BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING AGENDA
September 16, 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 **ADD** under **Consent:**

Item 7.j Approval of Resolution Urging a Responsible Approach to Re-Establishing Navigation on the Apalachicola River

Request to **ADD** under **General Business:**
Item 11.r Approval of Draft Resolution 2025-___ approving the execution of FRDAP agreements for Pat Thomas Park and Shiloh Park ADA Improvements projects by Mrs. Shawanna Moye, Parks and Recreation Manager.
Item 11.s Approval of a Six-Month Contract Amendment to Extend the Two Professional Engineering Services Contracts
Item 11.t Approval of No-Cost Amendment No. 2 to Construction Contract with Sandco, LLC – South Adams Street Sidewalk LAP Project (FPID 436992-1-58-01)

5. **Approval of Agenda.**

6. Awards, Presentations and Appearances

6.a
Presentation on Grant Funding and Project Progress Update

(Kassandra McGlonn, Grants Administrator)

Major Projects Presentation - FY24-25 Q4 9-16-2025_V3.pptx

7. Consent

7.a

Ratification Memo

(Clerk of Court)

7.a Agenda Item.pdf

7.b

BOCC Meeting/Workshop Minutes:

1. August 19, 2025, Budget Workshop
2. August 26, 2025, Special Meeting
3. September 2, 2025, BOCC Meeting

7.b.1 Agenda Item.pdf
7.b.2 Agenda Item.pdf
7.b.3 Agenda Item.pdf

7.c

SHIP Annual Report and Certification

(Reginald James, Interim County Administrator / Sonya Burns, Housing Coordinator)

7.c Agenda Item..pdf

7.d

Municipal Inter-local Agreement for Animal Control Services-Havana

(Reginald James, Interim County Administrator / Allan Meeks, Animal Control Manager)

7.d Agenda Item.pdf

7.e

Municipal Inter-local Agreement for Animal Control Services-Chattahoochee

(Reginald James, County Administrator / Alan Meeks, Animal Control Manager)

7.e Agenda Item.pdf

7.f

Municipal Inter-local Agreement for Animal Control Services-Greensboro

(Reginald James, County Administrator / Alan Meeks, Animal Control Manager)
7.f Agenda Item.pdf

7.g Municipal Inter-local Agreement for Animal Control Services-Quincy

(Reginald James, County Administrator / Alan Meeks, Animal Control Manager)

7.g Agenda Item.pdf

7.h Municipal Inter-local Agreement for Animal Control Services-Gretna

(Reginald James, County Administrator / Alan Meeks, Animal Control Manager)

7.h Agenda Item.pdf

7.i Municipal Inter-local Agreement for Animal Control Services-Midway

(Reginald James, County Administrator / Alan Meeks, Animal Control Manager)
7.i Agenda Item.pdf

7.j Approval of Resolution urging a Responsible Approach to Re-Establishing Navigation on the Apalachicola River
7.j Agenda Item.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 for Hanna Mill Pond Bridge Design

(Reginald James, Interim County Administrator / Curtis Young, Public Works Director)

11.a Agenda Item.pdf

11.b
Board Direction and Approval of Resolution 2025-045 Gadsden County Development Council Amendment for FY2025

(Reginald James, Interim County Administrator / Rose Raynak, Director of Finance)

11.b Agenda Item.pdf

11.c
Approval and Execution of State Aid Grant Agreement

(Reginald James, Interim County Administrator / Tabitha D. Washington, Director of Library Services)
11.c Agenda Item.pdf

11.d
Approval of Funding Re-Allocation to Support Gadsden County Senior Services

(Reginald James, Interim County Administrator / Louis J. Baptiste, Interim County Attorney)

11.d Agenda Item.pdf

11.e
Authorize the Clerk of Court's Finance Director to Process and Disburse Payments for Task Force Members

(Reginald James, Interim County Administrator / Louis J. Baptiste, Interim County Attorney)
11.e Agenda Item.pdf

11.f
Approval of Property Damage Settlement Regarding Bridge Incident near Chattahoochee, FL

(Reginald James, Interim County Administrator/ Louis J. Baptiste, Interim County Attorney)
11.f Agenda Item.pdf

11.g
Approval to Sell Surplus Vehicles at Auction

(Reginald James, Interim County Administrator / Curtis Young, Public Works Director)

11.g Agenda Item.pdf

11.h

Approval to Pay Johnson Controls for the Tamper Switch Proposal and Service Agreement

(Reginald James**,** Interim County Administrator /Johnny Riley, Facilities Manager)
11.h Agenda Item.pdf

11.i

Approval of the Interlocal Agreements for Human Services for the City of Havana Senior Citizens

(Reginald James, Interim County Administrator /LaToya Fryson, Elderly Affairs)

(MATERIALS TO BE PROVIDED)
11.i Agenda Item.pdf

11.j

Approval of the Agreement between the County and CRA as the Design Professional for the Public Safety Complex/EOC in Response to RFQ 25-02 Professional Architectural/Engineering (AE) Services.

