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department do so. Any and all patents or copyrights accruing under, or in connection with performance under, this Contract, are reserved to the State of Florida.
2. That the Contractor, if not a state agency, shall indemnify, save and hold the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Contractor in the performance of this Contract.
3 That the Department will provide prompt written notification to the Contractor of any claim of copyright or patent infringement as provided in s. 286.021, F.S. Further, if such claim is made or is pending, the Contractor may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract.

U. Emergency Preparedness

That upon request from the Department, the Contractor shall, within 30 days of the execution of this Contract, submit to the Department's Contract Manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, and an alternative recovery plan that will allow the Contractor to continue functioning in compliance with the executed Contract in the event of an actual emergency. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Contractor in order to assure implementation of agreed emergency relief provisions.

V. Criminal History Records Checks

That the Department requires national criminal history record checks on all contractors' employees or subcontractor staff that have access to Revenue facilities, confidential or sensitive information, or information systems, unless formally waived or exempted in writing by the Department.

That the requirements for such checks are outlined in *Attachment H – Criminal History Record Check Requirements.* This document is required for all contractors' who have not been waived or exempted from the criminal history record check process.

That Contractors' employees shall be subject to new criminal history record checks every five (5) years from the prior criminal history record check as long as the contract is in effect.

That the Department reserves the right to require criminal history record checks at any time during the life of the contract. The contractor agrees to submit to any criminal history record checks upon written request from the Department. The cost of performing the criminal history record checks shall be borne by the contractor.

That the Contractor shall utilize the CHRC fingerprinting entity designated by the Department and understands that the results from the inquiry will be reported directly to the Department. All CHRC results are confidential and are used for the sole purpose of determining suitability to work.

That during the term of the contract, the contractor shall report to the Department in writing by sending an email to CHRCcontractors@FloridaRevenue.com, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any contractors' employees or subcontractor staff assigned to this contract within one (1) business day of contractor's knowledge. The notice shall include the contractor's name, the contractor's employee's name, and the location and nature of the alleged violation. The Department reserves the right to immediately suspend or terminate contractors' employees access if it is determined that the alleged violation conflicts with the scope of work described in this contract.

That the refusal of Contractor (or its individual employees or subcontractors) to comply with this section of this contract may result in the immediate termination of the contract.

That it is the responsibility of contractors' employees to contest, to their employer, any disqualification for work based on an alleged violation.

W. Access to Department Information Resources and Facilities

1. Any time during the life of the Contract, the Contractor may submit a request for specific authorized access to Department information resources and facilities for Contractor and subcontractor staff. Resources and facilities to which specific authorized access may be requested include but are not limited to:
    - Office Buildings
    - Restricted Rooms within Office Buildings
    - Restricted Data
    - Department Intranet
    - Department Network
    - Data Management Systems such as CAMS and SUNTAX
2. The Contractor shall submit in writing all initial requests (and changes) for access to Department facilities and information sources to the Department's Contract Manager five (5) business days in advance of the requested effective date. The written request must include the name, position title, telephone number, E-mail address, and purpose for the access or change to access. Upon receipt of the request, the Department's Contract Manager determines the appropriateness of each request.
3. The Contractor shall maintain a list of all persons accessing Contractor facilities where equipment and information in whatever form is maintained. The list shall include the name, position title, telephone number, email address, and purpose for access. The list must be provided to the Department's Contract Manager within 10 days of the Contract effective date, and not less than annually thereafter. The Contractor shall provide the Department's Contract Manager a current, up-to-date list within two business days of request. The Contractor agrees and understands contract staff are prohibited from accessing the Department facilities, network and information resources until the Department's Contract Manager notifies the Contractor in writing access is approved.
4. Contractor shall notify in writing the Department's Contract Manager immediately whenever Contractor or sub-contractor staff are terminated or leave the employment of the Contractor without notice.
5. Contractor shall notify the Department's Contract Manager of a planned separation or reassignment or change to access previously granted to Contractor or subcontractor staff no less than five (5) business days in advance. The notification must include for each individual their name, position, telephone number, e-mail address, justification and nature of the change and effective date of the change.
6. In the event of a separation, reassignment or termination of Contractor or subcontractor staff, the Contractor must obtain and return all security identification and access devices given to the individual, and a written acknowledgement signed by the separating or terminated individual stating they understand they remain subject to the confidentiality provisions of this Contract, including but not limited to Section I.H.
7. Contractor and subcontractor staff must certify and provide documentation in advance of accessing the Department's information systems that all non-state owned equipment and devices accessing or storing information obtained under this Contract meet or exceed Federal technical security controls. All equipment and devices must have encryption and up-to-date anti-virus software. The Department shall verify these requirements are met no less than annually.
8. Contractor and subcontractor staff may not share usernames, passwords, mobile devices (i.e. USB) or access security devices provided by the Department for specific access to Department facilities and information resources. The Department will terminate access or require corrective action if sharing occurs.
9. Any mobile computing device used by the Contractor to maintain or process information under the Contract shall be encrypted by the Contractor.
10. The Contractor shall ensure that any mobile storage device used to maintain or process information under the Contract has encryption technology enabled so that all content is encrypted while in transit and at rest.
11. The Contractor will comply with agency information technology security policies. The Contractor will know and comply with rules adopted by the Agency for State Technology or successor organization.

X. Breach Reporting and Notification Responsibility

That the Contractor is subject to s. 501.171, F.S., which requires reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to $500,000 for failure to report timely. For persons affected by a breach who reside outside the state of Florida, the Contractor shall comply with the law of the State where the person resides.

If this Contract includes access or disclosure of state or federal Child Support Program information, the Contractor shall immediately, upon discovery, but in no case later than one hour after discovery notify the Department's Contract Manager and the Child Support Program Director of any suspected or confirmed incident involving unauthorized access and/or disclosure of state or federal Child Support Program confidential information.

Y. Reporting Fraud

That any detected or suspected fraudulent activity committed against the Department, using Department resources, or affecting Department services must be reported to the Department immediately in one of the following ways:

a. Using SUNTAX

Individuals with access to SUNTAX will report tax violations using the Create Lead Referral action item within SUNTAX.

b. Using Ethics Link

Individuals with access to the Department's intranet will select a fraud incident type within Ethics Link to submit a report.

- Directly to the Office of Inspector General by calling (850) 617-8152 or by email Sharon.Doredant@FloridaRevenue.com

No individual shall be retaliated against for reporting suspected fraudulent activity or participating in the investigation of suspected fraudulent activity.

The Department will pursue available legal remedies to recover losses, if appropriate. Legal actions will be taken against consultants, vendors, contractors, contractors' employees, or any other external parties and/or entities determined to be participants in fraud.

Z. Additional Requirements Due to Federal Funding

1. The Contractor shall comply with the provisions of 45 CFR part 75.
2. If this Contract is valued at greater than $150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (U.S.C. 7401-7671(g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. If this Contract contains federal funding more than $100,000, the Contractor must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment E. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Department's Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Department's Contract Manager.
4. Pursuant to 45 CFR 75.322(a), title to intangible property acquired under a Federal award vests upon acquisition to the non-Federal entity."

   Pursuant to 45 CFR 75.322(b), the Federal Department of Health and Human Services, Administration for Children and Families, "reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal Government purposes, and authorize others to do so."

   Pursuant to 45 CFR 75.322(c) the non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.

   Pursuant to 45 CFR 75.322(d), the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and, authorize others to receive, reproduce, publish, or otherwise use such data.
5. At all reasonable times for as long as records are maintained, the HHS awarding agency, Inspectors General, the Comptroller General of the United States and persons duly authorized by the Department pursuant to 45 CFR Part 75.364, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents
6. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature with matching funds made available by the Federal government.
7. For purposes of this Contract, the Contractor is not identified as a subrecipient under 45 CFR 75.351

AA. Prohibition of Scrutinized Companies

That in accordance with section 287.135, F.S., the Contractor certifies (by signing this contract) that the company is not on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and that it does not have business operations in Cuba or Syria; and that the company is not participating in a boycott of Israel. In the event, the contractor is placed on one of the scrutinized lists after execution of this contract, the contractor shall immediately report the action to the Department. If it is determined that a false certification was made by the contractor, the contractor is subject to the civil penalties and actions described in section 287.135(5), F.S.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted commodities and services according to the terms and conditions of this Contract in an amount estimated not to exceed **$60,000.00**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

B. Contract Payment

That pursuant to s. 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. With the exception of payments to health care contractors for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount.

Payments to health care contractors for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Contractor due to preparation errors will result in a non-interest-bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Contractor requests payment.

C. Vendor Ombudsman

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in s. 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

III. THE CONTRACTOR AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

That this Contract shall begin on **July 01, 2020**, or on the date which the Contract has been signed by the last party required to sign it, whichever is later. It shall end on **June 30, 2025**. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

B. Contract Renewal

That in accordance with Florida Statutes and upon mutual agreement, the Department and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the term of the Contract, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties and is contingent upon satisfactory performance evaluations and subject to availability of funds for this Contract. For this Contract, there shall be one (1) five (5) year optional renewal period.

C. Corrective Action Plan

1. That should the Department identify any deficiency based on Contract requirements, which the Department, in its sole discretion, deems to be of significant magnitude, the Department may notify the Contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the Contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Department requiring submission of a CAP. The CAP shall be sent to the Department's Contract Manager for review approval determination. 3. That the Department shall notify the Contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Department shall provide a written statement identifying in reasonable detail, why the Department believes the CAP will not result in correction of the cited deficiencies. The Contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the Contractor shall have, at the discretion of the Department, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Department does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Department's Contract Manager.
6. That the Contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the Contract, pursuant to the termination provisions set forth in this Contract. The Department reserves the right to exercise other remedies as permitted by law.

D Termination

1. That this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. The Department shall be the final authority

as to the availability and adequacy of funds. In the event of termination of this Contract, the Contractor will be compensated for any work satisfactorily completed.

3. That this Contract may be terminated for the Contractor's non-performance upon no less than twenty-four (24) hours' notice in writing to the Contractor. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of 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 and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
4. That failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Contractor under this provision, the Contractor must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.
5. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Department's Contract Manager or the representative of the Contractor responsible for administration of the program as appropriate.
6. That this contract shall be terminated if the Contractor is found to have been placed on the list of Scrutinized Companies as described in Section 287.135, Florida Statutes.

E. Renegotiations or Modifications

1. That modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.
2. That the parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws, or regulations make changes in this Contract necessary.

F. Notice

That any notice, that is required under this Contract shall be in writing and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Department to the representative of the Contractor responsible for administration of the program, at the designated address indicated in III.G.3 and by the Contractor, to the Department's Contract Manager indicated in III.G.4.

G. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:

   Gadsden County Board of County Commissioners

   P.O. Box 1799

   Quincy, Florida 32353

   850-875-8650

2. The name of the Contractor's contact person and street address where financial and administrative records are maintained is:

   Connie McClendon

   P.O. Box 1649

   Quincy, Florida 32353

   850-875-7079

   conniem@gadsdenclerk.com

3. The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this Contract is:

   Connie McClendon - Gadsden County Clerk of Court

   P.O. Box 1649

   Quincy, Florida32353

   850-875-7079

   conniem@gadsdenclerk.com

4. The name, address, and telephone number of the Department's Contract Manager for this Contract is:
   Kim Clark
   Florida Department of Revenue – Child Support Program
   2450 Shumard Oak Blvd Tallahassee, Florida 32399-0191
   850-717-6609

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.

H. All Terms and Conditions Included

This Contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this Contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒):

Applicable attachments: ☒ indicates the attachment applies to this Contract.		
	Attachment #	Attachment Title
☒	Attachment A	Scope of Work/Additional Provisions
☒	Attachment A, Exhibit 1	Monthly Invoice Excel Form
☒	Attachment A, Exhibit 2	Substantiating Report to Invoice
☐	Attachment B	Order of Precedence (and Contract Content)
☒	Attachment C (1)	Required Certifications (Non-Attorney)
☐	Attachment C (2)	Required Certifications (Attorney)
☐	Attachment D	Additional Provisions for Subrecipients of Federal Financial Assistance
☒	Attachment E	Certification Regarding Lobbying
☐	Attachment F	Required Training Courses
☐	Attachment G	Requirements for Contracts with Access to Federal Tax Information (FTI) (IRS Publication 1075 September 2016)
☐	Attachment H	Criminal History Records Check Requirement

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By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.H above.

In witness thereof, the parties hereto have caused this 17-page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR: **Gadsden County Board of County Commissioners**

SIGNED BY:

Anthony O. Viegbesie, Ph.D.

NAME: Anthony O. Viegbesie, Ph.D.

TITLE: Chairman

DATE: 4/13/2020 | 4:08 PM EDT

Contractor MFMP Vendor #
(Federal EID #)

FLORIDA DEPARTMENT OF REVENUE

SIGNED BY:

Clark M. Rogers

NAME: Clark M. Rogers

TITLE: Director, Office of Financial Management

DATE: 4/13/2020 | 4:29 PM EDT

FLORIDA DEPARTMENT OF REVENUE
Office of the General Counsel

Steven Brandacchi 3/27/2020 | 11:49 AM EDT

Approved as to form and legal content Date

DocuSign Envelope ID: EE4CD105-1728-4D15-9933-D59A2E570920

ATTACHMENT A

Scope of Work

A. General Provisions

1. The sheriff shall promptly attempt service of process and execution of writs of bodily attachments pursuant to Section 30.231, Section 61.11, and Section 409.2563(4), Florida Statutes, on all Title IV-D Child Support Enforcement judicial and administrative actions that are referred by the Department, or its designee.

2. The sheriff is to maintain sufficient staff, facilities and equipment to deliver the agreed upon services or to notify the Department 30 days in advance whenever the sheriff is unable, or is going to be unable, to provide the required quality or quantity of services.

3. Under the provisions of the law and the terms of this contract, the service provided by the sheriff includes:

   a. Personal service of process, to include substitute service as authorized by law.
   b. Service of subpoenas, except witness subpoenas
   c. Execution of Writs of Bodily Attachment

4. Subject to the terms and the provisions of 45 C.F.R., Part 75, the Department shall reimburse the contractor for expenditures made in accordance with the established Federal Financial Participation (FFP) rate, as stipulated in this contract, subject to the availability of funds and any related federal and/or state legislated changes.

B. Service of Process and Execution of Writs of Bodily Attachment

1. Manner of Service

   a. The sheriff should attempt to promptly obtain child support summons or writs of bodily attachment, and thereafter serve process or execute writs within seven (7) calendar days of receipt of the request. If process is not served or a writ not executed on the first attempt, the sheriff should make a minimum of two additional attempts within twenty-one (21) calendar days after receipt.

   b. Given the critical issue of effective and timely service of process and execution of writs in establishing and enforcing child support orders, it is incumbent upon the sheriff to attempt to serve or execute a writ at any address necessary to effect service. These attempts should include, but are not limited to, serving or executing a writ during employment hours at the respondent's place of employment, outside employment hours at the respondent's residence, or at any other additional address(es), when multiple addresses are provided by the Department or some other source. The sheriff should attempt service of process or execution of a writ at as many of the addresses provided and at different times as necessary.

   c. The Sheriff shall determine the most appropriate time to attempt service of process and execution of writs. Attempts may be made on nights or weekends. After a writ is executed the sheriff shall enter it into the FCIC system within three (3) business days.

   d. Within seven (7) calendar days of successful service of process, the sheriff shall provide the Department or its designee, and the Clerk of Court the sheriff's return indicating service has been perfected and the address.

   e. The sheriff's return of service should include:
      (1) The names of the respondent, the petitioner, and the Child Support Enforcement number.
      (2) How the process was served, i.e.: personal or substitute service. If substitute service, the relationship of the substitute to the person served or that the substitute resides in the person's normal place of abode.
      (3) A list of all papers served on the party.
      (4) Date and time of service of process attempts.
      (5) The reason(s) that service was unsuccessful.
      (6) Complete addresses where service of process was attempted if service is unsuccessful.

   f. Within seven (7) calendar days of the final attempt when service of process is unsuccessful, the sheriff shall provide the Department (or its designee) and the Clerk of Court the sheriff's return indicating service has not been perfected. The return should state the reason(s) for nonservice for each address attempted.

   g. If the location information on the request for service of process or writ of execution provided by the Department is incorrect, the Sheriff shall exercise due diligence in locating and serving or arresting the person.

h. Since the respondent is required to carry the purge payment receipt for 30 days, the sheriff should establish, audit, and monitor a procedure that will ensure removal, within thirty (30) calendar days, of all completed or rescinded writs from the Florida Crime Information Center (FCIC) telecommunications system in accordance with section 61.11(2)(e), F.S.

i. The contractor shall retain the prevailing local match rate when the person served pays court ordered costs for service of process or writ execution. The remaining match rate reduces the total bill to the Department for the month in which the person made the payment. The invoice must show the names of all persons who made payments.

2. Method of Payment

a. Only one request for payment may be submitted for each request from the Department for service of process or writ execution. The forms in Attachment A, Exhibits 1-2, must be used to send the monthly request for payment for services to the Department. The forms must be submitted to the Department by email as a Microsoft Excel attachment. Each monthly invoice must include an authorized signature certifying that service of process or writ of bodily attachment has been attempted and/or executed. The forms will be supplied to the appropriate Board or Sheriff's Office in Microsoft Excel format, and after completion each month are to be submitted to:

E-mail: sheriff_invoices@floridarevenue.com and a copy of the invoice will be emailed to the Department's Contract Manager at Kim.Clark@floridarevenue.com.

b. The invoice for payment must be received by the Department within 45 days after the end of the month in which services are rendered.

c. The contractor will be reimbursed for service of process for judicial and administrative actions at the prevailing rate of Federal Financial Participation in Title IV-D cases, 66% of the $20.00 fee ($13.20) for each service of process and 66% of the $70.00 fee ($46.20) for a writ of bodily attachment. These reimbursement amounts are the only allowable costs for reimbursement for service of process and writs of bodily attachment.

3. Services to be Performed by the Department

a. The Department of Revenue shall ensure that all papers to be served and writs to be executed are clearly identified as Title IV-D child support enforcement cases.

b. The Department shall provide to the sheriff the best-known address(es) where the person may be served, or the writ executed.

c. The Department shall provide the sheriff with Child Support Enforcement numbers (CSE #s) and names of the parties for the sheriff to enter on the Substantiating Report to Invoice form (Attachment A Exhibit 2).

d. The Department shall provide photographic images, if available, for service of process and execution of writs as authorized by section 322.142, Florida Statutes. Any re-disclosure, distribution, or copying of the photographic images and related information is prohibited.

D. Additional Terms and Conditions

1. Area of Service

The sheriff shall provide the services required by this contract throughout the county named on page one.

2 Modification of contract due to a change in Federal Financial Participation

If the rate of Federal Financial Participation changes during the term of this contract, the parties agree that reimbursement by the Department will be made at the new prevailing rate. The Department shall provide written notice of any change in the rate of Federal Financial Participation and the effective date.

3 Modification of Contract due to Statutory Fee Changes

If the statutory fees for service of process fee and/or execution of writs of bodily attachment change during the term of the contract, the Department shall reimburse at the prevailing rate of Federal Financial Participation based upon the new statutory fee(s). Changes are effective as of the effective date of the law.

4. Upon completion of service or writ activities, the photographic image(s) must be destroyed.

Attachment A, Exhibit 1

INVOICE

Gadsden County BOCC

Sheriff Service of Process (SOP) ***Contract #: CSU20***

Address line 1
Address line 2

Contact Person:
Phone #:
E-mail:
Date of Invoice: MM/DD/YYYY
Invoice Month/Yr.:

Sheriff Invoice #: (If any indicate)
Bill To: Florida Department of Revenue/Child Support Enforcement
Contract Management Invoice Section
Email Group: sheriff_invoices@dor.state.fl.us

Comments

Total SOP and Writs	DESCRIPTION	Unit Rate	Subtotal	Reimbursement Rate	AMOUNT
0	Service of Process	$20.00	$0.00	66%	**$0.00**
0	Service of Process Credits	($20.00)	$0.00	66%	**$0.00**
0	Writs (Warrants for Arrest)	$70.00	$0.00	66%	**$0.00**
0	Writs (Warrants for Arrest) Credits	($70.00)	$0.00	66%	**$0.00**
				Invoice Total:	**$0.00**

I certify the information above is true and correct
(***Typed electronic signature is acceptable***)

Signature: _____ Date: _____

To: FDOR Operational Accounting:

The above charges have been reviewed and are approved for payment:

Amount approved: _____

Date Approved: _____

FDOR-CSE Approval Certification Signature:

Attachment A, Exhibit 2

Total # of Service of Process	0
Total # of Writs	0
Grand Total of Services	0
Month and Year of Invoice (MM/YYYY)	January-00

Sheriff Service of Process & Writs Substantiating Report to Invoice
Gadsden County Sheriff Office
Contract Number: CSU20

Florida Department of Revenue		Defendant Information Person being served (Required)			Plaintiff Information (Required)			Date Received (Required) {mm/dd/yyyy}		
Child Support Enforcement Case Number (required)	**Activity Number**	**Last Name**	**First Name**	**Middle Initial**	**Last Name**	**First Name**	**Middle Initial**	**Services of Process**	**Writs**	**Document type**
										Administrative Proceeding Packet
										Order to Appear for Genetic Testing

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ATTACHMENT C (1)

Required Certifications – Non-Attorney

I, Anthony O. Viegbesie, Ph.D. as an authorized representative of the contractor certify that:

1. Statement of No Involvement

Neither I nor any person having interest in this firm has been awarded a contract by the Department of Revenue on a noncompetitive basis to:

a. develop this solicitation packet;

b. perform a feasibility study concerning the scope of work contained in this offer; or

c. develop a program similar to what is contained in this offer.

2. Agreement to the Contract Terms and Conditions

I have authority to execute a binding contract on behalf of the contractor and agree to the conditions and the terms of the contract contained in the solicitation.

3. Contract Cancellation or Failure to have Contract Renewed

Neither I nor the firm has had a contract canceled nor have I nor the firm failed to have a contract renewed by any governmental agency based on substandard or lack of performance.

If the prospective contractor is unable to certify to any of these statements in the certification regarding contract cancellation and renewal, such prospective contractor shall attach an explanation.

4. Child Support Obligations

I, Anthony O. Viegbesie, Ph.D., as an authorized representative of the contractor, certify that I and all staff in my firm assigned to this contract are, to the best of my knowledge, current and will remain current with respect to any and all court ordered child support obligations, including medical child support. I further certify that individuals, who are not current with respect to any and all court ordered child support obligations, including medical child support, will not be hired to work on this contract.

5. Compliance with State and Federal Tax Laws

I, Anthony O. Viegbesie, Ph.D., as an authorized representative of the contractor, certify that I, all staff in my firm assigned to this contract, and the firm, are, to the best of my knowledge, in compliance with all state and federal tax laws, and shall remain in compliance throughout the term of this contract. I further certify that individuals who are not in compliance with all state and federal tax laws will not be hired to work on this contract.

By: Anthony O. Viegbesie, Ph.D. Date: 4/13/2020 | 4:08 PM EDT

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ATTACHMENT E

Certification Regarding Lobbying
For Contracts, Grants, Loans and Cooperative Agreements

As provided by 45 CFR 75.215, recipients of Federal awards are subject to the restrictions on lobbying as set forth in 45 CFR Part 93, Appendix A the undersigned certifies, to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an 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.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

By: Anthony O. Vieghesie, Ph.D. *Date:* 4/13/2020 | 4:08 PM EDT

Board of County Commissioners
Agenda Request

Date of Meeting: May 6, 2025

Date Submitted: April 15, 2025

To: Honorable Chairman and Members of the Board

From: Roosevelt Morris, Interim County Administrator
LaToya Fryson, Elderly Affairs

Subject: Approval of 2024 Older Americans Act Program III Amended Contract

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Statement of Issue:

This agenda item is presented to the Board for approval for Board Chairman to sign the 2024 Amended Older Americans Act Title III program increase provided by the Area Agency on Aging for North Florida, Inc. (AAANF)

Background:

In July 2023, the Gadsden County Elderly Affairs Department was awarded the Older Americans Act (OAA) grant. Each year, the Area Agency on Aging for North Florida (AAANF), in coordination with the Florida Department of Elder Affairs, presents the OAA program contract for approval with a designated funding allocation. If additional funding becomes available, AAANF may reallocate those funds based on the specific needs of service areas.

Analysis:

In August 2024, the Area Agency on Aging for North Florida (AAANF) approved an increase to the previously allocated Older Americans Act (OAA) funds for the Gadsden County Elderly Affairs Department, thereby adjusting the original contract amount. The revised contract has been reviewed by the Elderly Affairs Department, the County Attorney, and the Interim County Administrator. These contracts follow the standard format provided by AAANF to all Planning Service Areas (PSAs).

Fiscal Impact:

There is no fiscal impact on signing this contract.

Options:

1. Approve the Older Americans Act 2024 amended contract provided by the Area Agency on Aging for North Florida, Inc., and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachments:

- 2024 Amended Older Americans Act Program Title III Contract

AREA AGENCY ON AGING FOR NORTH FLORIDA, INC.
CONTRACT AMENDMENT
OLDER AMERICANS ACT PROGRAM TITLE III (OAA)

THIS AMENDMENT, entered into between the **Area Agency on Aging for North Florida, Inc.**, hereinafter referred to as the "Area Agency" and the **Gadsden County Board of County Commissioners Elderly Affairs Department**, hereinafter referred to as the "Contractor", amends Contract Number BA024-38.

The purpose of this amendment is to: 1) Increase the contract amount by **$44,343.11**, revise and replace Paragraph 4, Contract Amount, and adjust services accordingly; 2) Revise and replace Attachment II, Exhibit 2; and 3) Revise and replace Attachment XIV, 2024 OAA Rate Schedule.

1. Paragraph 4. is hereby amended to read:

> **4. Contract Amount**:
> To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **$295,383.11** subject to the availability of funds. Any cost of services paid for under any other contract or for any other services are not eligible for payment.

2. Attachment II, Exhibit 2 is hereby replaced with a revised Attachment II, Exhibit 2 attached hereto.

3. Attachment XIV, 2024 OAA Rate Schedule is hereby replaced with a revised Attachment XIV, 2024 OAA Rate Schedule attached hereto.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this four (4) page amendment to be executed by their officials thereunto duly authorized.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS ELDERLY AFFAIRS DEPT.

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: FEBRUARY 1, 2025

Federal Tax ID: _____
Fiscal Year Ending Date: _____

AREA AGENCY ON AGING FOR NORTH FLORIDA, INC.

SIGNED BY: _____

NAME: LISA L. BRETZ

TITLE: EXECUTIVE DIRECTOR

DATE: FEBRUARY 8, 2025

ATTACHMENT II, EXHIBIT 2
FUNDING SUMMARY

Note: Title 2 CFR § 200.331, as revised, and section 215.97(5), Florida Statutes, require that the information about federal programs and State Projects included in exhibit 1 be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Title III B – Support Services	U.S. Health and Human Services	93.044	**$62,725.11**
Older Americans Act Title III C1 – Congregate Meals	U.S. Health and Human Services	93.045	**$125,386.00**
Older Americans Act Title III C2 – Home Delivered Meals	U.S. Health and Human Services	93.045	**$95,272.00**
Older Americans Act Title III E – Caregiver Support Services	U.S. Health and Human Services	93.052	**$0.00**
Older Americans Act Nutrition Services Incentive Program (NSIP)	U.S. Health and Human Services	93.053	**$12,000.00**
TOTAL FEDERAL AWARD			**$295,383.11**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:
FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

MATCHING RESOURCES FOR FEDERAL PROGRAMS
STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:
STATE FINANCIAL ASSISTANCE
Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules, and regulations.

ATTACHMENT XIV

2024 Older Americans Act Rate Schedule

Gadsden County Board of County Comissioners Elderly Affairs Department

Under this contract, the Contractor agrees to provide the following services at the following negotiated rates. Total amount payable shall not exceed, by Title, the amount below.

Title IIIB Services	Rate
Health Support Group	$75.00
Education-Individual	$14.49
Recreation	$26.85
Screening & Assessment	$40.00
Transportation	$12.00
Transportation to Meal Site-MLTC	$12.00
Education-Group	$75.00
Telephone Reassurance-TERA & TERACV	$15.00
Shopping Assistance- SA & SACV	$41.25
Transportation-Group	$25.00
Health Support Individual	$17.07
NSIP	**Rate**
NSIP Eligible Meal	$0.72

Title IIIC1 Services	Rate
Congregate Meals	$11.00
Congregate Meals- MLTC	$11.00
Nutrition Education	$5.52
Nutrition Screening	$40.00
Congregate Meals- Guest	$11.00
Congregate Meals Volunteers	$11.00
Emergency Home Delivered Meals-EHDM	$9.06
Telephone Reassurance-COVID-19-TERACV	$15.00
Shopping Assistance- COVID-19-SACV	$41.25
Title IIIC2 Services	**Rate**
Home Delivered Meals	$10.56
Nutrition Education	$5.52
Emergency Home Delivered Meals-EHDM	$9.06
Telephone Reassurance-TERACV	$15.00
Shopping Assistance- COVID-19-SACV	$41.25

Total Amount Payable By Title

Title IIIB	Title IIIC1	Title IIIC2	Title IIIE
$62,725.11	$125,386.00	$95,272.00	$0.00*

Total Amount Payable NSIP

$12,000.00

Board of County Commissioners
Agenda Request

Date of Meeting: May 6, 2025

Date Submitted: April 21, 2025

To: Honorable Chairman and Members of the Board

From: Roosevelt Morris, Interim County Administrator

Subject: Approval of Amendment to Agreement with CareerSource Capital Region

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Statement of Issue:

This agenda item seeks Board approval of the Amendment to the Agreement with CareerSource Capital Region.

Background:

Florida Commerce noted that the Interlocal Agreement was missing some language during the annual audit. Instead of rewriting the Interlocal Agreement, CareerSource is proposing an amendment.

Analysis:

None.

Fiscal Impact:

None.

Option(s):

1. Approval of the Amendment to the Agreement with CareerSource Capital Region and authorize the Chairman to sign.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachment:

- Amendment
- Original Interlocal Agreement

CHAIR OF THE CONSORTIUM ADDENDUM
AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. D/B/A CAREERSOURCE CAPITAL REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

ADDENDUM 1.0

CHAIR OF THE CONSORTIUM

One of the four (4) Chief Local Elected Officials on the Consortium will serve as chair of the Consortium ("Consortium Chair"). The Consortium Chair will have such duties as set forth in this addendum to the Interlocal Agreement. The Consortium Chair shall serve as the Lead Chief Local Elected Official (CLEO) and the "signatory" representative for all four counties. The position of the Consortium Chair will rotate amongst its members on a bi-annual basis as of July 1 of each year hereafter. As of the effective date of this Amended/Restated Agreement, the Chief Local Elected Official of Wakulla County shall be the consortium chair and shall serve until June 30, 2026. The Consortium Chair will thereafter rotate alphabetically every two years (with the Chief Local Elected Official of Gadsden County being next) in the following repeating order: Wakulla, Gadsden, Jefferson and Leon.

Duties of the Chair of the Consortium:

- Sign on behalf of the Consortium

Workforce Development Board Chair

_____
Signature

_____
Name (printed or typed)

_____
Date

Chief Local Elected Official (Gadsden County)

_____
Signature

_____
Name (printed or typed)

_____
Date

Chief Elected Official (Wakulla County)

_____
Signature

_____
Name (printed or typed)

_____
Date

Chief Local Elected Official (Jefferson County)

_____
Signature

_____
Name (printed or typed)

_____
Date

Chief Elected Official (Leon County)

_____
Signature

_____
Name (printed or typed)

_____
Date

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AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. d/b/a CAREERSOURCE CAPITAL REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT ("Agreement") is made and entered into by and between Gadsden County, a political subdivision of the State of Florida, Leon County, a charter county and political subdivision of the State of Florida, Jefferson County, a political subdivision of the State of Florida, Wakulla County, a charter county and political subdivision of the State of Florida (herein collectively referred to as "Counties"), and the Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region, a Florida not for profit corporation (hereinafter referred to as "CSCR"), (all parties herein collectively referred to as "Parties").

WHEREAS, CSCR is a local workforce development board created under § 445.004, Fla. Stat. and is subject to Chapters 119 and 286, Fla. Stat., as well as S. 24, Art. I of the State Constitution; and

WHEREAS, Gadsden County, Jefferson County, Leon County, and Wakulla County comprise a local workforce development area (LWDA) under the Workforce Innovation and Opportunity Act of 2014, 29 USCS §3101 - §3361, United States Public Law 113–128 ("WIOA"), and Chapter 445, Fla. Stat., known as the "Workforce Innovation Act of 2000" ("Workforce Innovation Act"), and which implements the WIOA (collectively referred to herein as "Authority"); and

WHEREAS, the Authority establishes a program to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training to obtain productive employment; and

WHEREAS, the Authority creates a partnership among state and local governments, and the private sector, with primary emphasis upon the coordination of workforce development programs; and

WHEREAS, the WIOA requires the designation of LWDAs to promote the effective delivery of workforce development programs; and

WHEREAS, the WIOA requires that where a WDA is comprised of more than one unit of local government, those various governmental units must enter into an agreement that specifies the respective roles of the individual chief elected officials of each general purpose unit of government; and

WHEREAS, the Counties have been designated as the LWDA for the Capital Region, Region 5 ("LWDB"); and

WHEREAS, § 163.01, Fla. Stat., provides for local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage to provide services and facilities pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities through an Interlocal agreement; and

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WHEREAS, the Parties previously entered into that certain agreement on ~~July 1~~, 2023 ("Previous Agreement"); and

WHEREAS, the Parties desire to amend and replace the Previous Agreement with this Agreement.

NOW THEREFORE, in consideration of the mutual promises and the conditions herein set forth, and pursuant to § 163.01, Fla. Stat., the Parties agree as follows:

1. Definitions.

A. "Agreement" means this Agreement, including any amendments or supplements hereto executed and delivered in accordance with the terms in this Agreement.

B. "Authority" means the WIOA and Workforce Innovation Act.

C. "CEO" means the Chief Executive Officer of CSCR.

D. "CFO" means the Chief Financial Officer of CSCR.

E. "CLEO" means the Chief Elected Executive Officer of a unit of general local government in a local area and, in a case in which a local area includes more than one unit of local government, the representative(s) under the agreement (interlocal, consortium, and other agreements) that specifies the respective roles.

F. "Consortium Chair" means the Chief Local Elected Official (CLEO) designated as the lead Chief Local Elected Official.

G. "Consortium" means the four-member board consisting of the appointed member of each Board of County Commission of each of the Counties, which shall perform the duties and responsibilities stated in Section 6 herein.

H. "Counties" means Gadsden County, Florida, Jefferson County, Florida, Leon County, Florida, and Wakulla County, Florida.

I. "CSCR" means the administrative entity of the LWDB.

J. "Fiscal Agent" means the individual or entity designated with the responsibilities and functions described in 20 CFR § 679.420.

K. "Insureds" means the CLEO, Counties, and the LWDB.

L. "LWDA" means the Local Workforce Development Area for the Capital Region, Region 5,

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consisting of the geographical boundaries of the Counties, and designated by the Governor of the State of Florida as a local area pursuant to 29 USC §3121.

M. "LWDB" means the Local Workforce Development Board and consists of the LWDA appointees who serve on the LWDB, which shall perform the duties and responsibilities stated in Section 8 herein.

N. "One-Stop Operator" means the single entity or consortium of entities described in 20 CFR § 678.600.

O. "Parties" means the Counties and the CSCR.

P. "Previous Agreement" means that certain Interlocal agreement entered into by the Parties on July 1, 2015, and which is superseded by this Agreement.

Q. "Programs" means workforce development programs operating within the LWDA and that are administered by the LWDB and CSCR.

R. "State" means the State of Florida.

S. "SWDB" means the state workforce development board and specifically refers to CareerSource Florida.

T. "WDA" means a workforce development area under the Authority.

U. "Workforce Development Services Provider" means an entity or individual who provides career services in the LWDA pursuant to an agreement with the One-Stop Operator.

V. "WIOA" means the Workforce Innovation and Opportunity Act of 2014, 29 USCS §3101 - §3361, United States Public Law 113–128.

W. "Workforce Innovation Act" means Chapter 445, Fla. Stat., known as the "Workforce Innovation Act of 2000."

X. Except as otherwise expressly provided herein, the definitions set forth in 29 USC §3102 are hereby adopted and incorporated by reference herein.

2. Purpose.

The purpose of this Agreement is to establish the authorities and responsibilities of the Parties required for the implementation of Programs in accordance with the Authority and such other workforce federal, state, and other non-governmental grants and revenues which may be awarded to any entities created under this Agreement or performing goods or providing services under this Agreement, and to ensure compliance with the rules and regulations

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applicable to such Authority, grants, and awards. Upon the Effective Date of this Agreement, this Agreement shall supersede and replace, in its entirety, the Previous Agreement.

3. Identification of Parties to this Agreement and Notice.

   Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder shall be delivered personally or sent by mail with postage pre-paid to the following addresses or to such other places as may be designated by the Parties from time to time.

   The Parties are more particularly described as follows:

   Gadsden County, Florida
   Board of County Commissioners
   9 E. Jefferson Street
   Quincy, Florida 32351

   Leon County, Florida
   Board of County Commissioners
   301 S. Monroe Street, 5th Floor
   Tallahassee, Florida 32301

   Jefferson County, Florida
   Board of County Commissioners
   1 Courthouse Circle
   Monticello, FL 32344

   Wakulla County, Florida
   Board of County Commissioners
   3093 Crawfordville Hwy.
   Crawfordville, Florida 32327

   Big Bend Jobs & Education Council, Inc.
   d/b/a CareerSource Capital Region
   Chief Executive Officer
   2601 Blair Stone Road
   Building C, Suite 200
   Tallahassee, FL 32301

4. LWDA - Geographical Area to be Served under this Agreement.

   The LWDA is comprised of the geographical area of the Counties, each of which is legally described in Chapter 7, Fla. Stat., which legal descriptions are incorporated herein by reference. This geographical area represents the area to be served under this Agreement.

5. Counties – Authority, Duties, and Responsibilities.

   Acting as the CLEO under the Authority, as required by § 445.007, Fla. Stat., the Board of County Commissioners of each of the Counties has created the LWDB, which has the following authority, duties, and responsibilities:

   A. Appoint and reappoint one of its members to serve on the Consortium.

   B. Appoint members to the LWDB within 90 days of an LWDB member resigning or being removed for cause.

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C. Remove its appointed LWDB members, or the Executive Director of the LWDB, for cause. "Cause" includes, but is not limited to, conviction of a crime involving moral turpitude or dishonesty; intentional and flagrant violation of the appointing County's or the CSCR policies, by-laws, or standard of conduct, including any ethical violation; any conduct the appointing County determines to be detrimental to such County, CSCR, or to the purposes and objectives of the workforce development system; provided, however, that removal of the Chair of the CSCR Board requires approval by all the Counties.

D. Provide Program oversight necessary to ensure the effective and efficient delivery of all services as required by the Authority.

E. Ensure, through LWDB meetings, CSCR staff presentations, and Consortium feedback, as well as by approval of CSCR policies, reports, and other agreements, that CSCR has and maintains adequate administration, controls, and management for funds and Programs administered by CSCR including, but not limited to, such activities as receipts and disbursement of funds, monitoring, evaluation, and contracting.

F. Take prompt corrective action deemed necessary and appropriate in their reasonable discretion to comply with the Authority or to assure that performance standards are met.

G. Maintain communication with CSCR necessary to carry out the objectives of this Agreement.

H. Exert every necessary and reasonable effort to resolve disagreements between the Counties and CSCR.

I. Request local area designation (as prescribed in Administrative Policy 94)

J. Request LWDB Certification (as prescribed in Administrative Policy 91)

K. Designate a fiscal agent (if not serving as grant recipient)

6. Consortium – Duties and Responsibilities.

Each member of the Consortium shall be a voting member of the Consortium. The Consortium shall meet a minimum of two times per year. The Consortium will exercise approval authority, which approval will not be unreasonably withheld, over the budget adopted by the LWDB prior to submittal to the SWDB and then the Florida Department of Commerce. The Consortium will also review and approve the annual audit of the CSCR.

Consortium members will be non-voting members of the LWDB; however, through partnership with the LWDB, it is expected the Consortium members:

- Attend the LWDB meetings once per quarter

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- Relay feedback relative to initiatives or employment challenges presented in the counties for which they serve
- Provide direction to the LWDB and its staff on matters related to the selection of a One-Stop Operator and Workforce Development Services Provider and the creation of the four (4) year local plan
- Communicate suggestions for improvement based on their experience and feedback from constituents
- Establish and provide input to create or update the by-laws of the LWDB
- Provide input on the negotiation and agreement on the LWDB's local performance measures with the state

7. LWDB - Composition, Selection, and Term.

A. Composition. As provided in 29 USC §3122, and subject to any additional criteria established by the Governor of the State and the SWDB, the LWDB shall be composed of members meeting the following criteria:

i. A majority (51%) of the LWDB shall be representatives of business in the LWDA, who:

(a) Are business owners, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;

(b) Represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the LWDA; and

(c) Are appointed from among individuals nominated by local business organizations and/or business trade associations.

(d) Are not current members of the local area's Education and Industry Consortium as defined by CareerSource Florida's Strategic Policy 2023.09.19.A,2.

ii. Not less than twenty percent (20%) of the LWDB shall be representatives of the workforce within the LWDA, who:

(a) Shall include at least two (2) representatives of labor organizations who have been nominated by local labor federations; if no employees in the LWDA are represented by labor organizations, two (2) other representatives of employees will be included;

(b) Shall include at least one (1) representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program; If no union affiliated registered apprenticeship programs exist in the area, a representative of a non-union affiliated registered apprenticeship program must be

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appointed, if one exists.;

(c) May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and

(d) May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

iii. Include representatives of entities administering education and training activities in the LWDA, who:

(a) Shall include a representative of eligible providers administering adult education and literacy activities under Title II of WIOA;

(b) Shall include a representative of institutions of higher education providing workforce investment activities, including community colleges;

(c) Shall include a representative of a private education provider, if a public education or training provider is represented on the LWDB. The CareerSource Florida Board of Directors may waive this requirement if requested by a LWDB if it is demonstrated that such representative does not exist.

(d) May include representatives of local education agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

(e) Are not current members of the local area's Education and Industry Consortium as defined by CareerSource Florida's Strategic Policy 2023.09.19.A,2.

iv. Shall include representatives of governmental and economic and community development entities serving the LWDA, who:

(a) Shall include a representative of economic and community development entities;

(b) Shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973(29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the LWDA;

(c) May include representatives of agencies or entities administering programs serving the

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LWDA relating to transportation, housing, and public assistance; and

(d) May include representatives of philanthropic organizations serving the LWDA.

v. May include such other individuals or representatives of entities as the CLEO may determine to be appropriate.