(Reginald James, Interim County Administrator / Louis J. Baptiste, Interim County Attorney)
11.j Agenda Item.pdf

11.k

Approval of Core Contract Documents for the Department of Health

(Florida Department of Health Gadsden County)

11.k Agenda Item.pdf

11.l

Approval of The William S. Stevens COVID Shelter's Change Order No. 3 (authorizes the use of contingency funds and revises the completion date) and Change Order No. 4 (authorizes purchase of appliances, worktables, awning, etc.)

(Reginald James, Interim County Administrator)

11.L Agenda Item.pdf

11.m

Approval of the CDBG-DR EMS Quincy Grant Agreement M0026 Amendment #2 to Extend the Agreement Expiration Date through September 30, 2026.

(Reginald James, Interim County Administrator / Rose Raynak, Finance Director)

11.m Agenda Item.pdf

11.n Consideration of Approval of Site Selection for Proposed Boys & Girls Club and Community Center (Quincy, Fl)

(Reginald James, Interim County Administrator)

11.n Agenda Item.pdf

11.o Approval of Contract with Corrections Software Solutions for Probation Case Management

(Reginald James, Interim County Administrator / Temeka Rollins, Probation Manager)

11.o Agenda Item.pdf

11.p Approval of Fire and Rescue Interlocal Agreement Between Gadsden County, Florida and the Town of Havana, Florida

(Reginald James, Interim County Administrator)

11.p Agenda Item.pdf

11.q Approval of the Interlocal Agreements for Human Services for the City of Chattahoochee Senior Citizens

(Reginald James, Interim County Administrator / LaToya Fryson, Elderly Affairs)

(MATERIALS TO BE PROVIDED)

11.q Agenda Item.pdf

11.r Approval of Draft Resolution 2025-___ approving the execution of FRDAP agreements for Pat Thomas Park and Shiloh Park ADA Improvements projects by Mrs. Shawanna Moye, Parks and Recreation Manager

(Reginald James, Interim County Administrator)

11.r Agenda Item.pdf

11.s Approval of a Six-Month Contract Amendment to Extend the Two Professional Engineering Services Contracts

(Reginald James, Interim County Administrator / Rose Raynak, Finance Director)

11.s Agenda Item.pdf

11.t Approval of No-Cost Amendment No. 2 to Construction Contract with Sandco, LLC – South Adams Street Sidewalk LAP Project (FPID 436992-1-58-01)

(Reginald James, Interim County Administrator / Curtis Young, Public Works Director)

(MATERIALS TO BE PROVIDED)
11.t Agenda Item.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
(Reginald James, 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

Major Projects: Statuses &Timelines

Kassandra McGlonn, Grants Administrator
Executive Team (CA, OMB, DED, IT, BD, GA)
FY24-25 – Quarter 4

Outline

I. Background

II. Procurement Considerations

III. Major Project Details

I. Background

Background

- ICA team assembly to assess streamlining project completion
- Established 2 categories of projects
  - **Major -** Larger, construction projects, high dollars
  - **General –** Smaller projects (all non-major)

II. Procurement Considerations

Procurement Options

Option 1:

Issue work authorization from an existing professional services continuing services contract (CSC)

- Funding agency must approve use of CSC.
- Need to consult with the contractor for draft work authorization.
- Funding agency approves draft work authorization, if required.
- County Administrator and County Attorney must approve the draft work authorization.
- Board must approve final work authorization.

Option 2:

Issue a Project Specific Competitive Solicitation (i.e., RFP, RFQ, ITB, Formal Written Quotes)

- Design packages for the construction of a single project exceeding $7.5 million (s. 287.055 FS).
- Funding agency directive.
- Wanting competitive pricing.
- Advertising Requirements-based on estimated construction cost.
  - 21 days in excess of $200,000.00
  - 30 days in excess of $500,000.00

Procurement Roles& Responsibilities

PROJECT MANAGER

- Notifies and collaborates with Purchasing on the need to develop a competitive solicitation, and to determine the type of procurement required based on factors such as:
  - project scope,
  - cost,
  - grant requirements,
  - funding source,
  - timelines, and
  - other factors that may affect the competitive solicitation.
- Provides Purchasing with:
- Draft scope of work.
- Specific requirements and forms.
- Approved design package for a construction solicitation.
- Grant agreement and any special conditions.
- Coordinates calls between Purchasing, County Attorney, and Funding Agency for any clarifications.
- Obtains funding agency approval of documents, designs, notices to proceed, etc.

PURCHASING

- **Step One – Draft Procurement Package:**
  - Develops draft procurement documents based on collaboration and information provided by the Project Manager.
  - Participates in meetings/calls with the County Attorney and Funding Agency for clarifications and special conditions.
  - Provides draft procurement documents to the Project Manager for review and approval of the funding agency as applicable.
  - Makes revisions as required to the procurement documents.
  - Forwards final draft procurement documents to the County attorney for approval to advertise.
  - Notifies Project Manager that County Attorney has approved for advertising and follows up with Project Manager to obtain any missing information or documents.
- **Step Two – Final Procurement Package:**
- Prepares:
  - Final procurement package with final schedule of events.
  - Legal ad and sends to newspapers.
- Provides:
  - PIO with procurement package for posting on County website.
  - DMS/Office of Supplier Diversity for posting on their website for MBE outreach.
- **Step Three – Proposal Openings**
- Receives and opens all responses per County Purchasing Policy and Procurement documents.
- Prepares bid tab of all responses.
- Verifies that all required documents are included in each response.