B. Selection.

i. The Chairperson of the LWDB shall be a representative of business in the LWDA and shall be selected by the members of the LWDB to serve for a term of no more than two (2) years and shall serve no more than two (2) terms.

ii. Local business organizations and business trade associations shall submit nominations to the Counties. Such nominations must comply with the composition requirements set forth in Section 7.A.i. above. The Board of County Commissioners of Leon County, Florida, shall appoint seven (7) members to the LWDB. The Board of County Commissioners of Gadsden County, Florida, shall appoint three (3) members to the LWDB. The Board of County Commissioners of Wakulla County, Florida, shall appoint two (2) members to the LWDB, and the Board of County Commissioners of Jefferson County shall appoint (2) members.

iii. Federal and WIOA specified partners on the LWDB will be appointed by their appointing authorities. For example, Vocational Rehabilitation will appoint a regional director to serve on the LWDB.

iv. The importance of minority and gender representation shall be considered when making appointments to the LWDB.

v. New appointments shall be made when necessary to fill vacancies.

C. Term. LWDB members shall be appointed for a fixed four (4) year term and may serve until their successors are appointed. Each LWDB member may serve for a maximum of eight (8) years of consecutive service.

8. LWDB - Powers, Duties and Responsibilities.

A. The LWDB was created for the purpose of collectively carrying out the Counties' responsibilities as CLEO under the Authority. The LWDB members cannot appoint proxies to serve on their behalf.

B. The LWDB shall make all policy decisions for the LWDB pursuant to the authorizing legislation under which grants are made available and awarded to the CSCR as the LWDB sub-grantee recipient and Fiscal Agent for the Programs.

C. In addition to any other duties and functions specified by the SWDB or other law, the LWDB

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shall have the following powers, duties, and responsibilities:

a. Conduct meetings using any method of telecommunications, including establishing a quorum through telecommunications, provided that the public is given proper notice of the telecommunications meeting and reasonable access to observe and, when appropriate, participate.

b. Comply with chapters 119 and 286 and s. 24, Art. I of the State Constitution.

c. Ensure that its members file disclosures and statements of financial interest as required in § 445.007(1), Fla. Stat.

d. Develop, submit, ratify, or amend the local plan pursuant to the Authority.

e. Enter into any agreements necessary to designate CSCR as the administrative entity and fiscal agent of the LWDB.

f. Perform oversight of and provide direction to CSCR personnel.

g. Provide ongoing oversight related to administrative costs, duplicated services, career counseling, economic development, equal access, compliance and accountability, and performance outcomes of the CSCR and LWDB.

h. Oversee the one-stop delivery system in the LWDB.

i. Ensure that its members participate in the SWDB training program to ensure the members are familiar with the State's workforce development goals and strategies.

j. Designate all local service providers consistent with the requirements of § 445.007(6), Fla. Stat.

k. Adopt a committee structure consistent with the Authority and policies established by the SWDB. The importance of minorities and gender representation shall be considered when appointments are made to any committees established by the LWDB.

l. Apply the procurement and expenditure procedures required by federal law and policies of the Florida Department of Commerce and the SWDB for the expenditure of federal, state, and nonpass-through funds. The making or approval of smaller, multiple payments for a single purchase with the intent to avoid or evade the monetary thresholds and procedures established by federal law and policies of the Florida Department of Commerce and the SWDB is grounds for removal for cause.

m. Comply with all federal and state laws, regulations, rules, and policies related to per diem and travel expenses, reimbursements, tokens of recognition, promotional items, and entertainment costs and recreational activities as these terms are defined by 2 C.F.R. part

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230.

n. Comply with the statewide fiscal policy developed by the SWDB and applicable to the LWDB.

o. Comply with the requirements of § 445.007(11), Fla. Stat., before contracting with a member of the LWDB or a relative of a LWDB member.

p. Develop a budget for the purpose of carrying out the duties of the LWDB as enumerated in this Section and the Authority, subject to the approval of the Consortium.

q. Submit the annual budget for review to the SWDB no later than two (2) weeks after the chair approves the budget.

r. Apply for and accept grants, loans, and subsidies from any governmental entity for the purposes of workforce development, and to comply with all requirements and conditions imposed in connection therewith.

s. Adopt procedures and administrative rules to effectively carry out the LWDB's polices and decisions in a manner that does not conflict with the Authority and other applicable federal and State laws, rules, and policies.

t. Make and enter into contracts or other instruments necessary or convenient to exercise its powers.

u. Enter into agreements with other governmental entities within or outside the boundaries of the LWDB for joint performance related to workforce development.

v. Acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate herein, subject to compliance with all applicable federal and State statutes, rules, and regulations.

w. Sue and be sued in its own name or in the name of LWDB, and to retain special counsel.

x. Incur debts, liabilities, or obligations that do not constitute the debts, liabilities, or obligations of the Counties to this Agreement.

y. Lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature for the use of the LWDB, the LWDA, or any of its contractors, to carry out any of the purposes authorized by this Agreement.

z. Determine the manner in which funds shall be disbursed or paid, including the manner in which funds shall be disbursed or paid by CSCR on behalf of LWDB.

aa. To determine the manner in which any fee for service income, unrestricted income, or

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surplus funds may be expended;

(a) Surplus funds that constitute any carry over monies from one grant year to the next shall be expended in accordance with USDOL or State statutes and regulations;

(b) Surplus funds that constitute program income as defined by federal or State regulations shall be expended in accordance with applicable statutes and regulations;

(c) Any other surplus funds that do not have to be expended pursuant to subparagraphs i. and ii. above, or do not have to be expended in the furtherance of workforce development programs, shall be expended in any manner that would further the public interest as it relates to workforce development, or may be used to repay the debts of the LWDB Board and LWDB. The decision as to how the expenditures shall be made shall be done at a public meeting of the LWDB by motion and majority vote of the LWDB members present.

bb. To authorize the CEO to enter into and approve Incumbent Worker Training, individual OJT, work experience, community work experience, and customized training or to delegate such responsibilities to the provider approved by the LWDB for the provision of such services in accordance with polices established by the LWDB or the CEO, as appropriate.

cc. To authorize the CEO to negotiate, enter into, and execute contracts and issue purchase orders following approval of the LWDB, as appropriate.

dd. To authorize the CEO to enter into contracts and make purchases in accordance with the procurement and purchasing guidelines approved as part of the LWDB Administrative Plan filed with the State. Purchases shall include services, supplies, consultant agreements, materials, equipment, and leased space.

ee. To authorize the CEO to draft rules, policies, and procedures to be approved by the LWDB.

ff. To do all acts and things necessary or convenient for the conduct of its business in order to carry out the powers and duties provided in this Agreement.

D. The LWDB shall support the Programs and any costs incidental to the operation of such Programs by grant funds appropriated to it under WOIA, other workforce development or welfare legislation, or other grants by or through other federal, State, or local sources. Additionally, the LWDB is authorized to accept any other grants in aid or assistance funds from the United States Government or to accept appropriations from any of the Counties, or any other organization or person, including the acceptance of gifts, grants, or bequests whether it be in the form of tangible or intangible property. No funds will be required from the treasuries of the Counties; it being the intent of this Parties that all funding of the Programs and the LWDB be accomplished by grants and funds available pursuant to Programs, including but not necessarily limited to WIOA and any other State and federal grants or other funding.

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9. LWDB - Meetings.

   A. All LWDB meetings shall be subject to requirements of, and compliance with, Chapter 286, Fla. Stat., and § 445.007(1), Fla. Stat.

   B. The Chairperson, or Vice Chair in the absence of the Chairperson, shall preside over LWDB meetings.

   C. A quorum at any LWDB meeting shall consist of at least 51% of the LWDB members.

   D. Matters coming before the LWDB shall require the affirmative vote of at least 51% of the voting members present. However, prior to entering into any contracts with an organization or individual represented on the LWDB, the contract must be approved by a 2/3 vote of the LWDB and the LWDB member who could benefit financially from the transaction must abstain from voting on the contract.

   E. Meetings of the LWDB shall not conflict with public workshops or meetings scheduled by the Gadsden County Board of County Commissioners, the Jefferson County Board of County Commissioners, the Leon County Board of County Commissioners, or the Wakulla County Board of County Commissioners.

10. CSCR – LWDB Administrative Entity.

   A. The LWDB has designated CSCR as the LWDB sub-grantee recipient and Fiscal Agent for all WIOA funds and any other grant funds allocated to the LWDB and LWDA for the Programs, pursuant to § 445.007, Fla. Stat. In that capacity, CSCR shall act as its own administrative entity, and be responsible for all Program activities as required by the Authority, including and/or subject to the following:

      i. CSCR shall employ personnel to carry out the effective and efficient operation of the Programs, as defined in the Four-Year Local Plan, and to provide necessary technical assistance to any sub-grantee's providing services under the oversight of the CSCR and guidance of the LWDB.

      ii. The CEO of CSCR shall be of sufficient competence and experience to organize and train personnel as necessary to conduct the functions and operations of the CSCR as provided in this Agreement.

   B. Pursuant to WIOA and in accordance with the requirements established by the Governor of the State, CSCR shall develop and present the Four-Year Local Plan to the Counties for review and approval. Upon approval and execution of the plans by the Counties when required by the Authority, the CSCR will submit the Four-Year Local Plan to the SWDB and the Florida Department of Commerce.

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C. As authorized, approved, or directed by the LWDB, the CSCR shall:

i. Prepare planning documents required by applicable state and federal law and, after any required approval by the Counties, submit them to the appropriate funding authorities for approval.

ii. Prepare and submit an annual budget for the proper expenditure of all funds allocated to CSCR for approval by the Consortium.

iii. Direct the receipt and expenditure of funds in accordance with the Authority, this Agreement, approved Four-Year Local Plan and budget, and/or all applicable federal, State or local laws.

iv. Execute contracts, sub-grants, and other agreements necessary to carry out the Programs authorized by the SWDB and the Florida Department of Commerce, including making the designation of the one-stop operator, selecting and designating youth service providers, identifying eligible providers of adult and dislocated worker intensive and training services, and maintaining a list of those providers with performance and cost information.

v. Reach agreement with the Governor of the State and SWDB on local performance measures.

vi. Recommend policy and develop procedures for Program management, planning, operation, evaluation and other necessary functions;

vii. Evaluate Program performance and determine whether there is a need to reallocate Program resources and to modify the grant agreement with the State of Florida Department of Commerce;

viii. Establish and maintain such committees as determined by the LWDB.

ix. Establish and maintain in-force agreements with each of the required one-stop partner agencies;

x. As the Fiscal Agent, collect, account for, invest, and expend Program income generated by Program activities pursuant to the Authority and State requirements and approved CSCR bylaws, procurement policies, and finance and accounting policies.

xi. Conduct oversight with respect to activities, Programs and expenditures under WIOA and such other federal programs that assign responsibility for oversight over activities, Programs, and expenditures. Oversight shall include monitoring related to administrative costs, avoiding duplicated services, providing career counseling, working with economic development, providing equal access, and ensuring compliance and accountability to meet performance outcomes.

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xii. Enforce all agreements and take action against any sub-recipient or vendor for abuse in the Programs in order to protect the funds and the integrity of the Programs, subject to final approval or ratification by the LWDB.

xiii. Coordinate workforce investment activities with economic development strategies regionally and develop strong employer linkages.

xiv. Promote private sector involvement in the statewide workforce investment system through effective brokering, connecting, and coaching activities through intermediaries in the WBA or through other organizations to assist employers in meeting hiring needs.

xv. Develop and administer a system to hear and resolve all grievances or complaints filed by participants, subcontractors, or other interested parties as required by the Authority or regulations, subject to approval by the Counties when approving the Four-Year Local Plan and amendments.

xvi. Develop fiscal controls, accounting, audit, and debt collection procedures to assure the proper disbursal of, and accounting for, funds received under WIOA, with at least fifty percent (50%) of the Title I funds for Adults and Dislocated Workers that are passed through to CSCR and allocated to and expended on Individual Training Accounts unless the SWDB grants a waiver for a lower percentage.

xvii. Make the annual audit conducted in accordance with OMB Super Circular 900 200 available to the Counties and the general public on the CSCR website - www.careersourcecapitalregion.com.

xviii. Maintain insurance coverage sufficient to protect the Counties under this Agreement.

xix. Perform any other functions as necessary or appropriate to meet its responsibility for the operation of the Programs.

D. CSCR shall have authority to seek, compete for, and secure other sources of funding consistent with and in accordance with its purpose and for such other purposes as the LWDB may deem appropriate and necessary.

E. CSCR shall perform or cause to have performed internal audits and monitoring of all funds as required by the Authority and in accordance with the provisions of Sections 8 and 10 herein; shall satisfactorily resolve any questions or problems arising from said audits and monitoring; and present audit and monitoring findings directly to the Audit Committee and Consortium.

F. CSCR shall adopt such procedures to ensure compliance with applicable conflict of interest and public meetings laws.

G. In order to exercise its independent Program oversight, CSCR shall not serve as the one-stop

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operator and/or a direct service provider of certain components or all components of workforce services unless deemed necessary by the LWDB.

H. CSCR shall promote and solicit participation by the business community in the Programs in order to maximize services to eligible residents in the LWDA.

I. CSCR shall collect or have collected appropriate labor market information to determine business and industry needs for specific job categories in the LWDA.

J. CSCR shall approve, in conjunction with the Counties, all plans as may be required under the Wagner-Peyser (employment services) Act.

K. CSCR shall exert every reasonable and necessary effort to resolve disagreements between CSCR and the Counties.

L. CSCR shall comply with all the filing and other requirements mandated by the Florida not-for-profit corporation statutes and applicable IRS regulations and filings.

M. CSCR shall complete and submit all assurances and certifications as required by Program funding sources.

11. Financial Responsibility for the Program.

As provided in the WIOA, the Board of County Commissioners of each of the Counties, as the CLEO, is not relieved of liability for the misuse of grant funds by the designation of CSCR as sub-grantee and Fiscal Agent as provided herein. However, as authorized by WIOA, to provide assurances to and protection for the CLEO, CSCR agrees to the following:

A. Indemnification. Unless determined to be contrary to applicable law, CSCR shall indemnify, defend, and hold harmless the Board of County Commissioners of each of the Counties, its agents and employees, from all claims, suits, judgments or damages caused by CSCR, its agents or employees' negligent act or omission in the performance of its obligations under this Agreement. CSCR shall not, however, indemnify, defend or hold harmless the Board of County Commissioners of each of the Counties from any claims, suits, judgments or damages resulting solely from the negligence of the tortfeasor County, its agents and employees.

B. Disallowed Cost Liability. In the event CSCR is determined to be responsible for any disallowed costs, through whatever means, CSCR and the Counties will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, CSCR will have first responsibility for repayment, through its insurance, and grant or non-grant funds such as unrestricted funds as allowed by the Authority. If such insurance, grant or non-grant funds are insufficient for the demanded repayment, then any repayment obligation shall be determined as provided by the Authority.

C. Additional Financial Assurances. During the term of this Agreement, in addition to any other

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remedies provided by law, the Authority, or this Agreement, in the event the Counties determine that additional financial or performance assurances are necessary to protect the interests of the Counties, as the CLEO, after written notice to CSCR, the Counties may require that CSCR:

i. Withhold payments from its designated one-stop operator(s) or service provider(s);

ii. Provide for the retainage of a portion of payments due on any contracts and payments thereon;

iii. Make any appearances in any proceedings or conduct any reviews or examinations the Counties deem necessary; or

iv. Post such security, as the Counties deem necessary, for the performance of any obligations as provided in the Authority or this Agreement.

12. Term and Termination.

A. Term. This Agreement shall become effective and commence on January 1, 2024, the "Effective Date", and shall continue through June 30, 2028, unless otherwise terminated as provided herein. This Agreement shall automatically renew for additional one-year terms commencing on July 1 and ending in June 30 of each year, unless any party provides written notice of its intent not to renew on or before March 1 of any extension period.

B. Termination for Convenience. The Counties or CSCR may terminate this Agreement, without cause, by giving one hundred fifty (150) days prior written notice of the termination.

C. Termination for Default.

i. Each of the following shall constitute an Event of Default:

(a) The failure or refusal by any of the Parties to substantially fulfill any of its obligations in accordance with this Agreement; provided, however, that no such default shall constitute an Event of Default unless and until one of non-defaulting Parties has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has either not corrected such default or has not cured the defaults, as determined by the non-defaulting Parties within thirty (30) days from the date of such notice;

(b) The written admission by CSCR that it is bankrupt, or the filing of a voluntary petition under the Federal Bankruptcy Act, or the consent by CSCR to the appointment by a court of a receiver or trustee or the making by CSCR of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of CSCR's property or business, or the dissolution or revocation of its corporate charter.

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ii. Upon the occurrence of an Event of Default, the non-defaulting Parties shall have the right to immediately terminate this Agreement upon written notice to the Parties in default.

D. Termination of Funding. In the event that sufficient budgeted federal formula funds are not available for a new fiscal period, the Counties shall notify CSCR of such occurrence, and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Counties.

13. Modification.

This Agreement may be modified in writing by the mutual consent of the Parties, consistent with the Acts, Regulations or any rule promulgated thereto.

14. Resolution of Disagreements.

To facilitate the timely and effective resolution of any controversy or dispute that may arise under this Agreement, the Chairperson of LWDB and the Administrator of each of the Counties shall undertake negotiations to resolve the matter. To the extent the controversy or dispute cannot, after good faith effort, be resolved, any of the Parties may refer the matter to non-binding mediation. The dispute will be mediated by a mediator chosen jointly by CSCR and the Counties within thirty (30) days after written notice demanding non-binding mediation. None of the Parties may unreasonably withhold consent to the selection of a mediator, and the Parties will share the cost of the mediation equally. The Parties may also, by mutual agreement, replace mediation with some other form of non-binding alternate dispute resolution ("ADR") procedure. In the event that any claim, dispute, or demand cannot be resolved between the Parties through negotiation or mediation as provided herein within sixty (60) days after the date of the initial demand for non-binding mediation, then any of the Parties may pursue any remedies as provided by law.

15. Severability.

In the event any terms or provisions of this Agreement or the application to any of the Parties hereto, person, or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to the Parties, persons or circumstances other than those held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16. Filing of Agreement.

This Agreement shall be filed with the Clerk of each of the Counties.

AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. d/b/a CAREERSOURCE CAPITAL REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

Docusigned by:
Kimblin NeSmith
68ED2D96806049C...

Gadsden Consortium Member, Commissioner Kimblin NeSmith

5/6/2024

Date of Commission Action

APPROVED AS TO FORM:

BY:_____
Gadsden County Attorney:

ATTEST: Gadsden County Clerk of the Circuit Court

BY:_____
Gadsden County Clerk of the Circuit Court

JEFFERSON COUNTY

Jefferson Consortium Member, Commissioner Chris Tuten

Date of Commission Action

APPROVED AS TO FORM:

BY:_____
Jefferson County Attorney:

ATTEST: Jefferson County Clerk of the Circuit Court

BY:_____
Jefferson County Clerk of the Circuit Court

LEON COUNTY

Docusigned by:
4997E9A7C6EB483...

Leon Consortium Member, Commissioner Nick Maddox

5/6/2024

Date of Commission Action

APPROVED AS TO FORM:

BY:_____
Leon County Attorney:

ATTEST: Leon County Clerk of the Circuit Court

BY:_____
Leon County Clerk of the Circuit Court

WAKULLA COUNTY

Docusigned by:
Quincee Messersmith
DF09E10DBBC7468...

Wakulla Consortium Member, Commissioner Quincee Messersmith

5/6/2024

Date of Commission Action

APPROVED AS TO FORM:

BY:_____
Wakulla County Attorney:

ATTEST: Wakulla County Clerk of the Circuit Court

BY:_____
Wakulla County Clerk of the Circuit Court

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

Signed by:
Kevin Vaughn, Chair
6A6749DA4EDE404...

CareerSource Capital Region Chairperson, Kevin Vaughn

Docusigned by:
Amber Tynan
8D4AE98DF2B5486...

Board Secretary, Amber Tynan

APPROVED AS TO FORM:

BY: _____

Date Passed: 12/12/2024

Docusign Envelope ID: 41E12F6F-4892-4F11-9FC8-94664FD2A1F4

AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. d/b/a CAREERSOURCE CAPITAL REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

Gadsden Consortium Member, Commissioner Kimblin NeSmith

Gadsden County Attorney:

ATTEST: Gadsden County Clerk of the Circuit Court

BY:_____
Gadsden County Clerk of the Circuit Court

Date of Commission Action

JEFFERSON COUNTY

APPROVED AS TO FORM:

BY:_____
Jefferson County Attorney:

Jefferson Consortium Member, Commissioner Chris Tuten

ATTEST: Jefferson County Clerk of the Circuit Court

May 16th, 2024
Date of Commission Action

BY:_____
Jefferson County Clerk of the Circuit Court

LEON COUNTY

APPROVED AS TO FORM:

BY:_____
Leon County Attorney:

Leon Consortium Member, Commissioner Nick Maddox

ATTEST: Leon County Clerk of the Circuit Court

BY:_____
Leon County Clerk of the Circuit Court

Date of Commission Action

WAKULLA COUNTY

APPROVED AS TO FORM:

BY:_____
Wakulla County Attorney:

Wakulla Consortium Member, Commissioner Quincee Messersmith

ATTEST: Wakulla County Clerk of the Circuit Court

BY:_____
Wakulla County Clerk of the Circuit Court

Date of Commission Action

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

APPROVED AS TO FORM:

BY: _____

CareerSource Capital Region Chairperson, Kevin Vaughn

Date Passed:_____

Board Secretary, Amber Tynan

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AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. d/b/a CAREERSOURCE CAPITAL REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

Gadsden Consortium Member, Commissioner Kimblin NeSmith

Date of Commission Action

APPROVED AS TO FORM:

BY: Gadsden County Attorney:

ATTEST: Gadsden County Clerk of the Circuit Court

BY: Gadsden County Clerk of the Circuit Court

JEFFERSON COUNTY

Jefferson Consortium Member, Commissioner Chris Tuten

Date of Commission Action

APPROVED AS TO FORM:

BY: Jefferson County Attorney:

ATTEST: Jefferson County Clerk of the Circuit Court

BY: Jefferson County Clerk of the Circuit Court

LEON COUNTY

Leon Consortium Member, Commissioner Nick Maddox

Date of Commission Action

APPROVED AS TO FORM:

BY: Leon County Attorney:

ATTEST: Leon County Clerk of the Circuit Court

BY: Leon County Clerk of the Circuit Court

WAKULLA COUNTY

Quincee Messersmith

Wakulla Consortium Member, Commissioner Quincee Messersmith

5.6.24

Date of Commission Action

APPROVED AS TO FORM:

BY: Wakulla County Attorney:

ATTEST: Wakulla County Clerk of the Circuit Court

BY: Pamela Rakow D.C. for

Wakulla County Clerk of the Circuit Court

WAKULLA CO CLERK OF THE CIRCUIT COURT

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

CareerSource Capital Region Chairperson, Kevin Vaughn

Board Secretary, Amber Tynan

APPROVED AS TO FORM:

BY:

Date Passed:

AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. d/b/a CAREERSOURCE CAPITAL REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

68ED2D96806049C...
Gadsden Consortium Member, Commissioner Kimblin NeSmith

5/6/2024
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Gadsden County Attorney:

ATTEST: Gadsden County Clerk of the Circuit Court

BY: _____
Gadsden County Clerk of the Circuit Court

JEFFERSON COUNTY

_____
Jefferson Consortium Member, Commissioner Chris Tuten

_____
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Jefferson County Attorney:

ATTEST: Jefferson County Clerk of the Circuit Court

BY: _____
Jefferson County Clerk of the Circuit Court

LEON COUNTY

4907E0A7C6E1D4B3...
Leon Consortium Member, Commissioner Nick Maddox

5/6/2024
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Leon County Attorney:

ATTEST: Leon County Clerk of the Circuit Court

BY: _____
Leon County Clerk of the Circuit Court

WAKULLA COUNTY

Quincee Messersmith
DF09E10DBBC7408...
Wakulla Consortium Member, Commissioner Quincee Messersmith

5/6/2024
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Wakulla County Attorney:

ATTEST: Wakulla County Clerk of the Circuit Court

BY: _____
Wakulla County Clerk of the Circuit Court

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

_____
CareerSource Capital Region Chairperson, Kevin Vaughn

_____
Board Secretary, Amber Tynan

APPROVED AS TO FORM:

BY: _____

Date Passed: _____

AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. d/b/a CAREERSOURCE CAPITAL REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

Gadsden Consortium Member, Commissioner Kimblin NeSmith

5/6/2024
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Gadsden County Attorney:

ATTEST: Gadsden County Clerk of the Circuit Court

BY: _____
Gadsden County Clerk of the Circuit Court

NICHOLAS THOMAS GADSDEN COUNTY FLORIDA CLERK OF CIRCUIT COURT

JEFFERSON COUNTY

_____
Jefferson Consortium Member, Commissioner Chris Tuten

_____
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Jefferson County Attorney:

ATTEST: Jefferson County Clerk of the Circuit Court

BY: _____
Jefferson County Clerk of the Circuit Court

LEON COUNTY

Leon Consortium Member, Commissioner Nick Maddox

5/6/2024
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Leon County Attorney:

ATTEST: Leon County Clerk of the Circuit Court

BY: _____
Leon County Clerk of the Circuit Court

WAKULLA COUNTY

Wakulla Consortium Member, Commissioner Quincee Messersmith

5/6/2024
Date of Commission Action

APPROVED AS TO FORM:

BY: _____
Wakulla County Attorney:

ATTEST: Wakulla County Clerk of the Circuit Court

BY: _____
Wakulla County Clerk of the Circuit Court

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

_____
CareerSource Capital Region Chairperson, Kevin Vaughn

_____
Board Secretary, Amber Tynan

APPROVED AS TO FORM:

BY: _____

Date Passed: _____

AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. d/b/a CAREERSOURCE CAPITAL REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

Gadsden Consortium Member, Commissioner Kimblin NeSmith

Gadsden County Attorney:

ATTEST: Gadsden County Clerk of the Circuit Court

Date of Commission Action

BY: _____
Gadsden County Clerk of the Circuit Court

JEFFERSON COUNTY

APPROVED AS TO FORM:

Jefferson Consortium Member, Commissioner Chris Tuten

BY: _____
Jefferson County Attorney:

ATTEST: Jefferson County Clerk of the Circuit Court

Date of Commission Action

BY: _____
Jefferson County Clerk of the Circuit Court

LEON COUNTY

APPROVED AS TO FORM:

Signed by:
D742DB1F2DD8458...
Brian Welch, Chair, Board of County Commissioners

2/10/2025
Date of Action

Signed by:
Sarah May Swartz
098D46E55791434...
BY: _____
Leon County Attorney: Sarah May Swartz, Asst. County Attorney

ATTEST: Leon County Clerk of the Circuit Court

DocuSigned by:
Gwendolyn Marshall Knight
178D7F95C3774F4...
BY: _____
Leon County Clerk of the Circuit Court

Signed by:

WAKULLA COUNTY

APPROVED AS TO FORM:

Wakulla Consortium Member, Commissioner Quincee Messersmith

BY: _____
Wakulla County Attorney:

ATTEST: Wakulla County Clerk of the Circuit Court

Date of Commission Action

BY: _____
Wakulla County Clerk of the Circuit Court

BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region

APPROVED AS TO FORM:

CareerSource Capital Region Chairperson, Kevin Vaughn

BY: _____

Board Secretary, Amber Tynan

Date Passed: _____

Board of County Commissioners
Agenda Request

Date of Meeting: May 6, 2025

Date Submitted: April 21, 2025

To: Honorable Chairman and Members of the Board

From: Roosevelt Morris, Interim County Administrator

Subject: Approval of Resolution for Opportunity Florida

Statement of Issue:

This agenda item seeks Board approval a Resolution of the Board of County Commissioners of Gadsden County, Florida, expressing its support that the designation of Rural Area of Opportunity (RAO), formerly known as Rural Area of Critical Economic Concern (RACEC), continue to apply to the Northwest Florida Region incorporating Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, Washington, and Walton County North of the Choctawhatchee Bay and Intracoastal Waterway (Including the Cities, Towns, and Communities Within Each); and the continuation of all staffing grant funding for the Northwest Florida Business Development Council, Inc. d/b/a Opportunity Florida, through funds appropriated by the Florida Legislature and administered through Florida Commerce.

Background:

The Northwest Florida Rural Area of Opportunity (RAO) designation (ten rural counties known as the Opportunity Florida region) will sunset on July 8, 2025. The Attached Executive Order from the Governor describes the designation.

The designation is for five years. It affords the counties and their communities (within those counties) the ability to use special legislation, benefits, grants, and waivers to help improve their economies and living standards.

Florida Commerce is accepting Resolutions of Support (template attached) to attach to their recommendation to the Governor to extend the designation for another five years.

Analysis:

None.

Fiscal Impact:

None.

Option(s):

1. Approve Resolution 2025-033 and authorize the Chairman to sign.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachment:

- Resolution and Executive Order

RESOLUTION 2025-033

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA EXPRESSING ITS SUPPORT THAT THE DESIGNATION OF RURAL AREA OF OPPORTUNITY (RAO), FORMERLY KNOWN AS RURAL AREA OF CRITICAL ECONOMIC CONCERN (RACEC) CONTINUE TO APPLY TO THE NORTHWEST FLORIDA REGION INCORPORATING CALHOUN, FRANKLIN, GADSDEN, GULF, HOLMES, JACKSON, LIBERTY, WAKULLA, WASHINGTON AND WALTON COUNTY NORTH OF THE CHOCTAWHATCHEE BAY AND INTRACOASTAL WATERWAY (INCLUDING THE CITIES, TOWNS, AND COMMUNITIES WITHIN EACH); AND THE CONTINUATION OF ALL STAFFING GRANT FUNDING FOR THE NORTHWEST FLORIDA BUSINESS DEVELOPMENT COUNCIL, INC. D/B/A OPPORTUNITY FLORIDA, THROUGH FUNDS APPROPRIATED BY THE FLORIDA LEGISLATURE AND ADMINISTERED THROUGH FLORIDA COMMERCE, AND PROVIDING FOR AN EFFECTIVE DATE NO LATER THAN JULY 9, 2025.

WHEREAS, in 1999 Governor Bush, by executive order, identified eight counties (Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty and Washington) as Rural Areas of Critical Economic Concern, and that this designation was renewed in 2004 and added the area within the city limits of Freeport to this designation;

WHEREAS, in 2000 Opportunity Florida was created to promote and improve economic development in the eight counties designated as Rural Areas of Critical Economic Concern;

WHEREAS, the counties of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Washington and the area within the city limits of Freeport were re-designated in 2010, as a Rural Area of Opportunity for a period of five years;

WHEREAS, Executive Order 11-103 added Wakulla County to the Northwest Florida Rural Area of Opportunity in May 2011;

WHEREAS, the re-designation expired in 2015 and was renewed for another five years as Executive Order 15-133 and was later amended by Executive 17-212 to add the area in Walton County north of the Choctawhatchee Bay and the Intracoastal Waterway to the Rural Area of Opportunity;

WHEREAS, the re-designation expired on July 8, 2020 and was renewed as Executive Order 20-170;

WHEREAS, the various counties and municipalities in the Opportunity Florida region request that Governor Ron DeSantis renew the designation as a Rural Area of Opportunity;

WHEREAS, the Northwest Florida Business Development Council, Inc., dba Opportunity Florida, in cooperation with and through the support of the ten counties, all municipalities within the ten counties, the city of Freeport, all CareerSource Centers serving the region and corporate sector partners, has made great strides in improving the economic outlook for the region by assisting with recruiting new industries, supporting infrastructure projects and working together with local communities and other organizations such as Florida Commerce, FDOT and the Governor's Office; and

WHEREAS, notwithstanding the progress that has been made since 2005, through the Great Recession, category five Hurricane Michael, and Covid-19, there is still much work that needs to be done to help these ten counties compete economically with other parts of Florida and neighboring states;

NOW THEREFORE BE IT RESOLVED that Board of County Commissioners of Gadsden County, Florida does hereby express its support of the following:

1. That the designation of "Rural Area of Opportunity," continue to apply to Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties and the city of Freeport, and the area in Walton County north of the Choctawhatchee Bay and Intracoastal Waterway; and

2. That Opportunity Florida continue to be recognized as the designated rural regional economic development organization for this Rural Area of Opportunity.

Duly adopted this _____ day of _____, 2025

_____ County Board of County Commissioners

_____
Chair

ATTEST:

_____
Clerk

STATE OF FLORIDA

OFFICE OF THE GOVERNOR
EXECUTIVE ORDER NUMBER 20-170

WHEREAS, economic progress has been made in many rural areas, the growth and prosperity enjoyed by most communities in the State during the past 45 years did not extend into Florida's rural areas; and

WHEREAS, these communities are stewards of the vast majority of Florida's land and natural resources, upon which the State's continued growth and prosperity depend; and

WHEREAS, successful rural communities are essential to the overall success of the State's economy and quality of life; and

WHEREAS, certain rural communities are struggling to maintain, support or enhance job creating activity or to generate revenues for education and other critical government services such as infrastructure, transportation and safety; and

WHEREAS, the challenges faced by these rural communities threaten their well-being and viability; and

WHEREAS, Section 288.0656(7), Florida Statutes, authorizes the Rural Economic Development Initiative to recommend to the Governor up to three areas for designation as Rural Areas of Opportunity; and

WHEREAS, a rural area of critical economic concern is a rural community, or a region composed of rural communities, designated by the Governor, that has been adversely affected by an extraordinary economic event, severe or chronic distress, or a natural disaster or that presents a unique economic development opportunity of regional impact; and

WHEREAS, the counties of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty and Washington were designated on November 8, 1999, by Executive Order 99-275, as a Rural Area of Opportunity for a term of five years due to being adversely affected by extraordinary economic events.

Such extraordinary economic events include the "net ban" constitutional amendment, the closure of the paper mill in Port St. Joe as well as other plant closures throughout the region. Five of the eight counties in the region were among the second most economically distressed in the state; and

WHEREAS, the designation expired on November 8, 2004 and the Rural Economic Development Initiative met on November 19, 2004 and agreed to recommend to the Governor to continue the designation of the counties of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty and Washington as a Rural Area of Opportunity and to also add the area within the city limits of Freeport in the designation; and

WHEREAS, the counties of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty and Washington and the area within the city limits of Freeport were designated on December 6, 2004, by Executive Order 04-250, as a Rural Area of Opportunity for a period of five years; and

WHEREAS, the re-designation expired on December 6, 2009 and the Rural Economic Development Initiative met on November 19, 2009 and agreed to recommend to the Governor to continue the designation of the counties of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla and Washington and the area within the city limits of Freeport as a Rural Area of Opportunity; and

WHEREAS, the counties of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty and Washington and the area within the city limits of Freeport were designated on January 25, 2010, by Executive Order 10-22, as a Rural Area of Opportunity for a period of five years Executive Order 10-22 was amended on May 5, 2011 by Executive Order 11-103 to add Wakulla County to the Northwest Rural Area of Opportunity; and

WHEREAS, the re-designation expired on January 8, 2015 and the Rural Economic Development Initiative met on January 16, 2015 and agreed to recommend to the Governor to continue the designation of the counties of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla and Washington and the area within the city limits of Freeport as a Rural Area of Opportunity. Executive Order 15-133 was amended by Executive order 17-212 to add the area in Walton County north of the Choctawhatchee Bay and the Intracoastal Waterway to the Northwest Rural Area of Opportunity with an expiration date of July 8, 2020; and

WHEREAS, the Rural Economic Development Initiative met on June 3rd, 2020, and recommended the Governor re-designate the counties of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla and Washington and the area in Walton County north of the Choctawhatchee Bay and the Intracoastal Waterway as a Rural Area of Opportunity.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a), Florida Constitution, and Section 288.0656(7), Florida Statutes, issue the following Executive Order, effective immediately:

Section 1. The area within the boundaries of the counties of Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla and Washington and the area in Walton County north of the Choctawhatchee Bay and the Intracoastal Waterway is designated as a Rural Area of Opportunity.

Section 2. This area shall be a priority assignment for the Rural Economic Development Initiative.

Section 3. On a case-by-case basis, the criteria, requirements or similar provisions of economic development incentives may be waived. Such incentives include, but shall not be limited to, the Qualified Target Industry Tax Refund Program under Section 288.106, Florida Statutes, the Quick Response Training Program under Section 288.047, Florida Statutes, the Quick Response Training Program for participants in the welfare transition program under Section 288.047(8), Florida Statutes, transportation projects under Section 288.063, Florida Statutes, the brownfield redevelopment bonus refund under Section 288.107, Florida Statutes, and the rural job tax credit program under Sections 212.098 and 220.1895, Florida Statutes.

Section 4. Access to the assistance available under this Designation as a Rural Area of Opportunity shall be contingent upon the execution of a Memorandum of Agreement between the Department of Economic Opportunity, the governing bodies of the counties, and the governing bodies of the municipalities included within the area. Such Memoranda of Agreement shall specify the terms and conditions of the designation, including, but not limited to, the duties and responsibilities of the counties and municipalities to take actions designed to facilitate the retention and expansion of existing businesses in the area, as well as the recruitment of new businesses to the area.

Section 5. This designation shall be in effect for five years and will expire on July 8, 2025 but shall be reviewed by the Rural Economic Development Initiative annually. The Rural Economic Development Initiative may recommend that the designation be terminated or continued based on economic development progress from current base lines or upon performance under the Memorandum of Agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed at Tallahassee this 8th Day of July, 2020.

GOVERNOR

ATTEST:

SECRETARY OF STATE

FILED
2020 JUL -8 PM 4:18
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Board of County Commissioners
Agenda Request

Date of Meeting: May 6, 2025

Date Submitted: April 23, 2025

To: Honorable Chairman and Members of the Board

From: Roosevelt Morris, Interim County Administrator
Sonya Burns, SHIP/CDBG Housing Coordinator

Subject: Approval of the Community Development Block Grant (CDBG) RWQ 25-01 Asbestos Inspections of Private Residential Dwellings

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Statement of Issue:

This agenda item seeks Board approval and selection of Regulatory Compliance Services, Inc. (RCS) as the Asbestos Inspector(s) for the Community Development Block Grant (CDBG) Program HR-23DB-H02.

Background:

Gadsden County Community Development Administration desires to contract with a firm or individual to perform Asbestos inspections on existing structures throughout the County. The Community Development Administration advertised in search of qualified entities for several months and selected Regulatory Compliance Services, Inc. (RCS) to perform these services. Regulatory Compliance Services, Inc. (RCS) has the qualifications, experience, and resources to perform the services that are needed.

Analysis:

In an effort to continue providing safe, decent, sanitary housing for Gadsden County residents, the Community Development Administration is prepared to enter into a contractual agreement that outlines all the necessary technical services for the Gadsden County CDBG Program. If the Gadsden County BOCC and Community Development 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 a grant received from the Department of Commerce. (CDBG) Community Development Block Grant HR-23DB-H02.

Options:

1. Approve the selection of Regulatory Compliance Services, Inc. (RCS) as the CDBG Asbestos Inspector(s) and authorize the Chairman to execute the Asbestos Agreement.

2. Do not approve.

3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachments:

- RWQ 25-01
- RWQ-25-01 Response
- Regulatory Compliance Services, Inc. (RCS) Agreement

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR WRITTEN QUOTE (RWQ) 25-01
ASBESTOS INSPECTIONS OF PRIVATE RESIDENTIAL DWELLINGS

Information for Vendor:
Quotes must be on the company letterhead with a date and signature of an authorized representative of the vendor. All vendors providing written quotes must have the required expertise and capability to perform the work or supply the commodities or equipment. Consideration will be given to the vendor who has the capability to perform the work or supply the commodities or equipment. The lowest cost, qualified, responsible and responsive vendor who is capable of performing the services or supplying the commodities or equipment shall be awarded the contract.

If there are specific questions regarding the scope of services, please contact the Housing Program Coordinator:

Sonya D. Burns
9B East Jefferson Street-2nd Floor
Quincy, Florida 32352
(850)662-3306-Direct
(850) 875-8659-Office
Email: sburns@gadsdencountyfl.gov

Issue Date: THURSDAY, MARCH 6, 2026

Purpose:
The Gadsden County Board of County Commissioners is seeking written quotes from licensed, certified and insured vendors with the required expertise and capability to perform the work and supply the services for professional asbestos-NESHAP inspections and reports. The County received CDBG grant funding for the project. The asbestos-NESHAP inspection and report of findings of residential dwellings on private property is required before the County can demolish existing homes and construct new dwellings or rehab the existing home.

Scope of Services to be provided:
Gadsden County is seeking a licensed/certified asbestos firm or individual to provide Inspection Services for asbestos-NESHAP and to provide a report of findings of the private residential properties inspected. Listed below are the addresses of the six residential properties.

- **a.** Inspections shall be performed by NESHAP licensed asbestos inspectors.
- **b.** The Report for each property should indicate any Asbestos-containing material in accordance with NESHAP requirements located within the interior or exterior of the structures.
- **c.** If Asbestos-containing material is present, separate prices shall be submitted for abatement with recommendations, Certified Abatement Contractor inspections and clearance testing.
- **d.** Work is to be performed in a safe manner, with care taken to protect people and surrounding property.

Properties:

1. 7386 Sycamore Road
   Quincy, FL 32351

2. 497 Jack Scott Road
   Quincy, FL 32352

3. 40 Kingswood Road

Quincy, FL 32352

4. 63 Carver Avenue
   Havana, FL 32333

5. 798 Glade Road
   Havana, FL 32333

6. 1777 Spooner Road
   Quincy, FL 32351

The selected vendor shall be fully informed as to all existing conditions and limitations that affect the work to be performed hereunder. Failure to become familiar with site conditions will in no way relieve the successful vendor from the necessity of furnishing any materials or performing any work that may be required, nor shall it be grounds for a change order for work that would have been apparent had a site visit been made.

A copy of the grant agreement or additional information is available upon request by contacting the individual listed above under "Information for Vendor".

Time and Deliverables:
The selected vendor shall be expected to complete all necessary and required services pursuant to this quote. This quotation shall be for the cost of inspection and report of each property and the total cost for all properties.

The final completion shall be expected within thirty (30) days from the issuance of the Notice to Proceed and Purchase Order as approved and signed off by the County.

If the vendor requires extending completion date due for any reason, the vendor must submit a written request and justification for the extension to the Procurement Office.

Warranty:
The vendor awarded will be required to provide a warranty period for the final report and findings through the completion of all rehabs, demolitions and/or construction of new homes as may be applicable to each property.