EVALUATION & NEGOTIATION TEAM

- **Purchasing:**
- Coordinates with the Project Manager on the suggested team members and submits names to the County Administrator for approval. Notifies team members that they have been selected to serve on the team.
- Develops scoring sheets per the criteria in the procurement documents.
- Provides team members with proposals, scoring instructions, and scoring sheets.
- **Evaluators:**
- Reviews each response for conformance and responsiveness to procurement documents, due diligence to verify qualifications, references, etc., and evaluates responses based on the procurement documents and instructions from Purchasing.
- Submits completed evaluation sheets for RFPs/RFQs to Purchasing for compiling all scores to determine the highest-scoring, responsible proposal or recommendation for the lowest, responsible bidder for ITBs, and next steps.

Awards and Contracts

RFP

- **PURCHASING**
- Advise County Administrator of scoring results.
- Prepares Agenda Item Seeking Board Approval of Notice of Intent to Award for 72 hours, to issue Notice to Award, and approval for the project manager to negotiate the contract.

- **PROJECT MANAGER**
- Negotiates contract
- Seeks County Attorney Approval.
- Prepares agenda item for Board approval.

RFQ

- **PURCHASING**
- Advise County Administrator of scoring results.
- Prepares Agenda Item Seeking Board Approval for Negotiation Team to Negotiate Cost with the Highest Scoring Firm.
- At conclusion of negotiations, prepare an agenda item seeking Board approval of cost, to issue the Notice of Intent to Award for 72 hours, issue the Notice of Award, and approval for the Attorney to negotiate the contract.

- **COUNTY ATTORNEY**
- Negotiates contract.
- Seeks County Attorney Approval.
- Prepares agenda item for Board approval.

ITB

- **PURCHASING**
- Advise County Administrator of lowest, responsive bidder
- Prepares Agenda Item Seeking Board Approval of Notice of Intent to Award for 72 hours, to issue Notice to Award, and approval for the project manager to negotiate the contract.

- **PROJECT MANAGER**
- Negotiates contract
- Seeks County Attorney Approval.
- Prepares agenda item for Board approval.

III. Major Project Details

The Continuum

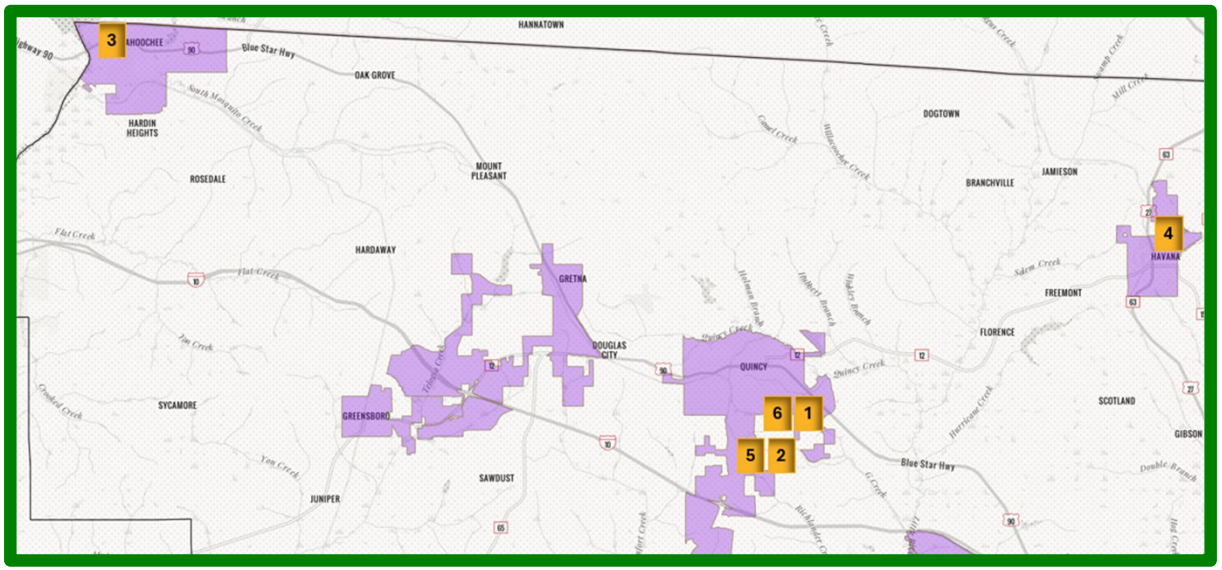
Continuum for Project Completion



Major Projects Listing

1. Special Needs Shelter
2. EMS Building
3. Chattahoochee MPCF
4. Havana MPCF
5. Public Safety Complex
6. Boys & Girls Club

Major Projects Map



FY24-25, Q4

(Listed in order of slide presentation, not order of priority)

1. Special Needs Shelter

TOTAL: **$483,000**

Purpose: Retrofit Gadsden County Community Hospital areas A and B2-4 to function as a special needs shelter (wind impact hardening, generator setup)