Insurance Requirements:
Upon award of the written quotation the vendor will be required to provide the necessary liability insurance as per County requirements. The following minimum levels of insurance required are as follows:

- Comprehensive Automobile Liability. Insurance with $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.
- Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.
- Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.
- Professional Liability Insurance. $1,000,000.00 for design errors and omissions, exclusive of defense costs. CONTRACTOR shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed.
- Workers' Compensation. The CONTRACTOR shall provide, pay for, and maintain workers' compensation insurance on all employees, its agents or subcontractors as required by Florida

Statutes

Quote Responses are Due By:

FRIDAY, MARCH 21, 2025 @ 10:00 AM, and will be received by the Procurement Office located at 9B East Jefferson Street-2nd Floor Quincy, Florida 32352. Written quotes with estimated amount of time to complete the inspection and issue a report, and a copy of current certification or licensure for asbestos-inspections as required above can be hand-delivered, sent via regular or express mail to the above referenced address or sent via email to procurement@gadsdencountryfl.gov. If the response to this request is not received by the above deadline it will be considered null and void.

Procurement Office Contact
Pheshe Bennett
9B East Jefferson Street – 2nd Floor
Quincy, FL 32352
PBennett@gadsdencountyfl.gov

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Regulatory Compliance Services, Inc. ("Vendor") and Gadsden County Board of County Commissioners ("County") for Services to be provided by Vendor for County in response to the Request for Written Quotes (RWQ) 25-01 Asbestos Inspections for Private Residential Dwellings ("Project"), as described in Vendor's Proposal dated 03/21/2025 ("Proposal").

1. Scope of Services.
The scope of Vendor's services is described in the RWQ 25-01 unless Services are otherwise described in Exhibit A to this Agreement. Portions of the Services may be subcontracted. Vendor's Services do not include the investigation or detection of, nor do recommendations in Vendor's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, County will execute a separate software license agreement. Vendor's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to County at the time of the Services.

2. Acceptance/ Termination.
Vendor agrees that execution of this Agreement is a material element of the consideration County requires to execute the Services, and if Services are initiated by Vendor prior to execution of this Agreement as an accommodation for County at County's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event County uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Vendor shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.

3. Change Orders.
County may request changes to the scope of Services by altering or adding to the Services to be performed. If County so requests, Vendor will return to County a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following County's review, County shall provide written acceptance. If County does not follow these procedures, but instead directs, authorizes, or permits Vendor to perform changed or additional work, the Services are changed accordingly, and Vendor will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Vendor at the time of proposal, Vendor is entitled to a change order equitably adjusting its Services and fee.

4. Compensation and Terms of Payment.
County shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit B to this Agreement. If not stated in either, fees will be according to Vendor's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. County will pay applicable sales tax as required by law. Vendor may invoice County at least monthly, and payment is due upon receipt of invoice. County shall notify Vendor in writing, at the address below, within 15 days of the date of the invoice if County objects to any portion of the

charges on the invoice and shall promptly pay the undisputed portion. County shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. County agrees to pay all collection-related costs that Vendor incurs, including attorney fees. Vendor may suspend Services for lack of timely payment. It is the responsibility of County to determine whether federal, state, or local prevailing wage requirements apply and to notify Vendor if prevailing wages apply. If it is later determined that prevailing wages apply, and Vendor was not previously notified by County, County agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. County also agrees to defend, indemnify, and hold harmless Vendor from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

5. Third Party Reliance.
This Agreement and the Services provided are for Vendor and County's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to County and is not intended for third parties other than those who have executed Vendor's reliance agreement, subject to the prior approval of Vendor and County.

6. LIMITATION OF LIABILITY.
COUNTY AND VENDOR HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING VENDOR'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF VENDOR (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO COUNTY AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR VENDOR'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF VENDORS SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM COUNTY, VENDOR MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER VENDOR'S COMMERCIAL GENERAL LIABILITY POLICY.

7. Indemnity/Statute of Limitations.
Vendor and County shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Vendor and County, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Vendor's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Vendor's substantial completion of Services on the project.

8. Warranty.
Vendor will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, VENDOR MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO VENDOR'S SERVICES AND VENDOR DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. Insurance.
Vendor represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Vendor's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. County and Vendor shall waive subrogation against the other party on all general liability and property coverage.

10. CONSEQUENTIAL DAMAGES.
NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

11. Dispute Resolution.
County shall not be entitled to assert a Claim against Vendor based on any theory of professional negligence unless and until County has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Vendor has violated the standard of care applicable to Vendor's performance of the Services. County shall provide this opinion to Vendor and the parties shall endeavor to resolve the dispute within 30 days, after which County may pursue its remedies at law. This Agreement shall be governed by and construed according to Florida law.

12. Subsurface Explorations.
Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. County understands Vendor's layout of boring and test locations is approximate, and that Vendor may deviate a reasonable distance from those locations. Vendor will take reasonable precautions to reduce damage to the site when performing Services; however, County accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

13. Testing and Observations.
County understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Vendor will provide test results and opinions based on tests and field observations only for the work tested. County understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. County shall cause all tests and inspections of the site, materials, and Services performed by Vendor to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications,

contract documents, and Vendor's recommendations. No claims for loss or damage or injury shall be brought against Vendor by County or any third party unless all tests and inspections have been so performed and Vendor's recommendations have been followed. Unless otherwise stated in the Proposal, County assumes sole responsibility for determining whether the quantity and the nature of Services ordered by County is adequate and sufficient for County's intended purpose. County is responsible (even if delegated to contractor) for requesting services and notifying and scheduling Vendor so Vendor can perform these Services. Vendor is not responsible for damages caused by Services not performed due to a failure to request or schedule Vendor's Services. Vendor shall not be responsible for the quality and completeness of County's contractor's work or their adherence to the project documents, and Vendor's performance of testing and observation services shall not relieve County's contractor in any way from its responsibility for defects discovered in its work or create a warranty or guarantee. Vendor will not supervise or direct the work performed by County's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.

14. Sample Disposition, Affected Materials, and Indemnity.
Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). County shall furnish or cause to be furnished to Vendor all documents and information known or available to County that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. County agrees that Vendor is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that County is responsible for directing such disposition. In no event shall Vendor be required to sign a hazardous waste manifest or take title to any Affected Materials. County shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The County agrees that Vendor neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Vendor shall not be responsible for any claims, losses, or damages allegedly arising out of Vendor's performance of Services hereunder, or for any claims against Vendor as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. Ownership of Documents.
Work product, such as reports, logs, data, notes, or calculations, prepared by Vendor shall remain Vendor's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Vendor. Files shall be maintained in general accordance with Vendor's document retention policies and practices.

16. Utilities.
Unless otherwise stated in the Proposal, County shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Vendor shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Vendor shall not be responsible for damage to subterranean structures or utilities that are not called to Vendor's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Vendor.

17. Site Access and Safety.
County shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Vendor will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including County's contractors, subcontractors, or other parties present at the site. In addition, Vendor retains the right to stop work without penalty at any time. Vendor believes it is in the best interests of Vendor's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. County agrees it will respond quickly to all requests for information made by Vendor related to Vendor's pre-task planning and risk assessment processes.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Vendor: Regulatory Compliance Services, Inc. (RCS)
By: _____
Date: _____
Name/Title: Ottis P. (Trey) Fausett, CEO
Address: _____
Phone: Fax: _____
Email: _____

County: Gadsden County Board of Commissioners
By: _____
Date: _____
Name/Title: Eric F. Hinson, BOCC Chairperson
Address: P.O. Box 1799, Quincy, Florida 32353-1799
Phone: 850-875-8650 Fax: 850-875-8652
Email: _____

Approved:

_____
Interim County Attorney

ATTEST:

_____
Nicholas Thomas, Clerk of Court

REGULATORY COMPLIANCE SERVICES, INC.

2653 Northeast Cherry Lake Circle Pinetta, Florida 32350

Trey@rcsenvironmental.net

Sent Via Federal Express, copy via email to procurement@gadsdencountyfl.gov

March 21, 2025

Gadsden County Procurement Office
9B East Jefferson Street – Second Floor
Quincy, Florida 32352

Re: REQUEST FOR WRITTEN QUOTE (RWQ) 25-01
ASBESTOS INSPECTIONS FOR PRIVATE RESIDENTIAL DWELLINGS

Ladies and Gentlemen:

Regulatory Compliance Services, Inc. (RCS) is pleased to offer you this proposal for NESHAP accredited asbestos inspections for the following six (6) residential properties, as requested:

1.	7386 Sycamore Road, Quincy	$752.00
2.	497 Jack Scott Road, Quincy	$827.00
3.	40 Kingswood Road, Quincy	$833.00
4.	63 Carver Avenue, Havana	$758.00
5.	798 Glade Road, Havana	$749.00
6.	1777 Spooner Road, Quincy	$563.00

The cost of inspection for each property is expressed above beside the subject property. The total cost for all properties will be **$ 4,482.00.** The reports will be presented as final completion of the project within thirty days from the issuance of the NTP/PO, as specified. Time will be of the essence with this project for RCS.

RCS has thirty-seven years' experience in this field and has the staff, expertise, insurance and licensing to complete these jobs, as specified. All documents that reflect that capability are attached hereto. It should be noted that RCS has recently completed inspection work under this program for both Madison and Jefferson Counties in Florida.

All statements and documents contained herein are certified to be true, accurate, and complete to the best of my knowledge and belief. Please contact me with any questions either by email at trey@rcsenvironmental.net, or by telephone at 229.563.2932.

Respectfully submitted,

Regulatory Compliance Services, Inc.

Ottis P. (Trey) Fausett
CEO

UF | TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

certifies

Braylee Cody

15535 Red Stag Ln Jacksonville FL 32234

has successfully met certificate requirements for the

Asbestos: Inspector

Approval: FBPR Asbestos Licensing Unit: Provider #0000995; Course #FL49-0002859 (3 Days; 21 Contact Hours)
(Accreditation for Inspector Under TSCA Title II/AHERA)

Conducted

January 27-29, 2025

Certificate #: 0074 - 009-37464
Date issued: 1/29/2025
CEUs: 2.1
EPA accreditation expires: 1/29/2026
Principal Instructor: Russell E. Stauffer, PE, LAC
FBPE CEHs: 0009087/Educational Institutions: 21.0

Andrew Campbell, Director

University of Florida TREEO Center · 3900 SW 63 Blvd Gainesville FL 32608-3800 · 352.392.9570 · train@treeo.ufl.edu · www.treeo.ufl.edu

UF | TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

certifies

Ottis Fausett III

PO Box 2092, Valdosta, GA, 31604

Having passed a 25-question exam with a score of 70% or higher has successfully met training requirements for

Asbestos Refresher: Inspector Online

FDBPR Asbestos Licensing Unit: Provider #0000995; Course #FL49-0006389 (½ Day; 3.40 Contact Hours)

(Reaccreditation for Inspector under TSCA Title II/AHERA)

Conducted

12/10/2024

Certificate #: 0091 - 002-36871
***Exam Date:* 12/10/2024**
***EPA accreditation expires:* 12/10/2025**
Principal Instructor: Brian Duchene, PE, LAC
CEUs: 0.4
FBPR LAC: #0000995; Course ## 0006389
FBPE CEHs: #0004021; Course #0009083/Educational Institutions: 4 CEHs

Andrew Campbell, Director

University of Florida TREEO Center · 3900 SW 63 Blvd Gainesville FL 32608-3800 · 352.392.9570 · train@treeo.ufl.edu · www.treeo.ufl.edu

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/26/2025

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	D.S. Blum, Inc. 10331 Linder Avenue Oak Lawn IL 60453-4678	CONTACT NAME: David S. Blum PHONE (A/C, No, Ext): (773) 445-8070 FAX (A/C, No): (773) 445-8071 E-MAIL ADDRESS: dsblum@dsbluminc.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Nautilus Insurance Company	17370
INSURED	Regulatory Compliance Services, Inc. PO Box 2092 Valdosta, Georgia 31604	INSURER B : Great Divide Insurance Company	25224
		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	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☑ Includes Asbestos, Lead, Mold, ☑ Haz Waste Cleanup/Abatement GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	☐	☐	ECP2022144-17	04/27/2024	04/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
	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) $	$ $ $ $ $
A	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	☐	☐	FFX2038810-12	04/27/2024	04/27/2025	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	☐	WCA2022145-17	04/27/2024	04/27/2025	☑ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Pollution Liability (OCCUR) Professional Liability (Claims-Made)	☐ ☐	☐ ☐	ECP2022144-17	04/27/2024	04/27/2025	Each Occurrence Aggregate	$1,000,000 $3,000,000

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

CERTIFICATE HOLDER

For Bidding Purposes

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

David S. Blum

DSB/dms

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Review & Approval Letter
The following report has been reviewed and approved:

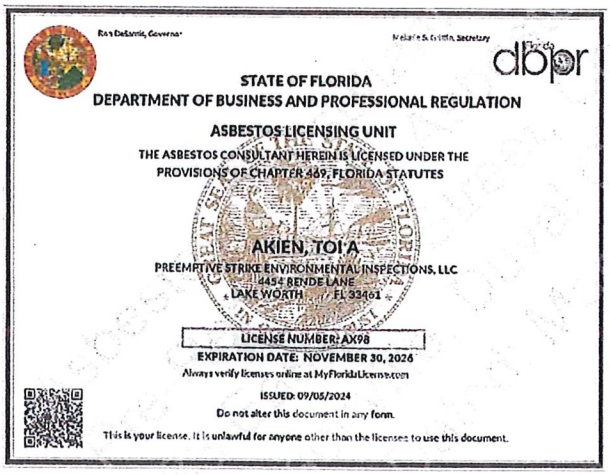
Pre-Renovation Asbestos Inspection Report
[redacted]
Report Dated: March [redacted], 2025

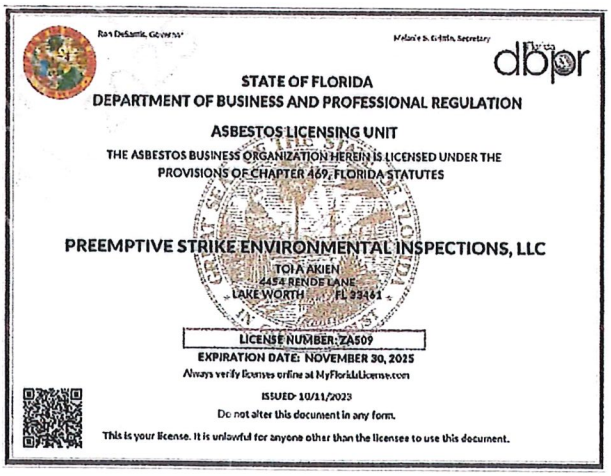
[redacted]

Best Regards,

Toi A. Akien

Toi Akien
State of Florida Licensed Asbestos Consultant - License No. AX98


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
dbpr
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT
THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES
AKIEN, TOI A
PREEMPTIVE STRIKE ENVIRONMENTAL INSPECTIONS, LLC
4454 RENDE LANE
LAKE WORTH FL 33461
LICENSE NUMBER: AX98
EXPIRATION DATE: NOVEMBER 30, 2026
Always verify licenses online at MyFloridaLicense.com
ISSUED: 09/05/2024
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
dbpr
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT
THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES
PREEMPTIVE STRIKE ENVIRONMENTAL INSPECTIONS, LLC
TOI A AKIEN
4454 RENDE LANE
LAKE WORTH FL 33461
LICENSE NUMBER: ZA509
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com
ISSUED: 10/11/2023
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101768-0

Eurofins CEI, Inc.

Cary, NC

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2024-04-01 through 2025-03-31

Effective Dates

For the National Voluntary Laboratory Accreditation Program

Board of County Commissioners
Agenda Request

Date of Meeting: May 6, 2025

Date Submitted: April 15, 2025

To: Honorable Chairman and Members of the Board

From: Roosevelt Morris, Interim County Administrator

Subject: Approval of the 'Old Courthouse Renovation 2nd Phase' Agreement (No. 25. h.sc.100.009) issued by the Department of State.

Statement of Issue:

This agenda item is presented to the Board for approval of the Old Courthouse Renovation 2nd Phase Agreement (No. 25. h.sc.100.009) issued by the Department of State (DOS).

Background:

DOS's Bureau of Historic Preservation has awarded Gadsden County $500,000 for completion of the 2nd phase of Old Court House Renovations.

Costs for the 2nd Phase Old Court House Renovations include:

Description	Grant Funds	Cash Match
Paint the exterior and repair wood rot	$225,000	$0
Remove non-historic paint on exterior steps and landing using the gentlest means possible in accordance with SOI Standards, and seal exterior steps and landing	$0	$60,000
Restore eight (8) cupola windows	$95,000	$0
Clean and seal terrazzo flooring	$50,000	$0
Repair/replace metal roof	$100,000	$0
Repair/replace eight (8) exterior doors	$30,000	$2,500
Architectural/engineering services	$0	$62,500
Totals	**$500,000**	**$125,000**

The award is being issued via DOS Agreement No. 25. h. sc.100.009. The agreement's effective date is July 1, 2024, and the expiration date is June 30, 2026.

Analysis:

Approval of Agreement No. 25. h.sc.100.009 is needed for receipt of awarded funds and for project implementation to begin.

Approval of the agreement requires an executive signature from the Chairman of the Board (page 18).

Fiscal Impact:

Approval of the Agreement No. 25. h.sc.100.009 will enable receipt of $500,000 in award funds (fixed price) and obligate the County to contribute $125,000 in match funds (cash) toward project costs.

Options:

1. Approve the Agreement and authorize the Chairman to sign.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachments:

1. Agreement No. 25. h.sc.100.009 (Old Courthouse Renovation 2nd Phase)

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Gadsden Board of County Commissioners
25.h.sc.100.009

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the Gadsden Board of County Commissioners hereinafter referred to as the "Grantee."

The Grantee has been awarded a Special Category Grant by the Division, grant number 25.h.sc.100.009 for the Project "Old Courthouse Renovation 2nd Phase," in the amount of $500,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3234, contained in the 2025 General Appropriations Act, HB 5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes.*

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "Old Courthouse Renovation 2nd Phase," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to restore and renovate the historic Gadsden County Courthouse in Quincy, Florida. Work items include paint exterior and repair wood rot; remove non-historic paint on exterior steps and landing using the gentlest means possible in accordance with SOI Standards, and seal exterior steps and landing; restore eight (8) cupola windows; clean and seal Terrazzo flooring; repair/replace metal roof; and repair/replace eight (8) exterior doors. Grant funds will also be used for architectural/engineering services.

All window and/or door replacements shall be submitted to the Bureau of Historic Preservation for review and approval before any window and/or door replacement work commences.

Water repellant coating specifications will be submitted to the Division of Historical Resources for review and approval prior to application on the building.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount

1	Fixed Price	Provide a copy of the professional architectural/engineering consultant's credentials, a project timeline, and an executed Restrictive Covenant filed with the County Clerk to the Division for review and approval.	One (1) digital copy of the professional architectural/engineering consultant credentials; One (1) digital copy of the project timeline; One (1) copy of the executed Restrictive Covenant filed with the County Clerk.	$125,000
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement.	One (1) digital copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement.	$125,000
3	Fixed Price	Complete and submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed.	One (1) digital copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed.	$125,000

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old) for the property shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) digital copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) Single Audit Form; One (1) copy of the final progress report; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	$125,000
Totals				**$500,000**

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. Length of Agreement. This Agreement shall begin on 07/01/24, and shall end 06/30/26, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. Contract Administration. The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:
Steve Kurisko
Florida Department of State
R.A. Gray Building
500 South Bronough Street

Tallahassee, FL 32399
Phone: 850.245.6466
Email: steven.kurisko@dos.fl.gov

For the Grantee:
Contact: Allan Meeks
Address: PO Box 1649 Quincy Florida 32353
Phone: 850.694.2227
Email: ameeks@gadsdencountyfl.gov

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:

   a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.

   b) All payments will be made in accordance with the completion of those Deliverables.

5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization and a payment has been received at the account in the past year, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. If the grantee has not received a payment at the account in the past year, they should check with DFS at (850) 413-5517 or e-mail at DirectDeposit@MyFloridaCFO.com to see if their EFT request is still active. The authorization form is accessible at https://www.myfloridacfo.com/docssf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-depositvendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit https://flvendor.myfloridacfo.com/ . **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement**. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to

perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.

b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.

c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.

d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

Development Projects

1. All project work must be in compliance with the Secretary of the Interior's Standards and Guidelines available online at www.nps.gov/tps/standards.htm.

2. The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation are available online at https://dos.myflorida.com/historical/grants/special-category-grants/.

3. Architectural Services

a. All projects shall require contracting for architectural services. Engineering services may also be required if determined necessary by the Division.

b. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.

4. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval. All projects must produce the following:

a. Construction documents that reflect the complete scope of work as defined in section 1.a of this agreement

b. If construction documents are not appropriate (as determined by the Division), the grantee will have their architect, engineer, or contractor provide written material specifications for the tasks identified in the scope of work.

c. In the instance that some of the items identified in the scope or work do require drawings and others do not, the grantee will have their architect provide drawings for the scope items for the instances when it is required and have their architect, engineer, or contractor provide material specifications in instances when drawings are not required.

It should be evident in the drawings any and all alterations being made to historic buildings structures and sites. These final documents must include details of all repair work to historic fabric, including details on repair methodology and material, as well as all replacement materials for historic fabric that cannot be repaired. For development projects, details and product sheets for all exterior finishes (windows, doors, lighting, exterior wall material, etc.) and significant interior finishes (flooring, wall material, lighting, ceiling material and finish, etc.), must also be included.

5. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval **prior** to final execution. Procurement documentation supporting maximum open competition **must be** submitted to the Division for review and approval prior to execution of project contracts. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

6. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:

a. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.

b. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.

c. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged. Significance is evaluated based on an evaluation of identity, age, location, and context in conjunction with their capacity to reveal information through the investigatory research designs, methods, and techniques used by archaeologists.

d. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interior's'Professional Qualification Standards for Archaeology*.

e. Documentation of archaeological investigation and required mitigation actions shall be submitted to the

Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

7. Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

8. Demolition of Historic Property: If a development project includes the demolition of whole structures on a property, historic or not, then the applicant must submit a detailed explanation as to why the structure is being demolished. If it is because the structure is structurally unsound, then an engineer's report may be requested. If the structure to be demolished is historic or contributing resource to the property, then the applicant must also submit a salvage report, detailing what, if any, of the building can be salvaged and how the applicant plans to reuse those materials.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.

b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected. Non-site-specific projects that produce report(s) must include the aforementioned language in the report.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.

a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.

b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting

period. All reports on grant progress will be submitted online via www.dosgrants.com.

a) Total Compensation Paid to Non-Profit Personnel Report:

If applicable, the Grantee shall complete and return to the Division within 30 days of the execution of this Agreement Attachment C, entitled "Total Compensation Paid to Non-Profit Personnel Using State Funds" which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

"State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

b) **First Project Progress Report** is due by October 31, for the period ending September 30 (first year of the Grant Period).

c) **Second Project Progress Report** is due by January 31, for the period ending December 31 (first year of the Grant Period).

d) **Third Project Progress Report** is due by April 30, for the period ending March 31 (first year of the Grant Period).

e) **Fourth Project Progress Report** is due by July 31, for the period ending June 30 (first year of the Grant Period).

f) **Fifth Project Progress Report** is due by October 31, for the period ending September 30 (second year of the Grant Period).

g) **Sixth Project Progress Report** is due by January 31, for the period ending December 31 (second year of the Grant Period).

h) **Seventh Project Progress Report** is due by April 30, for the period ending March 31 (second year of the Grant Period).

i) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.

13. Matching Funds. The Grantee is required to provide a 100% match of the Grant Award Amount unless reduced as provided in this section. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, Florida Statutes, Grantees may request a reduction of the match amount. The Grantee must submit documentation that the minimum match requirements have been met and provide to the

Division documentation evidencing expenses incurred to comply with this requirement.

14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/stateagencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;

b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement;

c) Costs not consistent with the grant project type, as described in section V.C.2. of the program guidelines and as selected in the application;

d) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;

e) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;

f) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties or applicable industry standards;

g) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation

regulatory requirements, including, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;

h) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;

i) Entertainment, food, beverages, plaques, awards, or gifts;

j) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;

k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;

l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;

m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);

n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);

o) Capital improvements to non-historic properties or non-historic additions to a Historic Property (Exception: pre-approved items of work for Museum Exhibit projects);

p) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);

q) Accessibility improvements for Religious Properties;

r) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));

s) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of trees posing an immediate
threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);

t) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates or sections of these);

u) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division (Exception: museum display units necessary for approved Museum Exhibit projects)

v) Equipment

1. Purchase of all equipment directly or indirectly related to the project, is non-allowable, even if such equipment is necessary for the completion of the project. Non-allowable equipment includes, but is not limited to, portable sound systems, specialty fixtures and equipment, visual display units, televisions, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures total stations, anchors and other objects needed to operate boats and ships, pumps, jacks, and other tools unless specific prior approval has been granted by the Division

2. If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;. Approved special equipment purchased with grant funds that cost more than $5,000 and have a useful life of more than one year will be returned to the Department at the end of the grant period, prior to final payment

w) Supplies that will not be consumed in use during the duration of this project;

x) Maintenance of boats, cars, trailers or other vehicles;

y) Costs associated with attending or hosting conferences, summits, workshops or presentations including facility rental fees (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project)

z) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and

aa) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, 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 state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures.*

18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than $100 within any quarter may be held until the next quarter when the accrued interest totals more than $100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.

24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.

25. **Accounting Requirements.** The Grantee must maintain their financial records in such a manner that provides a complete record of the use of all grant funds as follows:

    a) The records must be able to specifically provide an audit trail that traces the receipt, maintenance, and expenditure of state funds;

    b) Accounting records must adequately identify the sources and application of funds for all grant activities and

must classify and identify grant funds by using the same budget categories as approved in the grant application. If Grantee's accounting records accumulate data in a different format than the one specified in this agreement, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

e) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Accounting Documentation For every expense related to the use of grant or match funds and in-kind contributions the Grantee must submit documentation that demonstrates the expense and/or contribution as follows:

a) For all non-personnel costs, the Grantee must provide invoices/receipts and proof of payment (i.e. canceled/processed checks or bank statements). If these costs are donated in-kind contributions, the grantee must justify the donated value.
b) For personnel costs, the Grantee must provide timesheets that are signed by the employee documenting the hours worked, include the cost per hour, and demonstrate a clear relationship to the submitted payment documentation. If donated in-kind, justify the donated hourly value.
c) All costs are required to be reconciled using the "Expenditure Log" in DOSgrants.com. All entries in this log must be supported by the documentation requirements described in this section.

27. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

28. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

29. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will

not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

30. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

31. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.

32. No Discrimination. The Grantee and their subcontractors may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The following or a similar provision must be inserted into all of the subcontracts for services executed under this Agreement:

a) No employee or applicant for employment engaged under this Agreement may be discriminated against becau of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status

33. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

34. Termination of Agreement.

a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and

shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

35. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

36. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

37. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition may be requested by the Division for review and approval prior to execution of these subcontracts.

a) The Grantee must procure all professional services (architects, conservators, historic preservation consultant structural engineers, landscape architects) using at least a request for qualifications, and the grantee must solicit at least three (3) responses to their request for the service.

b) All contracts for procurement of goods and services (construction, exhibit fabrication, etc.) not included in Section 37.a. as described above must be procured in the manner described below:

1. Procurement of Goods and Services Not Exceeding $35,000. The Grantee must use the applicable procurement method described below:
   i. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not

exceed $2,500 may be conducted at the Grantee's discretion using good purchasing practices.

ii. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition such as written quotations and informal bids, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

2. Procurement of Goods and Services Exceeding $35,000. Goods and services costing over $35,000 may be procured by either formal invitation to bid or request for proposals, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

i. Any formal competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, and the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.

c) State entities should follow required procedures set forth in Chapter 287, *Florida Statutes* and Rule 60A 1.0 of Florida Administrative Code. If the grantee is a non-state entity (local government or non-profit organization) and has existing procurement requirements and procedures, follow the more restrictive, as long as state requirements are still met.

38. Conflicts of Interest. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

39. Binding of Successors. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.

40. No Employment of Unauthorized Aliens. The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

41. Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

42. Americans with Disabilities Act. All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, et seq.), which is incorporated herein by reference.

43. Governing Law. This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

44. Rural Communities. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments.

Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

a) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

45. Restrictive Covenants. In accordance with section 287.05805, *Florida Statutes*, for Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee), prior to the release of the first installment of grant funds, **must** grant to the Florida Department of State a security interest in the Real Property at least to the amount of state funds to be provided in the grant agreement. This security interest shall be recorded in the form of a restrictive covenant on the Real Property, active for a period of fifteen (15) years for Development or active for twenty (20) years for an Acquisition. The Grantee (and the Property Owner, if not the Grantee) shall record the security interest in the office of the clerk of the circuit court of the county, or another office serving as the county recorder as provided by law, in which the Real Property is located.

46. Entire Agreement. The entire Agreement of the parties consists of the following documents:

a) This Agreement

b) Estimated Project Budget (Attachment A)

c) Single Audit Act Requirements and Exhibit I (Attachment B)

d) Total Compensation Paid to Non-Profit Personnel Using State Funds (Attachment C)

In acknowledgment of this grant, provided from funds appropriated in the 2025 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:	Grantee:
By:	By:
_____	_____
Alissa Lotane, Division Director	Authorizing Official for the Grantee
_____	_____
Date	Typed name and title
	_____
	Date

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Paint exterior and repair wood rot	$225,000	$0	$0
Remove non-historic paint on exterior steps and landing using the gentlest means possible in accordance with SOI Standards, and seal exterior steps and landing		$60,000	
Restore eight (8) cupola windows	$95,000		
Clean and seal terrazzo flooring	$50,000		
Repair/replace metal roof	$100,000		
Repair/replace eight (8) exterior doors	$30,000	$2,500	
Architectural/engineering services		$62,500	
Totals	**$500,000**	**$125,000**	**$0**

ATTACHMENT B
FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes* (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

    1. The Department of State through the https://dosgrants.com/ grants management system.

2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

    1. The Department of State through the https://dosgrants.com/ grants management system.

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

        Auditor General
        Local Government Audits/342
        Claude Pepper Building, Room 401
        111 West Madison Street
        Tallahassee, Florida 32399-1450

        The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

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

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCESAWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

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

MATCHING RESOURCESFOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State, Acquisition, Restoration of Historic Properties Grants; CSFA Number 45.032. Award Amount: $500,000

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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

ATTACHMENT C

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	
Total Contract Amount	
Contract Term:	
Invoice Number	
Invoice Period	

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			

CERTIFICATION: I certify thatthe amounts listedabove are trueand accurate andin accordance withthe approved budget.

Name:	
Signature:	
Title:	
Date:	

Board of County Commissioners
Agenda Request

Date of Meeting: May 6, 2025

Date Submitted: April 17, 2025

To: Honorable Chairman and Members of the Board

From: Roosevelt Morris, Interim County Administrator

Subject: Approval of the Comprehensive Vulnerability Assessment Agreement (No. 23PLN40) Amendment No. 1 presented by the Department of Environmental Protection

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Statement of Issue:

This agenda item is presented to the Board for approval of Amendment No. 1 for the Comprehensive Vulnerability Assessment Agreement (No. 23PLN40) as presented by the Department of Environmental Protection (DEP).

Background:

Agreement No. 23PLN40 was executed on October 25, 2023, to provide $175,000 in funding for the completion of a Comprehensive Vulnerability Assessment for Gadsden County. The subject assessment will provide the County with much needed data to: 1) determine the areas most impacted by flooding, and 2) support planning for future mitigation and adaptation projects.

Analysis:

Agreement No. 23PLN40 expires June 30, 2025. The tasks and deliverables have not been completed. The subject agreement's Amendment 1 (Amendment 1) revises the date of expiration, extending it to June 30, 2026, in providing more time to complete tasks and deliverables.

Additionally, Amendment 1 replaces Attachments 1-6, Exhibit A, Exhibit H, and Exhibit I with revised versions of the original documents. Attachment and Exhibit descriptions include:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (6 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	I-1	Revised VA Checklist (1 page)

The County Attorney (Baptiste) has reviewed Amendment 1 and found it agreeable.

Approval of Agreement 1 requires an executionary signature from the Chairman of the Board (page 3).

Fiscal Impact:

Approval of Amendment 1 will enable the receipt of $175,000 in award funds (cost-reimbursement) to complete the subject project. The County has no cost-share obligation under the subject original or amended agreement.

Options:

1. Approve the Amendment and authorize the Chairman to sign all related documents.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachments:

1. Assessment Agreement (No. 23PLN40) Amendment No. 1

AMENDMENT NO. 1
TO AGREEMENT NO. 23PLN40
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
GADSDEN COUNTY

This Amendment to Agreement No. 23PLN40 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Gadsden County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Gadsden County Comprehensive Vulnerability Assessment (Project), effective October 25, 2023; and,

WHEREAS, the Grantee has requested an extension of the Agreement to complete work on the project; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Exhibit A, Exhibit H, and Exhibit I following updates from the Office of the General Counsel and Resilient Florida Program; and.

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to June 30, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

3. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

5. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

6. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

7. Attachment 6, Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.

8. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.

9. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

10. Exhibit I, VA Checklist, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised VA Checklist, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I shall hereinafter refer to Exhibit I-1, Revised VA Checklist.

11. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

GADSDEN COUNTY	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: _____ Authorized Representative or Designee	By: _____ Secretary or Designee
Eric Hinson, Chairman Print Name and Title	Alex Reed, Director Print Name and Title
Date: _____	Date: _____

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

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (6 pages)
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Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	I-1	Revised VA Checklist (1 page)

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

ATTACHMENT 1-A

1. Entire Agreement.

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

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

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

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 23PLN40

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Gadsden County Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 23PLN40

ATTACHMENT 3-A

PROJECT TITLE: Gadsden County Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located within Gadsden County, Florida.

PROJECT DESCRIPTION:
Gadsden County (Grantee) will complete the Gadsden County Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) and a Local Mitigation Strategy (LMS). The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, draft a project schedule, and prepare any other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **1.1:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 2: Public Outreach Meetings

Description: The purpose of public outreach meetings is to inform and engage stakeholders in the project. These meetings will promote transparency, gather community input and local knowledge, and foster collaboration in addressing vulnerabilities identified in the assessment. It is recommended the Grantee conduct two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the VA results. Additionally, during this meeting, the Grantee may conduct exercises to encourage the public to prioritize focus areas of flooding and the critical assets in preparation for the development of adaptation strategies and project development. If focus areas are elected, criteria should be established to guide the public's input for the selection of focus areas.

Deliverables: The Grantee will provide the following:

- **2.1:** For each meeting, the agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 3: Acquire Background Data and Municipal Outreach

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The Grantee will, in coordination with the Department, identify municipalities within the County without a statutorily compliant VA and work to collect municipal data for inclusion in the County-based VA. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data with publicly available data resources.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained either by the Grantee or municipalities included within the county as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.; and
- **3.4:** All records or requests for data from municipalities without statutorily compliant VA.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity

on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Identify Focus Areas

Description: The Grantee will identify focus areas based on the results of the second public outreach meeting, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **6.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **6.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **6.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 7: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S., and based upon public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **7.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **7.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **7.4** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 8: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 9: Local Mitigation Strategy

Description: The results of the VA can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: The Grantee will provide the following:

- **9.1:** A letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: Vulnerability Assessment Report will be incorporated as a reference and annex in the next iteration of the LMS Plan, i.e., the next five-year update; and the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full

deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	$2,500	$0	$2,500	7/1/2022	3/31/2026
2	Public Outreach Meetings	Contractual Services	$18,000	$0	$18,000	7/1/2022	3/31/2026
3	Acquire Background Data	Contractual Services	$17,500	$0	$17,500	7/1/2022	12/31/2025
4	Exposure Analysis	Contractual Services	$38,000	$0	$38,000	7/1/2022	3/31/2026
5	Sensitivity Analysis	Contractual Services	$20,000	$0	$20,000	7/1/2022	3/31/2026

6	Identify Focus Areas	Contractual Services	$29,000	$0	$29,000	7/1/2022	3/31/2026
7	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$37,000	$0	$37,000	7/1/2022	3/31/2026
8	Public Presentation	Contractual Services	$5,000	$0	$5,000	7/1/2022	3/31/2026
9	Local Mitigation Strategy	Contractual Services	$8,000	$0	$8,000	7/1/2022	3/31/2026
		Total:	**$175,000**	**$0**	**$175,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-A

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

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

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

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

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

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

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

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	22.23	37.098	Resilient Florida Programs	$175,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$175,000.00	

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

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN40

Project Title: Gadsden County Comprehensive Vulnerability Assessment

Grantee: Gadsden County

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I-1
REVISED VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist,** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

Board of County Commissioners
Agenda Request

Date of Meeting: May 6, 2025

Date Submitted: April 24, 2025

To: Honorable Chairman and Members of the Board

From: Roosevelt Morris, Interim County Administrator
Curtis Young, Public Works Director

Subject: Approval of Adopt-A-Road Agreement with Gadsden County 4-H Saddle Club

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Statement of Issue:

This agenda item seeks Board approval of the Adopt-A-Road Agreement with Gadsden County 4-H Saddle Club.

Background:

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

Analysis:

This Agreement is limited to litter removal activities and will remain in effect for a period of two (2) years, commencing on the last date of execution as indicated on the Agreement. Under the terms of the Agreement, the Gadsden County 4-H Saddle Club will be responsible for removing litter from designated roadside areas at a minimum frequency of once per quarter.

Fiscal Impact:

The County will provide Adopt-A-Road signage to identify the adopted road segment. Additionally, upon request, the County will supply safety vests, traffic control signs, and large plastic bags to support the litter removal efforts.

Options:

1. Approve the Adopt-A-Road Agreement with Gadsden County 4H Saddle Club and authorize the Chairman to sign.
2. Do not approve.

3. Board Direction.

Interim County Administrator Recommendation:

Option 1.

Attachment:

1. Adopt-A-Road Litter Removal Agreement

GADSDEN COUNTY

ADOPT-A-ROAD

LITTER REMOVAL AGREEMENT

THIS ADOPT-A-ROAD LITTER REMOVAL AGREEMENT ("AGREEMENT"), is entered into between the Gadsden County ("County") and Gadsden Co. 4H Saddle Club (Name of Group) of 2140 W. Jefferson St. Quincy, FL (Address of Group) Sharlee.whidden@ufl.edu (E-Mail) ("Group").

RECITALS

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

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

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

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

E. The Group wants to adopt a minimum of two miles more or less along the County Road System to remove litter at County Road Pavilion Drive (Road Name or Number), from Extension Office to front to back at arena ("Adopted Road Section").

AGREEMENT

The parties agree as follows:

1. **THE GROUP SHALL:**

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

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

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

D. Remove litter during daylight hours only.

E. Remove litter during good weather conditions only.

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

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

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

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

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

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

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

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

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

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

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

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

Contact Name: Sharlee Whiddon — Street Address: 2140 W. Jefferson St.
Telephone No.: 850 875 7262 — City, State, Zip Code: Quincy, FL 32351
E-Mail: Sharlee.whiddon@ufl.edu — Fax: 875 7257 — Cell: 850 556 9359

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

NAME OF GROUP: Gadsden County 4H Saddle Club

BY: Sharlee Whiddon (Group Representative) DATE: April 15, 2025

Sharlee Whiddon (Name)

GADSDEN COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____ (Chairman) DATE: _____

APPROVED AS TO FORM:

BY: _____ [redacted], County Attorney)

ATTEST:

BY: _____ (Nicholas Thomas, Clerk)

GADSDEN COUNTY ADOPT-A-ROAD

LITTER REMOVAL PROGRAM

CONTACT INFORMATION SHEET

Name of Group/Organization:	Gadsden Co. 4H Saddle Club
Contact Person:	Sharlee Whiddon
Address:	2140 W. Jefferson St.
City, State, Zip Code:	Quincy, FL 32351
Daytime Phone #:	850 875 7262
Home Phone #:	850 556 9359
E-Mail:	sharlee.whiddon@ufl.edu
Road:	Pavillion Drive
From:	loop behind Extension office
To:	front of building
Pledge Start Date:	May 2025
Pledge End Date:	

Attention: Gadsden County Public Works
Curtis P. Young, Director
1284 High Bridge Road
P.O. Box 1799
Quincy, FL 32351
Phone: 850-875-8672
Fax: 850-875-8676
cyoung@gadsdencountyfl.gov

Board of County Commissioners
Agenda Request

Date of Meeting: May 6, 2025

Date Submitted: April 24, 2025

To: Honorable Chairman and Members of the Board

From: Roosevelt Morris, Interim County Administrator
Curtis Young, Public Works Director

Subject: Approval of 2025 Small County Consolidated Waste Grant Application with Florida Department of Environmental Protection (DEP)

Statement of Issue:

This agenda item seeks Board approval for the submission of a Grant Application to the Florida Department of Environmental Protection (DEP). The grant is intended to support the Solid Waste Program administered by Gadsden County.

Background:

Since 1993, the DEP has made available the **Small County Consolidated Solid Waste Grant** to assist fiscally constrained counties with populations under 100,000. This grant provides funding for eligible solid waste activities such as recycling, waste tire abatement, and litter prevention. Gadsden County qualifies for this funding and has participated in the program in prior years.

Approval of this item will allow the County to submit the required application and continue to receive funding for these essential services.

Analysis:

For Fiscal Year 2025, Gadsden County is eligible to receive **$93,750.00** through this grant. These funds help subsidize the County's solid waste maintenance and household hazardous waste program, reducing the burden on local resources and ensuring continued compliance with environmental regulations.

Fiscal Impact:

For the upcoming grant cycle, the DEP has allocated **$93,750.00** to Gadsden County. These funds will be used to subsidize the County's solid waste maintenance and household hazardous waste

activities. The grant period is **October 1, 2025, through September 30, 2026**, and will reimburse approved expenses incurred during that timeframe. **There is no local match requirement** for this grant.

Options:

1. Approve the Grant Application between the Gadsden County Board of County Commissioners and the Florida Department of Environmental Protection (DEP) and authorize the Chairman to sign all related documents. Also, authorization for the finance director to approve and sign reimbursement quarterly.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachment(s):

1. FY25 Small County Consolidated Solid Waste Management Grant Application

Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

DEP Form #: 62-716.900(2) F.A.C.
Form Title: Small County Consolidated Solid Waste Management Grant Application
Effective Date: December 17, 2013
Incorporated in Rule: 62-716.500(2), F.A.C.