Department: Emergency Management

Funder: FDEM (State Legislative Grant)

Agreement Effective: January 11, 2023

Agreement Expiration: August 31, 2025*



23186 Blue Star Hwy, Quincy

Status: Construction ITB final draft with County Attorney for approval

1. Procure Engineer
2. Execute Engineer Contract
3. Design Development
4. Procure Construction Contractor (Nov 2025)
5. Execute Construction Contract (Dec 2025)
6. Break Ground (Feb 2026)

*(Option to extend; Amendment #2 for extension is pending)

2. EMS Building

TOTAL FUNDING: **$2,500,000**

Purpose: Design/construction of Quincy EMS station

Department: Emergency Medical Services

Funder: Florida Commerce (HUD → CDBG-DR)

Agreement Effective: April 13, 2022

Agreement Expiration: September 2027*

Status: Florida Commerce approval pending for construction RFP package



264 Joe Adams Rd., Quincy

1. Procure Engineer
2. Execute Engineer Contract
3. Design Development
4. Procure Construction Contractor (Nov 2025)
5. Execute Construction Contract (Dec 2025)
6. Break Ground (Feb 2026)

*Option to extend

3. Chattahoochee MPCF (Broadband)

TOTAL FUNDING: **$4,000,000**

HIGH PRIORITY

Purpose: Design/construction of multipurpose community facility (MPCF): telehealth, career, education activities w/broadband internet connection.

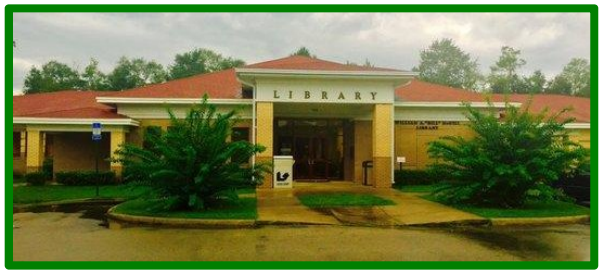
Department: Library Services

Funder: Florida Commerce (ARPA, Broadband)

Agreement Effective: February 2, 2024

Agreement Expiration: October 31, 2026*

Status: Design actively being developed by CRA Architects



Cowen Public Library
300 Maple Street, Chattahoochee

1. Procure Engineer
2. Execute Engineer Contract
3. Design Development (Oct 2025)
4. Procure Construction Contractor (Nov 2025)
5. Execute Construction Contract (Dec 2025)
6. Break Ground (Jan 2026)

*No extension beyond December 2026

4. Havana MPCF (Broadband)

TOTAL FUNDING: **$2,000,000**

HIGH PRIORITY

Purpose: Design/construction of multipurpose community facility (MPCF): telehealth, career, education activities w/broadband internet connection.

Department: Library Services

Funder: Florida Commerce (ARPA, Broadband)

Agreement Effective: February 2, 2024

Agreement Expiration: December 31, 2026

Status: Design actively being developed by CRA Architects



604 E. 5th Ave, Havana

1. Procure Engineer
2. Execute Engineer Contract
3. Design Development (Oct 2025)
4. Procure Construction Contractor (Nov 2025)
5. Execute Construction Contract (Dec 2025)
6. Break Ground (Jan 2026)

5. Public Safety Complex

TOTAL FUNDING: ~**$18 Million** (5 Agreements)

Purpose: Design/construction of Sheriff's Facility and the EOC (Public Safety Complex).

Department: Emergency Management

Funder: FDEM (State Legislative Grant)

Agreements Effective: 2023 - 2024

Agreements Expiration: 2026 – 2027*



604 Joe Adams Rd., Quincy

Status: Design contractor (CRA Architects) procured; contract pending execution

1. Procure Engineer
2. Execute Engineer Contract (Oct 2025)
3. Design Development (January 2026)
4. Procure Construction Contractor (March 2026)
5. Execute Construction Contract (May 2026)
6. Break Ground (June 2026)

*Option to extend

6. Boys & Girls Club

TOTAL: **$3,618,705**

HIGH PRIORITY

Purpose: Design/construction of Boys and Girls Club Facility

Department: Parks and Recreation

Funder: Florida Commerce (State Legislative Grant)

Agreement Effective: July 1, 2023 (SFY)

Agreement Execution: May 27, 2024

Agreement Expiration: June 30, 2026

Status: Design development is pending site selection



Proposed Location:
Strong Road; 22 Acre Parcel

1. Procure Engineer
2. Execute Engineer Contract
3. Site Selection (Sep 2025)
4. Design Development (Nov 2025)
5. Procure Construction Contractor (Jan 2026)
6. Execute Construction Contract (Feb 2026)
7. Break Ground (April 2026)

TEAM WORK MAKES THE.....!

Questions? Comments?

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: September 2, 2025

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

Accounts Payable Dated: August 20, August 21, August 22, August 28, August 29

Payroll Dated: September 4

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

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

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

AT A WORKSHOP HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON AUGUST 19, 2025, AT 4:00 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, Appeared online
Brenda A. Holt, District 4
Shawn Wood, District 3
Reginald James, Interim County Administrator
Louis Baptiste, Interim County Attorney
Adriana Quijada, Deputy Clerk

Call to Order, Invocation and Pledge of Allegiance
Commissioner Holt called the workshop to order at 4:02 p.m. Commissioner Holt led into a moment of silence and the Pledge of Allegiance.