Small County Consolidated Solid Waste Management Grant Application

1. Name of County Gadsden County

2. Address of County P.O. Box 1799 Quincy, Florida 32353-1799

3. Federal Employer Identification Number 59 - 6000616

4. Name and Title of Contact Person (person handling program on a daily basis)
Name Curtis Young Title Director of Public Works

5. Address of Contact Person P.O. Box 1799 Quincy, Florida 32353-1799

6. Telephone Number of Contact Person (850) 627-4040

7. Population of County 46,277

8. Purpose for which grant money is requested (indicate by checkmarks) per Rule 62-716.510 (1)

_____ a. Purchasing or repairing solid waste scales

x b. Annual solid waste management program operating costs (may include waste tire and litter control and prevention)

_____ c. Planning

_____ d. Construction of solid waste facilities

_____ e. Maintenance of solid waste facilities

_____ f. Education for employees or public

_____ g. Recycling demonstration projects

9. Purpose for which grant money is requested detail. Please complete the two attached forms: (1) DEP - Attachment "A" Grant Work Plan; and (2) DEP Budget-Cost Analysis.

10. Name and Title of Authorized Representative
Name Eric F. Hinson Title CHAIRMAN BOCC

11. This application is due by July 1, of each year.

12. E-Mail Address of Contact person cyoung@gadsdencountyfl.gov

13. My Florida Market Place Registered Vendor Address (this address should be registered with My Florida Market Place and is the address your County wants the Reimbursement Request amount, e.g. State Warrant, sent to)
13A. Name of County (as it appears in M.F.M.P.) Gadsden
13B. Address of County (as it appears in M.F.M.P.) P.O. Box 1799 Quincy, Florida 32353-1799

14. Is your County **Self-Insured** for Liability Insurance, appropriate and allowable under Florida Law? YES __ NO__
If your county is self-insured, **we must have a written statement** from your Chief Financial Officer stating this. (Please Attach).

I CERTIFY that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to apply for this grant on behalf of this county.

_____ _____
Signature of Authorized Representative Date

NOTE: This form may be submitted electronically to waste.grants@dep.state.fl.us or by mail to Financial Management and Procurement, MS 4500, Division of Waste Management, Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

Board of County Commissioners
Agenda Request

Date of Meeting: May 6, 2025

Date Submitted: April 21, 2025

To: Honorable Chairman and Members of the Board

From: Roosevelt Morris, Interim County Administrator

Subject: Approval of Donation to Crossroad Academy

Statement of Issue:

This agenda item seeks Board approval of the Donation to Crossroad Academy for the Boys Varsity Basketball Team's trip to Lakeland, Florida, to compete in the FHSAA State Playoff Game.

Background:

Commissioner Green made this request in February 2025; however, the Clerk's Office advised that it require Board approval through a formal vote.

Analysis:

None.

Fiscal Impact:

$5,000.00 from Line item 001-0001-54800.

Option(s):

1. Approval of the donation to Crossroad Academy.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachment:

- Donation Letter
- Minutes and Expenditure Ledger Sheet

COMMISSIONER GREEN MADE A MOTION FOR A PROCLAMATION FOR RUBY BRADLEY TURNING 106 YEARS OLD AND COMMISSIONER SIMPKINS MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

Commissioner Holt wanted a workshop on non-profits. Chair Hinson stated they need to be conservative on how they spend this year. Commissioner Holt stated she was not talking about spending money; she just wanted a process in place.

Commissioner Holt mentioned the large item drop off and stated they should be taken to the dump.

Kembrew Jackson appeared and stated the purpose for the software for HR was for consistency across the board.

15.d. Commissioner Ronterious Green, Vice-Chair, District 5

Commissioner Green asked about the lease for the Boys & Girls Club. Attorney Baptiste stated the lease was still processing, his goal was to get it done by that meeting, March 10.
He stated the version of the contract he received had notes from 8 months ago and that was a delay. His goal was to get a draft that the City of Quincy can approve of.

COMMISSIONER GREEN MADE A MOTION FOR A PROCLAMATION FOR LAUREN COLLINS AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

COMMISSIONER GREEN MADE A MOTION FOR A PROCLAMATION FOR MS. DAVIS AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

COMMISSIONER GREEN MADE A MOTION FOR A PROCLAMATION FOR DONTRELL HALL AND COMMISSIONER WOOD MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

Commissioner Green asked about the $5,000 donation to Crossroad Academy and if it could come out of the administrator's budget without having to come back for a vote. Attorney Baptiste stated he has not reviewed the minutes about limiting funds that the administrator could expend. He will get with the interim administrator and finance. If any issue, he will ask that it be placed on the agenda for March 18.

15.e. Commissioner Eric F. Hinson, Chair, District 1

Chair Hinson requested a motion for proclamation for 2025 Havana North Side High Mega Reunion.

COMMISSIONER SIMPKINS MADE A MOTION FOR A PROCLAMATION FOR 2025 HAVANA NORTH SIDE HIGH MEGA REUNION AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

Commissioner Hinson mentioned bulky item pick-up is for unincorporated areas and starts March 31- April 3 for district 1. The following week will be district 2 and so on.

EXPENDITURE LEDGERS

ENCUMBRANCE, LIQUIDATION AND EXPENDITURES

VENDOR NAME: **CEDO of Gadsden County dba Crossroad Academy** BOCC Form 25-548

CHECK NUMBER: VENDOR NUMBER: **NEW**

BATCH NUMBER: TRANSACTION DATE: 2/25/2025

FUND			DEPT.				OBJECT					INVOICE DATE	INVOICE NO.	EXPENDITURE
0	0	1	0	2	3	5	5	4	8	0	0		**2025-0220**	$5,000.00

$5,000.00

I certify that the information on the invoices attached is correct and that the invoices listed are in order for payment.

Requisition No. NA

Department Director Signature:

Assistant County Admin. Signature: 2/26/2025

CROSSROAD ACADEMY
CHARTER SCHOOL OF BUSINESS

470 Strong Road | Quincy, FL 32351 | Ph (850) 875-9626 | Fax (850) 875-1403
@iamcacs | www.mycacs.com | www.facebook.com/iamcacs

Ms. Tireshia Galloway, Principal

INVOICE #2025 - 0220

Bill To:

Gadsden County Board of County Commissioners
Attn: Commissioner Ron Green
9 E Jefferson Street, Suite B
Quincy, FL 32351

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID

Month	Dates	Description	Unit Price	Total
2/2025	2/25/25–3/1/25	Sponsorship/Donation to Crossroad Academy Charter School Boys Varsity Basketball Team Trip to Lakeland, FL to Compete in the FHSAA State Playoff Game		5,000

Per Chair Request
2/26/2025

Subtotal	5,000
Tax	
Shipping	
Miscellaneous	
Balance Due	$5,000.00

Please remit payment to:
Crossroad Academy Charter School
470 Strong Road
Quincy, FL 32351
FEIN: 59-2128616

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

Community & Economic Development Organization of Gadsden County, Inc.

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

d/b/a Crossroad Academy Charter School

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

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

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

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

☐ Other (see instructions)

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

Exempt payee code (if any) **5**

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

(Applies to accounts maintained outside the United States.)

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

5 Address (number, street, and apt. or suite no.). See instructions.

20 East Washington Street, Suite A

Requester's name and address (optional)

6 City, state, and ZIP code

Quincy, FL 32351

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				

or

Employer identification number

5	9	-	2	1	2	8	6	1	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** Roshunna Johnson | **Date** 12-3-2024

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an

Board of County Commissioners
Agenda Request

Date of Meeting: May 6, 2025

Date Submitted: April 14, 2025

To: Honorable Chairman and Members of the Board

From: Roosevelt Morris, Interim County Administrator
Trudei Porter, Finance Director

Subject: Approval of Resolution 2025-028 Grant Budget Amendment for FY2025

Statement of Issue:

This agenda item is presented to the Board for approval of Resolution 2025-028 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 2025 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, gift, 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 set up grant budgets for various funds and projects or to adjust budgets due to a change in the grant.

The attached budget amendments listed under Administrative were not required to be advertised as they relate to internal fund transfers, donations, or grants.

Fiscal Impact:

No fiscal impact.

Options:

1. Approve Resolution 2025-028, along with the attached Budget Amendments, and authorize the Interim County Administrator and Finance Director to complete and execute all of the attached amendments.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachments:

- Resolution 2025-028
- Narrative
- Budget Amendment

RESOLUTION NO. 2025 – 028

WHEREAS, the Board of County Commissioners of Gadsden County, Florida, approved the Fiscal Year 2024-2025 Budget and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the 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 _____

Board of County Commissioners
Gadsden County, Florida

_____
Chairman

Attest: Nicholas Thomas, Clerk

By:_____

Amendment Narrative

Budget Amendment #25-053 - Fund 368 – FDOT FL SUN TRAIL – Old Bainbridge Rd Multi Path – Setup Budget - $659,412.00.

Budget Amendment #25-054 - Fund 312 – DOC – CAPITAL PROJECTS – Havana Building at 604 E 5th Avenue, Havana for Telehealth and Career Center –Setup budget for grant $2,000,000.00.

Budget Amendment #25-055 - Fund 169 – Firefighter Cancer Decontamination Equipment – Setup budget for grant $3,720.00.

Budget Amendment #25-056 - Fund 158 – EMS County Award Grant C2520 – Setup budget for grant $4,436.32.

Budget Amendment #25-057 – Fund 124 – ALBERT NETWORK MONITOR GRANT for SOE - Setup budget for grant $10,680.00.

FL SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROG **BA#** **25-053**

Gadsden County BOCC Budget Amendment Form

Date: 2/13/2025
Fiscal Year: 2024-25
Department: 3304
Agenda Item: Setup Grant Budget

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
368		334-4939	CAPITAL PROJECTS-OLD BAINBRIDGE MULTI PATH	-	659,412.00	659,412.00
#1 Subtotal				**-**	**659,412.00**	**659,412.00**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
	620084	56333	ENGINEERING SERVICES	-	164,853.00	1,933,789.80
	620084	56300	IMPROV OTHER THAN BUILDINGS	-	494,559.00	494,559.00
				-	**659,412.00**	**659,412.00**

#2 Subtotal

-

#3 Balancing (Subtotal Line #1 *Less* Subtotal Line 2)

Notes

Setup Grant Budget - FY25

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

Financial Project No:455420-1-34-01	Contract No. _____	Vendor No.: F596000616001	CSFA No. and Title: 55.038 Florida Shared-Use Nonmotorized (SUN) Trail Network Program

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM GRANT AGREEMENT ("Agreement") is entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation, ("Department"), and Gadsden County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.

B. The Florida Shared-Use Nonmotorized Trail Network Program is included in the Department's work program for the purposes of funding and maintaining projects within the network.

C. The purpose of this Agreement is to provide for the Department's participation in **Design of 12-foot asphalt multi-use path on CR 153 (Old Bainbridge Road) from the Gadsden County line to CR 159 (Salem Road) at SR 12**, as further described in **Exhibit "A", Project Description and Responsibilities** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.

D. The Recipient by Resolution No. _____ adopted on _____, 20_____, a copy of which is attached hereto and made a part hereof as **Exhibit "E"**, **Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.

2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through **September 30, 2026**. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: **May 5, 2025** or within

(**N/A Design**) days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

5. **Project Cost:**

    a. The estimated total cost of the Project is **$659,412.00**. This amount is based upon the schedule of funding in **Exhibit "B", Schedule of Financial Assistance**. The schedule of funding may be modified by mutual agreement of the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of **$659,412.00** and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

6. **Compensation and Payment:**

    a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

DOC - CAPITAL PROJECTS - HAVANA BLDG **BA#** **25-054**

Gadsden County BOCC Budget Amendment Form

Date: 4/7/2025
Fiscal Year: 2024-25
Department: 3302
Agenda Item: Setup Grant Budget

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
312		334-2025	CAPITAL PROJECTS - HAVANA BLDG	-	2,000,000.00	2,000,000.00
#1 Subtotal				-	**2,000,000.00**	**2,000,000.00**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
	3304	53150	ENGINEERING SERVICES	-	500,000.00	1,933,789.80
	3304	56200	BUILDINGS	-	1,500,000.00	1,500,000.00
				-	**2,000,000.00**	**2,000,000.00**
#2 Subtotal						

#3 Balancing (Subtotal Line #1 *Less* Subtotal Line 2) -

Notes

Setup Grant Budget - FY25 FOR RENVOATION OF HAVANA BUILDING LOCATED AT 605 E 5TH AVENUE FOR TELEHEALTH AND CAREER SOURCE.

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

Renovation - 604 E. 5th Avenue Havana (Telehealth/Career Center)

Docusign Envelope ID: C09A5914-BC8D-4C46-90A3-4383C8EF871E

Commerce Agreement No.: BB219

FLORIDA CAPITAL PROJECTS FUND GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS FLORIDA CAPITAL PROJECTS FUND PROGRAM GRANT AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Commerce, and Gadsden County Board of County Commissioners ("Subrecipient"). The Florida Department of Commerce and Subrecipient are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law 117-2 American Rescue Plan Act of 2021 ("ARPA"), Section 604 of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021, the U.S. Department of the Treasury (hereinafter referred to as "Treasury") has awarded Capital Projects Fund ("CPF") funds to the State of Florida (Federal Award Identification Number CPFFN0205, Assistance Listing Number 21.029) for support in responding to the economic and public health impacts of the pandemic to contain impacts on their communities, residents, and businesses, and consistent with the Appropriations Act;

WHEREAS, pursuant to section 187 of the Florida 2023-2024 General Appropriations Act, the Florida Legislature reappropriated nonrecurring funds to the Department of Commerce for the Capital Projects Fund authorized under section 165 of Chapter 2022-156, Laws of Florida, to award grants for the expansion of broadband internet service to unserved and underserved areas of the state;

WHEREAS, on July 1, 2023, the Department of Economic Opportunity was renamed to the Florida Department of Commerce (hereinafter referred to as "Commerce");

WHEREAS, the Office of Broadband within Commerce accepted applications for proposed projects to construct/rehabilitate Multi-purpose Community Facilities to enable work, education, and heath monitoring in a manner consistent with the provisions provided in the American Rescue Plan Act of 2021, Capital Projects Fund;

WHEREAS, Subrecipient is an eligible applicant that submitted an application for CPF funding for a proposed Multi-purpose Community Facility project and was awarded funding;

WHEREAS, based on Subrecipient's submitted project proposal and any amendments and attachments thereto (collectively, the "Project"), Commerce has determined that the Project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement, is necessary for the construction and /or rehabilitation of a Multi-purpose Community Facility which directly enables work, education and heath monitoring;

WHEREAS funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of Florida's Federal award;

WHEREAS, the following Exhibits and Attachments are attached hereto and incorporated herein as an integral part of this Agreement:

- Exhibit A: Scope of Work
- Exhibit B: Capital Projects Fund Requirements for Contract Terms and Conditions
  - Attachment 1 to Exhibit B: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- Exhibit C: Monitoring Requirements
- Exhibit D: Notice of Completion and Engineer's Certificate of Compliance
- Exhibit E: Audit Compliance

NOW, THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

AGREEMENT

The foregoing whereas clauses are hereby incorporated into this Agreement and made a part hereof.

1. **TERM.** This Agreement is effective as of February 2, 2024, the date on the Commerce Letter of Intent to Award (the "Effective Date") and shall continue until the Expiration Date. The Expiration Date is the earlier to occur of: (a) December 31, 2026, unless an extension of the time period is requested by Subrecipient and granted in writing by Commerce prior to the expiration of this Agreement; or (b) the date on which this Agreement is terminated pursuant to Section 25. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Commerce determines that Subrecipient has fully satisfied its obligations prior to December 31, 2026, or other duly extended date, then the "Expiration Date" shall be the date of such determination.

2. **TYPE OF AGREEMENT:** This Agreement is a Cost Reimbursement agreement.

3. **FUNDING:** The total amount of awarded funds under this agreement shall not exceed the total amount of Two Million Dollars and Zero Cents (***$2,000,000.00***). Travel expenses are not authorized under this Agreement. Commerce shall not pay Subrecipient's costs related to this Agreement incurred outside of the Agreement Period. In accordance with section 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce. Subrecipient shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Subrecipient instituted or in which Subrecipient has joined as a claimant. Subrecipient shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Subrecipient's business records and accounting system that the Award Funds originated from this Agreement. Subrecipient shall not commingle Award Funds with any other funds. Subrecipient's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

4. **PAYMENTS TO SUBRECIPIENT:**

a. Subrecipient shall submit invoices in support of allowable expenditures for the project at the milestone/task completion identified in Exhibit A, SCOPE OF WORK, through Commerce's Subrecipient Enterprise Resource Application (SERA). All invoices must comply with the requirements of the State of Florida Reference Guide for State Expenditures and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become

FIREFIGHTERS CANCER DECONTAMINATION EQUIP GRANT **BA#** **25-055**

Gadsden County BOCC Budget Amendment Form

Date: 4/7/2025
Fiscal Year: 2024-25
Department: 1704
Agenda Item: SETUP GRANT

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
169		334-0000	FIREFIGHT CANCER DECON FM963	-	3,720.00	3,720.00
#1 Subtotal				-	**3,720.00**	**3,720.00**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
	1704	56007	EQUIPMENT UNDER $5000	-	3,720.00	3,720.00
#2 Subtotal				-	**3,720.00**	**3,720.00**

#3 Balancing (Subtotal Line #1 *Less* Subtotal Line 2) -

Notes

SETUP NEW GRANT

Approved By:
Budget Director
County Manager

Posting
Finance Director
Date

Docusign Envelope ID: 12722EC8-0ED4-4694-B951-008651B49ED2

Agreement # FM963

GRANT AGREEMENT
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND
GADSDEN COUNTY EMERGENCY SERVICES

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and Gadsden County Emergency Services (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Florida Legislature created the Firefighter Cancer Decontamination Equipment Grant Program within the Division of State Fire Marshal (Division) to provide financial assistance to help career fire departments, combination fire departments, and volunteer fire departments procure equipment, supplies, and training designed to mitigate exposure to hazardous, cancer-causing chemicals;

WHEREAS, the Florida Legislature has appropriated funds in Line 2476 of the General Appropriations Act for the 2024-2025 State fiscal year to the Department to implement section 633.137, F.S., for the specific purposes stated therein, and the Division has the authority to administer the program and annually award grants upon the terms and conditions set forth herein and in Rule 69A-37.503, Florida Administrative Code (F.A.C.);

WHEREAS, to be a recipient of State funds under this grant program, the Grantee has identified a source of nonstate funding in an amount that is equal to or exceeds twenty-five percent (25%) of the funding provided to Grantee under this Agreement; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows:

1. **Performance Requirements:**
   The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 1, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. **Compliance with Laws, Rules, Regulations, and Policies:**
   The Grantee shall comply with the applicable local, state, and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

3. **Agreement Duration:**
   The term of this Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the State's fiscal year in which the grant was awarded. The Department shall not be

Docusign Envelope ID: 12722EC8-0ED4-4694-B951-008651B49ED2

Attachment 1

STATEMENT OF WORK

1. **Project Description:** The Grantee has been awarded funding in Line 2476 of the General Appropriations Act for the 2024-2025 Fiscal Year in the amount of $3,720.00. The funds will be used for the purchase of equipment, specifically one (1) Personal Protective Equipment Extractor, as further described in Appendix 1, Itemized Equipment List.

2. **Program Requirements:** The Division of State Fire Marshal (Division) is to enter into grant agreements to provide financial assistance to help career fire departments, combination fire departments, and volunteer fire departments procure equipment and supplies designed to mitigate exposure to hazardous, cancer-causing chemicals when the Florida Legislature appropriates funding for this purpose to the Department for the Firefighter Cancer Decontamination Equipment Grant Program. The Division prioritizes the annual award of grants to those career, combination, and volunteer fire departments demonstrating need via participation in the annual Florida Fire Service Needs Assessment Survey, in compliance with the requirement to submit fire incident data as required in Rule 69A-66.004, F.A.C., in compliance with the Florida Firefighters Occupational Health and Safety Act (or has a plan for correction for any noncompliance issue filed with the Division), and in compliance with the requirement to provide a minimum 25% match of nonstate funding for the amount of funding requested and proof of that funding. Grantees shall only use funds to:

   a. Purchase vehicle exhaust capture systems that are either mounted in the stations or on the vehicles and are compliant with the standards of National Fire Protection Association (NFPA) 1500, Standard on Fire Department Occupational Safety, Health, and Wellness Program, as specified in Rule 69A-62.025, F.A.C.

   b. Purchase personal protective equipment extractor units that are designed to operate using 110-volt alternating current (AC); however, additional costs such as wiring and installation will not be covered.

   c. Purchase personal protective equipment extractor units not designed to operate using 110-volt AC current; however, additional costs such as wiring and installation will not be covered.

   d. Purchase second issued hoods, gloves, and helmet earflaps that are compliant with the standards of NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, as specified in Rule 69A-37.060, F.A.C., and that can be exchanged at the scene or in quarters after fire extinguishment.

   e. Purchase other equipment that is used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

   f. Purchase supplies that are used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

   g. Provide educational training designed to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

EMS COUNTY AWARD GRANT **BA#** **25-056**

Gadsden County BOCC Budget Amendment Form

Date: 4/7/2025
Fiscal Year: 2024-25
Department: 1122
Agenda Item: SETUP GRANT

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
158		334-2001	COUNTY AWARD GRANT C5250	-	4,436.32	4,436.32
#1 Subtotal				**-**	**4,436.32**	**4,436.32**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
	1122	56007	EQUIPMENT UNDER $5000	-	4,436.32	4,436.32
#2 Subtotal				**-**	**4,436.32**	**4,436.32**

#3 Balancing (Subtotal Line #1 Less Subtotal Line 2) -

Notes

SETUP NEW GRANT

Approved By:
Budget Director
County Manager

Posting
Finance Director
Date

RESOLUTION 2025-010

WHEREAS, Gadsden County has been notified that monies are available through the Department of Health to be used for the improvement and expansion of Gadsden County's pre-hospital Emergency Medical Services, and shall not supplant the existing county EMS budget allocations; and

WHEREAS, Gadsden County's Emergency Medical Services is in need of medical equipment; and

WHEREAS, the Board of County Commissioners' budget does not have sufficient funds for these projects.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA that the Board of County Commissioners shall be authorized to apply for said money, on behalf of Gadsden County. When received, said money shall be used solely to improve and expand Gadsden County's pre-hospital EMS, and shall not be used to supplant the EMS budget.