Commissioner Simpkins and Commissioner Green appeared online.

Citizens Requesting to be Heard on Non-Agenda Items (3-minutes 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.

Commissioner Wood read aloud the above statement.

5. General Business

5.a. Introduction

Mr. James introduced budget workshop #6. He stated he has gone over the budget with Ms. Raynak and they have cut as much as they could without affecting personnel. He also stated they need a number on the non-profit reserve part.

Chair Hinson appeared at 4:05 p.m.

5.b. Budget Workshop #6

Ms. Raynak appeared. She wanted to provide an update on property insurance and stated they have received their preliminary premiums back from the company on Friday and it was looking like a $300,000 mark. She stated the only way they could get their property insurance down is increasing their deductible mostly for name storms.

Commissioner Green appeared at 4:18 p.m.

Ms. Raynak went on to the EMS plan. She stated Chief Ford had presented a 24/72 schedule and that would raise some salaries. It would hopefully reduce overtime and burnout.

Chief Ford appeared before the board. He wanted to clarify that there would not be employee raises in regards to the overall salary; there will be some reduction in salary. The increased cost they will see is the cost of adding that extra shift they would need. It would be a $200,000 increase to what they are currently budgeted for. He stated there is a raise in the hourly pay but in regards to the overall salary, it has decreased because they would be working approximately 600 hours less.

Commissioner Wood asked about the EMS cost. Ms. Raynak stated it will be around $1.8 million transferred from the general fund into EMS, if the plan is approved.

Chief Ford stated he got numbers from Madison County where their average salary is $72,000. Chair Hinson asked to get numbers from 3 different counties.

Ms. Raynak went on to the Summer Youth Program. Originally, it was at $552,000 and they took out $100,000 from that to put into another project per the commissioner's request. They approved adding 90 additional students and it brought the budget up to around $487,000 for last year. On August 4, they put back $350,000 to the program. It was up to commissioners on what level they wanted for this.

Mr. James stated he supported this program and did not want to diminish it but there are ground rules they need to set. Commissioner Wood asked to consider if that program should have more money than the Boys & Girls Club.

Commissioner Holt thought to set the Summer Youth program at $300,000 and Commissioner Green suggested $350,000. Mr. James requested the exact number for the program and Chair Hinson stated they could set it at $350,000.

Commissioner Holt stated there are approximately 15 employees that have not received their raises going on two years. They need to include that into these numbers because they were promised a raise.

Mr. James mentioned the non-profit reserves and stated they need numbers on this. Ms. Raynak stated they spent around $300,000 to $400,000 last year, that included TDC. She suggested an amount be set for this and each commissioner will have an equal share of that amount.

Commissioner Holt stated they need policy and procedure for non-profits. It could be a problem if they are picking and choosing. Chair Hinson stated personally, he would rather spend on emergency housing as there are a lot of homes still affected by Hurricane Michael.

Commissioner Green stated they definitely would need to cut back on non-profits. They need to also see the return in investment and if the non-profits are really serving the community.

Commissioner Wood stated he agreed with Commissioner Holt on needing a process for non-profits. They will have a problem with picking one over the other and what district they are in.

Chair Hinson stated this year, they should not worry about non-profits. Commissioner Simpkins stated that sounded really good, but it was not reality. They need to set an amount and put a process in place. Chair Hinson stated he was not against non-profits; it was just a tough year.

Commissioner Holt stated they should set up a committee and let them go through non-profit applications.

Chair Hinson stated he would like to set funding for the Gadsden County Development Council. Commissioner Simpkins would also like to add funding for that in the budget. Commissioner Green stated it did not make any sense to add it to the budget right now when they are trying to do some cutting. Chair Hinson stated he would consider this an investment, not a takeaway.

Chair Hinson stepped out at 5:42 p.m.

Ms. Raynak stated she needed numbers for the millage rate. The preliminary estimate was at 9.5 and she needed direction. For the last 3 years, the millage rate has been at 9.0.

Commissioner Green suggested to stay at the 9.0 millage rate. Commissioner Holt suggested 9.2 and Commissioner Simpkins suggested a rollback rate of 8.75.

Ms. Raynak stated EMS was looking at around $5.1 million dollars for their budget. It was at $5.2 million last year. Commissioner Holt asked if that fits into the millage rate. Ms. Raynak stated it was budgeted in the 9.0 millage rate.

Commissioner Holt stated she has always supported GCDC but she thought that they need to get with the Economic Developer; that was the purpose of hiring that position.

6. Motion to Adjourn

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, VICE-CHAIR GREEN DECLARED THE WORKSHOP ADJOURNED AT 5:53 PM.

GADSDEN COUNTY, FLORIDA

_____
ERIC F. HINSON, Chair
Board of County Commissioners

ATTEST:

_____
NICHOLAS THOMAS, Clerk

AT A SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON AUGUST 26, 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
Reginald James, Interim County Administrator
Louis Baptiste, Interim County Attorney
Adriana Quijada, Deputy Clerk

1. **Call to Order, Invocation and Pledge of Allegiance**
Vice- Chair Green called the meeting to order at 6:03 p.m. Pastor Farr led into invocation and Commissioner Green led into the Pledge of Allegiance to the U.S. Flag.

Commissioner Simpkins appeared at 6:04 p.m.

4. **Amendments to the Agenda**
No amendments.

5. **Approval of Agenda**
COMMISSIONER HOLT MADE A MOTION TO APPROVE THE AGENDA AS PRESENTED AND COMMISSIONER WOOD MADE THE SECOND. THE BOARD VOTED 4-0 TO APPROVE.

6. **Citizens Requesting to be Heard on Non-Agenda Items (3-Minute-Limit)**
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Vice-Chair Green read aloud the above statement.

Cathy Farr, 564 Middle Creek Rd. Quincy, FL
Ms. Farr appeared before the board to discuss the notice of proposed property taxes. She requested a millage rate of 8.7.

William Farr, 564 Middle Creek Rd. Quincy, FL
Mr. Farr appeared before the board to discuss the notice of proposed property taxes. He also requested a millage rate of 8.7.

Chair Hinson appeared at 6:10 p.m.

7. General Business

7.a. Finalization of the Tentative Budget for FY 25-26

Mr. James stated it was going to be a tight budget year so they would need to reduce expenditures. He mentioned reducing the 89 county vehicles and cutting the cost of insurance and maintenance. He stated he took out COLA from the budget to help cut costs. Also, the phase 2 raises were not budgeted and wanted advise from the board on how to proceed.

Commissioner Green asked what was the projective cut on vehicles and any other cuts they are making. He stated although the items may not be budgeted, they did vote to approve for it to be in the budget for phase 2. Ms. Raynak stated she was not sure if the board approved it, but at the request from Mr. James they pulled it out of the budget right now just to see how it would lay out. She stated they have not put a dollar amount to the cut of county vehicles at the moment, but she assumed they were going to save a couple $100,000 a year. She recommended for the board to go out and look at insurance and a bid process. It could be a potential cost savings to the county.

Mr. James mentioned the Medium4 contract and their pay history. He asked why were they spending so much money on an outside vendor to do PR work when they have hired a PR person to do it.

Mr. James stated another issue was that they paid registration cars for them to attend a conference. He did not know a public entity that does that. He recommended that they terminate the $200,000 contract with Medium4.

Mr. Baptiste stated there are 2 current contracts that were approved by the board. The contract that Mr. James was referring to was $150,000 and the board agreed to a 3-year agreement for $450,000. He was evaluating whether or not the board could terminate that contract. It was not agenda item tonight and requested to get this on another agenda.

Commissioner Green stated marketing is an expensive tool and the company has re-branded the whole look of this county. He stated his concern was not addressed regarding the employee raises.

Mr. James stated he was just trying to make the public understand where the money was being spent. They did not need to go look for another PIO.

Commissioner Holt stated there was a reason for the 2 Medium4 contracts. They have not gotten anyone cheaper for the TDC. She stated she was interested in the COLA because the cost of living was going up.

Commissioner Green stepped out at 6:31 p.m.

Mr. Baptiste stated the salary schedule was not a part of the agenda and the tentative budget. He asked to get back to the agenda. Commissioner Holt stated the 15 employees should have been put into the budget.

Ms. Raynak stated for personnel costs, the only increase was for FRS and health insurance. For operational costs, the only increases they have had are things like utilities, insurance, and fuel.

The County Administrator's focus is on expenditures that are dedicated to program improvement and public service to provide maximum return on investment to taxpayers. Ms. Raynak stated about 50% of the budget improvements and increases are going to be in the emergency services area. 20% of it will be in economic development, 5% in staffing, and 5% in parks/libraries/Boys-Girls.

Ms. Raynak read aloud the administrative priorities for 2025-2026:

- Finalize all pending large building projects
- Review/revise all services and contracts to determine necessity and competitiveness of cost for services
- Review/revise staffing levels, policies, and procedures to ensure that they are all positively impacting the delivery of more efficient and effective service to public
- Build/strengthen bridges with community to ensure we are addressing and responding to their needs

Ms. Raynak stated their goal tonight was to move forward with the tentative budget that will be published. This budget will be discussed in a public hearing on September 15 where the public has the chance to put their input. Ms. Raynak recommended to retain the 2024-2025 millage levels.

Chair Hinson asked what was the amount last year for veteran services. Ms. Raynak stated last year, they were budgeted at $266,354. This year was $216, 132. Some of those cuts came because of adjustments in the Enterprise leases. For senior citizens, they had no budget last year, and this year they have an amount of $72,000.

Cathy Farr appeared before the board again and stated she appreciated the Interim Administrator and Commissioner Simpkins stating that they want to be fiscally conservative. She mentioned the PowerPoint presentation and stated it showed a lot of increases. She would love to see the millage rate under 9.0.

Commissioner Wood stepped out at 7:28 p.m. and returned at 7:30 p.m.