Passed this 2nd day of December, 2024

BOARD OF COUNTY COMMISSIONERS
GADSDEN COUNTY, FLORIDA

ERIC F. HINSON, CHAIRMAN

Attest:

Clerk of Court
Nicholas Thomas

NICHOLAS THOMAS GADSDEN COUNTY FLORIDA CLERK OF CIRCUIT COURT

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
64-202192002-64200800-00-05999800	640000	81	D5000391509	8300	02/26/25	0649906

PAYMENT AMOUNT
$ 4,436.32

AGENCY DOCUMENT NO
V007001

GADSDEN BOARD COMMISSIONERS
GADSDEN COUNTY BOARD OF COUNTY
9B EAST JEFFERSON STREET
QUINCY FL 32351

PLEASE DIRECT QUESTIONS TO: (850) 245-4494, 81 - HQ CONTRACTS-PAYMENT.INQUIRIES@FLHEALTH.GOV

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT HTTP://FLAIR.DBF.STATE.FL.US

INVOICE NUMBER	AMOUNT
C2520	$ 4,436.32

158-334-2001
County Award FY25
C2520

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT
THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC

FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO
64-202192002-64200800-00-05999800	D5000391509	V007001	8300	02/26/25	54-0649906-0 56-1544/441

OLO 640000 SITE 81 CONTACT (850) 245-4494 FOR PAYMENT QUESTIONS

VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-39-376 790

AMOUNT
$*****4,436.32

FOUR-THOUSAND-FOUR-HUNDRED-THIRTY-SIX & 32/100 DOLLARS

EXPENSE WARRANT

TO: DIVISION OF TREASURY
TALLAHASSEE

PAY TO THE ORDER OF
GADSDEN BOARD COMMISSIONERS
GADSDEN COUNTY BOARD OF COUNTY
9B EAST JEFFERSON STREET
QUINCY FL 32351

Jimmy Patronis

JIMMY PATRONIS, CHIEF FINANCIAL OFFICER

"540649060" :044115443: 392793136"

ELECTION SECURITY GRANT **BA# 25-057**

Gadsden County BOCC Budget Amendment Form

Date: 3/20/2025
Fiscal Year: 2024-25
Department: 1124
Agenda Item: Setup Grant Budget

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
124		331-1004	ALBERT NETWORK MONITOR GRANT	-	10,680.00	10,680.00
#1 Subtotal				**-**	**10,680.00**	**10,680.00**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
	1124	54635	MAINT. AGREEMENT COMPUTER	-	6,680.00	6,680.00
		55402	SOFTWARE PURCHASES		2,000.00	2,000.00
		55404	SOFTWARE LICENSES		2,000.00	2,000.00
#2 Subtotal				**-**	**10,680.00**	**10,680.00**

#3 Balancing (Subtotal Line #1 *Less* Subtotal Line 2) -

Notes

SETUP FY25 GRANT

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

E24E019-0001

FLORIDA DEPARTMENT OF STATE

Secretary of State

DIVISION OF ELECTIONS

INVOICE

Organization: Gadsden County Supervisor of Elections

Grant Number: 24.e.an.000.019

W **FEIN:** F 59-6000616 007

Payment Address: 16 South Madison Street Quincy, FL 32353

Title: Election Security - Albert Network - Subscription to Albert Network Monitoring Solution

Contact:

Type of Payment	Payment #	Invoice #	Invoice Period Begin Date	Invoice Period End Date
Fixed Price	1	124e019	7/1/2024	2/21/2025

Total Grant Amount:	$10,680.00
Prior Payment:	$0.00
Balance to Date:	$10,680.00
THIS PAYMENT:	$10,680.00
Balance Remaining:	$0.00

Deliverable(s) provided (as stated in grant agreement):

- category 1: A year Subsription to the Albert Network Monitoring Solution

Documentation Provided

- invoice + check
- Contract Summary Form

ushaputcha — 3/5/2025

Electronic Signature of Grantee (Project Manager or Authorized Official) — Date Of Request Electronically Submitted to DOSGrants.com

Information to be completed by the Department of State:

Deliverables and minimum performance levels have been satisfactorily completed by the recipient:	☑

ushaputcha — 3/5/2025

Electronic Signature for DOS Program Manager Approval — Date Invoice Approved by Grants Staff

Date Invoice Paid by Finance

Fund ID	Category	Encumbrance	Org	EO	OBJECT	GAA Line #
261011	107020	E5E019	45-10-02-10-000	c4	780001	3210A

Vendor ID	Contract
	45E019

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
45-202261011-45100200-00-10702000	450000	00	D5000411233	7800	03/07/25	0677651

PAYMENT AMOUNT
$ 10,680.00

AGENCY DOCUMENT NO
V003072

GADSDEN COUNTY SUPERVISOR OF
ELECTIONS
16 S. MADISON STREET
QUINCY FL 32351

PLEASE DIRECT QUESTIONS TO: (850) 245-6579, DEPARTMENT OF STATE

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT HTTP://FLAIR.DBF.STATE.FL.US

INVOICE NUMBER	AMOUNT
124E019	$ 10,680.00

124-331-1004
24.E.an.000.019
10,680.00

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT
THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC

FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO	56-1544 / 441
45-202261011-45100200-00-10702000	D5000411233	V003072	7800	03/07/25	54-0677651-0	

OLO 450000 SITE 00 CONTACT (850) 245-6579 FOR PAYMENT QUESTIONS

VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-39-417 581

AMOUNT
$****10,680.00

TEN-THOUSAND-SIX-HUNDRED-EIGHTY & 00/100 DOLLARS

EXPENSE WARRANT

TO: DIVISION OF TREASURY
TALLAHASSEE

PAY TO THE ORDER OF
GADSDEN COUNTY SUPERVISOR OF
ELECTIONS
16 S. MADISON STREET
QUINCY FL 32351

Jimmy Patronis

JIMMY PATRONIS, CHIEF FINANCIAL OFFICER

"540677651O" :044165443: 392793136"

Board of County Commissioners
Agenda Request

Date of Meeting: May 6, 2025

Date Submitted: April 21, 2025

To: Honorable Chairman and Members of the Board

From: Roosevelt Morris, Interim County Administrator

Subject: Appointments/Reappointments to the Small County Coalition Board of Directors

---

Statement of Issue:

This agenda item seeks Board approval to appoint/reappoint two representatives from the Gadsden County Board of County Commissioners to the Small County Coalition Board of Directors and identify a County staff person to serve as the County Liaison.

Background:

The Small County Coalition was established in 1991 to advocate for the unique needs and priorities of Florida's small and rural counties. Its mission is to elevate the visibility of issues important to these communities and provide a unified voice at the state level. Membership is open to county commissions with populations of 150,000 or fewer. Currently, the Coalition includes 36 member counties. Each county appoints two Commissioner Representatives to serve on the Coalition's Board of Directors, with full voting authority at Coalition meetings.

Analysis:

In the past, Commissioner Holt and Commissioner Hinson served as the County's representatives, and past County Administrator Edward Dixon served as the County Liaison.

Fiscal Impact:

None.

Option(s):

1. Re-appoint Commissioner Holt as a representative from the Gadsden County Board of County Commissioners, re-appoint Commissioner Hinson as an additional Commissioner, and appoint a County Staff person to serve as the County Liaison.
2. Appoint new representatives from the Gadsden County Board of County Commissioners and appoint a new County Staff person to serve as the County Liaison.
3. Board direction.

Interim County Administrator's Recommendation:

Option 3.

Attachment:

- SCC Designation Form

BOARD OF COUNTY COMMISSIONERS
9-B East Jefferson Street / P. O. Box 1799 · Quincy, Florida 32353
OFFICE: (850) 875-8650 · FAX: (850) 875-8655 · www.GadsdenCountyFl.gov

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

Small County Coalition – Appointment Form

The Gadsden County Board of County Commissioners hereby designates the following individuals to serve as official representatives to the Small County Coalition Board of Directors.

Primary Commissioner Representative

Name: _____

District: _____

Phone: _____

Email: _____

Alternate Commissioner Representative

Name: _____

District: _____

Phone: _____

Email: _____

County Staff Representative

Name: _____

Title/Department: _____

Phone: _____

Email: _____

Approved by the Gadsden County Board of County Commissioners

Chairperson Signature: _____

Name (Printed): _____

Date of Approval: _____

Board of County Commissioners
Agenda Request

Date of Meeting: May 6, 2025

Date Submitted: April 14, 2025

To: Honorable Chairman and Members of the Board

From: Roosevelt Morris, Interim County Administrator

Subject: Approval to Confirm the EMS Director

Statement of Issue:

This agenda item seeks retroactive confirmation from the Board for the employment of Dewayne Ford as the EMS Director.

Background:

The County Administrator has the authority to select, employ, and supervise all personnel and to fill all vacancies, positions, or employment under the jurisdiction of the Board. However, Section 2.83(11), Powers and Duties, of the Gadsden County Code of Ordinance and Florida Statutes 125.74(k), require the Board of County Commissioners to confirm Department heads employed by the Administrator.

Analysis:

Dewayne Ford has an extensive background in the medical field. He is a Licensed Practical Nurse and a certified Firefighter-Paramedic. He holds a Bachelor of Science degree in Healthcare Management and is currently pursuing his master's in healthcare administration. Dewayne also has over four years of experience with the Gadsden County EMS Department.

In order to comply with the County's Code of Ordinance and the Florida Statutes, the County Administrator requests the retroactive confirmation of Dewayne Ford.

Fiscal Impact:

The fiscal impact will be the salary and benefits of the EMS Director as negotiated by the County Administrator.

Options:

1. Approve the County Administrator's recommendation to confirm the employment of Dewayne Ford as the EMS Director.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachments:

Dewayne Ford's resume

DEWAYNE FORD

Tallahassee, FL 32303 | dewayneford91@icloud.com | +1 850 570 1399

NURSING | HEALTHCARE MANAGEMENT

Dedicated nursing professional with extensive experience in direct patient care, healthcare management, and emergency medical services. Proven ability to lead multidisciplinary teams, enhance operational efficiency, and maintain regulatory compliance in diverse healthcare settings. Adept at developing individualized care plans, implementing infection control protocols, and providing advanced life support interventions. Skilled in staff training and workflow coordination to ensure high-quality care and adherence to best practices. Holds a strong educational background in nursing and healthcare management, with a focus on improving patient outcomes and operational excellence.

CORE COMPETENCIES

Patient care and evaluations | Advanced medication administration (PO, IM, SQ, G/J tube care) | Wound management and treatment planning | Advanced Life Support (ALS) interventions | Infection control protocols and compliance | Lab testing and reporting | Staff training and competency development | Workflow optimization and team supervision | Regulatory compliance and policy implementation | Care plan development and interdisciplinary collaboration | Emergency response coordination | Operational planning and efficiency improvement | Administrative responsibilities and reporting | Regulatory Compliance & Survey Preparedness | Resident-Centered Care | Budget Management | IV Therapy and Medication Administration | Memory Care and Skilled Nursing

PROFESSIONAL EXPERIENCE

Assistant Director of Nursing | Allegro Senior Living — Tallahassee, FL **Feb 2024 – Present**

- Manage daily nursing operations, including overseeing resident admissions, conducting comprehensive assessments, and coordinating timely discharges to ensure optimal care continuity.
- Ensure compliance with state and federal regulations by designing and enforcing infection control protocols, reducing risks to residents and staff.
- Develop individualized care plans in collaboration with interdisciplinary teams by evaluating resident health needs and implementing evidence-based solutions.
- Lead staff development programs, conducting training sessions to enhance clinical skills and ensure adherence to established standards of care.

Firefighter-Paramedic | Gadsden County EMS — Quincy, FL **Sep 2019 – Feb 2024**

- Directed operations as B Shift Lieutenant, ensuring smooth execution of emergency response strategies and team coordination.
- Assumed administrative responsibilities in the absence of the Captain, maintaining operational continuity and addressing logistical needs.
- Delivered advanced life support (ALS) interventions following agency protocols to stabilize patients and improve outcomes during emergency responses.
- Conducted weekly training sessions to ensure team preparedness, reinforcing compliance with safety standards and operational protocols.

Licensed Practical Nurse (LPN) | Tallahassee Memory Care — Tallahassee, FL **Jun 2016 – Jan 2020**

- Provided direct patient care, performing wound management, administering medications (oral, intramuscular, and subcutaneous), and maintaining G/J tube functionality to support patient health and recovery.
- Conducted comprehensive patient evaluations, developing personalized care plans that aligned with individual health needs and preferences.
- Supervised and guided ancillary staff, coordinating daily workflows to enhance operational efficiency and ensure high-quality care delivery.

Licensed Practical Nurse (LPN) | Corizon Health — Tallahassee, FL **Apr 2015 – Jan 2017**

- Delivered medical care in a correctional facility, ensuring accurate administration of medications and adherence to treatment protocols.
- Conducted intake evaluations, recording detailed medical histories, vital signs, and presenting symptoms to inform care planning.
- Performed lab testing and communicated results to healthcare teams, facilitating timely diagnoses and treatment implementation.

EDUCATION

Master's in Healthcare Administration (MHA) | Walden University *In Progress,* **August 2024**
B.S. in Healthcare Management | Florida Agricultural and Mechanical University **2013**
Certificate in Practical Nursing | Gadsden Technical Institute **2014**

Certifications

- Florida ALF Core License (#171245308)
- Licensed Practical Nurse (LPN)

Board of County Commissioners
Agenda Request

Date of Meeting: May 6, 2025

Date Submitted: May 6, 2025

To: Honorable Chairman and Members of the Board

From: Roosevelt Morris, Interim County Administrator

Subject: Approval of Supplemental Questions for the County Administrator Position Application

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Statement of Issue:

At the April 15, 2025, regular meeting of the Board of County Commissioners, the Human Resources Department was directed to develop ten supplemental questions to accompany the application for the County Administrator position. In addition, each commissioner was asked to submit two individual questions for inclusion. All questions were to be compiled and presented for review at the May 6, 2025, BOCC meeting.

Background:

The Human Resources Department has submitted ten supplemental questions as directed. In addition, Commissioner Simpkins submitted two individual questions in accordance with the Board's request. At this time, no other commissioners have submitted questions for inclusion.

Analysis:

None.

Fiscal Impact:

None.

Options:

1. Approve the supplemental questions and authorize the Interim County Administrator to advertise the County Administrator's position.
2. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachments:

- HR Supplemental Questions

1. What is your experience managing budgets for a municipal or county government? Can you give specific dollar amounts and examples?

2. Have you worked directly with elected officials such as county commissioners or supervisors? Describe a challenging situation and how you handled it.

3. What is your understanding of the role of a County Administrator versus that of an elected official?

4. What is your long-term vision for a county like ours, and how would you prioritize competing needs such as public safety, infrastructure, and economic development?

5. What role should a County Administrator play in economic development, and what initiatives have you led in this area?

6. What contingency planning processes do you believe every county government should have in place?

7. What's your philosophy on using technology to improve service delivery and public access to information?

8. Describe a time when you had to make budget cuts. How did you decide what to cut, and how did you communicate that to stakeholders?

9. How do you handle conflicting directives from a divided board of commissioners or supervisors?

10. What is your approach to capital improvement planning? How have you successfully managed long-term infrastructure projects?

ITEM TO BE ADDED: 11.f.

Board of County Commissioners
Agenda Request

Date of Meeting: May 6, 2025

Date Submitted: May 2, 2025

To: Honorable Chairman and Members of the Board

From: Roosevelt Morris, Interim County Administrator
Rose Raynak, Finance Director

Subject: Board Approval to Begin the Negotiation Phase with Proposers Responding to Request for Qualifications (RFQ) 25-02 Professional Architectural/Engineering (AE) Services for the Public Safety Complex

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Statement of Issue:

This agenda item seeks Board approval to begin the negotiation phase with Proposers responding to RFQ 25-02 Professional AE Services for the Public Safety Complex.

Background:

The Board approved staff to issue an RFQ seeking proposals from qualified professional architectural firms on December 17, 2024, at the regular board meeting. Following Board direction, County Procurement Policy section 5.10, the grant agreements, and section 287.055, Florida Statutes, staff issued RFQ 25-01, but did not receive the required three responsive proposals to evaluate as required by section 287.055(4)(a), Florida Statutes. Therefore, the RFQ 25-02, for the same services, was advertised with the mandatory pre-proposal conference requirement removed. RFQ 25-02 closed on April 22, 2025, and resulted in four responsive proposals to evaluate and score.

The Interim County Administrator approved the following individuals to serve on the evaluation committee per the County Purchasing Policy, section 5.10.13, with the Interim County Administrator participating due to extensive knowledge and experience with such projects.

- Roosevelt Morris, Interim County Administrator
- Alton Woodward, Gadsden Building Department
- Col. Bobby Collins, Gadsden County Sheriff's Office
- Katherine Pondexter, Gadsden County Sheriff's Office
- Tashonda Whaley, Gadsden County Sheriff's Office

The four Proposals received are listed below and are ranked highest to lowest by the total cumulative score based on signed score sheets from all five evaluators. Each evaluator

used the scoring criteria established in the RFQ 25-02. The Evaluation team determined that presentations from the Proposers were unnecessary for them to complete the scoring and ranking of proposals.

Proposer Name	Cumulative Score
CRA	476
Baker Design Build	372
MLD Architects	350
Exp	324

Project Funding:

The Public Safety Complex includes a new facility for the Sheriff's Office and an Emergency Operations Center (EOC). The EOC design is completed and was paid for by grant F0073, which is closed. The AE services fee allocation of $600,000, provided in grant F0098, will be used to pay for, but not limited to, site plan for the Public Safety Complex property, design package for the Sheriff's Office facility, any needed adjustments to the EOC design, assist with procurement of a contract manager at risk, and project oversight.

Construction of the Sheriff's Office Facility and the EOC will be paid from the grants F0098, F0016, and F0144, which allocate a total of $16,204,106 for construction. The administrative allocation of $100,000 (grant F0098) is reserved for the anticipated Contract Manager at Risk (CMAR), which will be contracted under a separate RFP to be issued once an architect is under contract.

		Budget Allocation				
Agreement #	**Phase**	**A/E***	**Admin***	**FCO****	**Total**	**Description**
F0073		$ 190,000.00	$ 10,000.00	$ -	$ 200,000.00	2019, GAA, Line Item 2669 Funding to rural counties for design of an EOC facility. Completed,
F0098	1	$ 600,000.00	$ 100,000.00	$ 9,300,000.00	$ 10,000,000.00	2021, GAA, Line Item 2645. Funding to complete any needed EOC design work, design of Public Safety Facility, and to begin construction of both facilities.
F0016	2	$ -	$ -	$ 3,398,854.00	$ 3,398,854.00	2023, GAA, Line Item 2710. Funding to complete construction of the EOC and Public Safety Facility.
F0144	3	$ -	$ -	$ 3,505,251.00	$ 3,505,251.00	2024, GAA, Line Item 2725. Funding to complete construction of the EOC and Public Safety Facility.
TOTAL		**$ 790,000.00**	**$ 110,000.00**	**$ 16,204,105.00**	**$ 17,104,105.00**	

Analysis:

The next phase of the RFQ process is the negotiation phase that includes asking the top Proposer, CRA, for a cost proposal for the project and negotiating a contract and cost consistent with the RFQ 25-02, the grant agreements, the County Purchasing Policy sections 5.10.18 and 5.10.19, and section 287.055 (5)(b), FS.

- Cost shall be consistent with rates for similar services and projects in nearby small rural counties and the Department of Management Services' fee calculator for AE services (i.e., cost analysis).

- Should negotiations with CRA be unsuccessful, then the negotiation team shall move to the next highest scoring Proposer, and so forth until a successful negotiation is reached.

The negotiation team shall consist of the Interim County Administrator or his designee, a member of the Gadsden County Sheriff's office as the primary department or agency, and the County Attorney or his designee.

Staff are seeking Board approval to begin the negotiation phase with Proposers responding to RFQ 25-02, Professional AE Services for the Public Safety Project. The negotiation team will present its recommendation of the successful Proposer, draft contract, and cost to the Board in an agenda item seeking Board approval of its recommendation and approval to issue a notice of intent to award.

Fiscal Impact:

There is no fiscal impact with this agenda item. However, it should be noted that the grants are cost reimbursement.

Options:

1. Approve staff to begin the negotiation phase with Proposers responding to RFQ 25-02 Professional AE Services for the Public Safety Complex.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachments:

None.

Note: Score sheets, Proposals, and the RFQ 24-02 are not attached due to file size. The documents are available upon request from the County's Purchasing Office, unless they are exempt from public records as determined by the County's Public Information Office/Public Records Coordinator.