COMMISSIONER HOLT MADE A MOTION TO APPROVE THE TENTATIVE BUDGET FOR FY 25-26 AND COMMISSIONER HINSON MADE THE SECOND. THE BOARD VOTED 3-2 TO APPROVE. COMMISSIONER SIMPKINS AND COMMISSIONER WOOD OPPOSED.

8. Motion to Adjourn

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR HINSON DECLARED THE MEETING ADJOURNED AT 7:43 PM.

GADSDEN COUNTY, FLORIDA

_____
Eric F. Hinson, Chair
Board of County Commissioners

ATTEST:

_____
NICHOLAS THOMAS, Clerk

AT A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON SEPTEMBER 2, 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
Reginald James, Interim County Administrator
Louis Baptiste, Interim County Attorney
Adriana Quijada, Deputy Clerk

1. Call to Order, Invocation and Pledge of Allegiance

Chair Hinson called the meeting to order at 6:01 p.m. Vice-Chair Green led into invocation and the Pledge of Allegiance.

Commissioner Simpkins arrived at 6:04 p.m.

4. Amendments to the Agenda

Mr. James requested to pull from the Consent agenda item 7.c., SHIP Annual Report and Certification.

Mr. James also requested to add the below items under General Business:

- Item 11.h Approval of Tammy Jimenez's appointment to the Gadsden County Board of Planning Commission.
- Item 11.i Approval Funding Re-Allocation to Support Gadsden County Senior Services
- Item 11.j Approval to Accept DOH Funding and a Proposal from Handtevy for an EMS Lifesaving Mobile Application, Training, and Support
- Item 11.k Approval for Florida Department of Law Enforcement Salary Assistance for Fiscally Constrained Counties Grant
- Item 11.l Approval of No-Cost Amendment No. 1 to Construction Contract with Sandco, LLC – South Adams Street Sidewalk LAP Project
- Item 11.m Approval of Marty Spears's appointment to the Gadsden County Board of Planning Commission

COMMISSIONER HOLT MADE A MOTION TO APPROVE THE ABOVE AMENDMENTS AND COMMISSIONER WOOD MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

5. Approval of Agenda

COMMISSIONER HOLT MADE A MOTION TO APPROVE THE AGENDA AS AMENDED AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

6. Awards, Presentations, and Appearances

7. Consent

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

7.a Ratification Memo

7.b BOCC Meeting/Workshop Minutes
1. August 4, 2025, Budget Workshop
2. August 5, 2025, Regular BOCC Meeting
3. August 11, 2025, Special Meeting
4. August 14, 2025, Special Meeting
5. August 19, 2025, Regular BOCC Meeting

~~**7.c. SHIP Annual Report and Certification**~~

7.d. Approval and Signatures for Satisfaction of Special Assessment Lien

7.e. Approval and Signatures for Special Assessment Liens and Contracts-SHIP

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.

Chair Hinson read aloud the above statement.

Carolyn Ford, 526 Key St. Quincy, Fl
Ms. Ford appeared before the board to discuss Stevens School. She stated she was a part of the process of writing the grant for the school. She was concerned because the commissioners work for the community and she did not know where they stood.

COMMISSIONER HOLT MADE A MOTION TO APPEAL TO ALLOW COMMISSIONER COMMENTS ON THIS SUBJECT AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

Commissioner Holt stated Ms. Ford was correct on this issue. She stated the committee for Stevens School did not have any say on when they were doing the ribbon cutting. They need to have input on this because they have worked on it for 7 years. Also, they should not schedule a ribbon cutting on a Friday due to less coverage on it.

Gary Murray

Mr. Murray appeared before the board to discuss Woodberry Road issues. Mr. Baptiste provided an update on this road. They will send additional notices in 30 days before they take the next step.

10. Public Hearing

11. General Business

11.a. Approval of Barineau Road Over Willachoochee Creek Bridge Rehabilitation Notice of Award, Supplemental Agreement, Task Order, Resolution

Mr. James presented the above item.

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

11.b. Board Direction and Approval of Resolution 2025-045 Gadsden County Development Council Amendment for FY2025

Mr. James presented the above item.

Mr. Baptiste stated they should have pulled this item for it to go under a public hearing.

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

11.c. Approval of CEI Task for WSB for the Providence Road (CR 274) Widening and Resurfacing

Mr. James presented the above item.

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

11.d. Approval of CEI Task Work Order for Dogtown Road (CR 161A) Widening and Resurfacing

Mr. James presented the above item.

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

11.e. Approval of the Updated William M. Inman Agricultural Pavilion and Grounds Rental Agreement (2025)

Mr. Baptiste presented the above item.

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

11.f. Approval of the Updated MOU between the Gadsden County Board of County Commission and the Gadsden County Soil and Water Conservation District for governmental support

Mr. Baptiste presented the above item.

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

11.g. Approval of the Certificate of Public Convenience and Necessity (COPCN) for Survival Flight, Inc.

Mr. Baptiste presented the above item.

Janet Hardman and Trent Robinson appeared. Ms. Hardman stated part of their MOU was for Survival Flight to provide training. They are also interested in including an EMT program.

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

11.h. Approval of Tammy Jimenez's appointment to the Gadsden County Board of Planning Commission

Mr. James presented the above item.

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

11.i. Approval Funding Re-Allocation to Support Gadsden County Senior Services

Mr. Baptiste asked to pull this item due to it also requiring a public hearing.

COMMISSIONER GREEN MADE A MOTION TO PULL THIS ITEM AND COMMISSIONER HOLT MADE THE SECOND. THE BOARD VOTED 3-2 TO APPROVE.

Commissioner Holt stated they have a citizen requesting to be heard on this item. Chair Hinson stated they could not talk about it due to it being pulled. Commissioner Wood stated he would like to hear the citizen speak.

Mr. Baptiste stated there could be a motion to revisit section 9 that allows public comments.

COMMISSIONER HOLT MADE A MOTION TO ALLOW PUBLIC COMMENTS ON THIS ITEM AND COMMISSIONER WOOD MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

Avis Woods, 719 Strom Rd. Quincy, FL

Ms. Woods appeared before the board. She mentioned having a program put in place for the seniors in the Sawdust community.

11.j. Approval to Accept DOH Funding and a Proposal from Handtevy for an EMS Lifesaving Mobile Application, Training, and Support

Mr. James presented the above item.

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

11.k. Approval for Florida Department of Law Enforcement Salary Assistance for Fiscally Constrained Counties Grant

Mr. James presented the above item.

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

11.l. Approval of No-Cost Amendment No. 1 to Construction Contract with Sandco, LLC – South Adams Street Sidewalk LAP Project (FPID 436992-1-58-01)

Mr. James presented the above item.

Derrick Elias, P.O. Box 2171

Mr. Elias appeared before the board. He mentioned South Adams Street needing a water main; there are a lot of draining issues. He asked why put down those sidewalks now knowing that the street and water main issue will have to be addressed.

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

11.m. Approval of Marty Spears's appointment to the Gadsden County Board of Planning Commission

Mr. James presented the above item.

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

12. Clerk of Court

No updates.

13. County Attorney

Mr. Baptiste mentioned a traffic crash that occurred in 2023 that damaged portions of a bridge. The county already paid to fix the bridge and recommended that the board accept the insured limits.

14. County Administrator

Mr. James stated he appreciated Ms. Ford and Ms. Woods coming to speak.

Mr. Baptiste stated Mr. James did reach out to his office and attempted to place the CRA contract for the EOC & Sheriff building on tonight's agenda. They had to pull it because they did not get a cost table on time. It will be on the next meeting.

Mr. James mentioned the vehicle issue and trying to rectify it. They are going to meet with Enterprise to try to eliminate some of these challenges. He mentioned the type of county vehicles they have and it being unusual since they are a fiscally-constrained county. He stated they do need some vans for the senior citizens.

Commissioner Green stated they need to look at what direction they want to go with for permanent legal services.

15. Discussion Items by Commissioners

15.a. Commissioner Alonzetta Simpkins, District 2

Commissioner Simpkins asked if they could address the trees and limbs at Attapulgus Highway.

Commissioner Simpkins stated to not remain a house divided as they are stronger together. She stated for them to put their personal opinions and agendas to the side for the best interest of the county.

15.b. Commissioner Shawn Wood, District 3

Commissioner Wood had concerns about buildings and asked for a special meeting.

Commissioner Wood mentioned Stevens School and wanted an update on it every 2 weeks.

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

Commissioner Holt stated it was important that they have a strategic plan.

Commissioner Holt stated there are several people wanting to know what they are going to do with the program for Stevens School and the funding.

Commissioner Holt stated she discussed with the attorney having a legal software to look up cases. She would like for him to bring the cost of that software.

Commissioner Holt believed that no matter how much money they have in the bank, it should be used for a hospital.

15.d. Commissioner Ronterious Green, District 5

Commissioner Green asked how do they discuss concerns they may have even when it relates to employment. Mr. Baptiste stated if a member of this commission makes a public statement regarding an on-going employee situation, that statement could bind the commission. That commissioner could be called as a witness to take a position against the county. The administrator controls day-to-day operations and a comment from a commissioner could be seen as them encroaching on the administrator's abilities. A commissioner is allowed to question the administrator.

Commissioner Green stated they need to make sure they are getting quality people that show up to the Planning & Zoning meetings.

Commissioner Green mentioned the animal shelter and possibly re-locating it. He stated they could possibly move it across the jail on Pat Thomas Parkway and having inmates help out at the shelter. He will get with the administrator on this.

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

Chair Hinson mentioned needing lighting. He also wanted them to bring forth every contract they have in general.

Commissioner Holt stepped out at 8:17 p.m.

Chair Hinson requested for all the commissioners be sent a copy of the bond they had for around 6 million for road paving. He also stated they need to have a meeting on bonds.

16. Motion to Adjourn

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR HINSON DECLARED THE MEETING ADJOURNED AT 8:22 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: September 15, 2025

Date Submitted: August 18, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Sonya Burns, Housing Coordinator

Subject: **SHIP Annual Report and Certification**

Statement of Issue:

This agenda item is presented to the Board for acceptance and execution of the State Housing Initiative Partnership (SHIP) Annual Report Certification. Reports are being presented as courtesy and transparency.

Background:

Florida Statues and Florida Administrative Code require each county and eligible municipality to submit annual reports each year of its affordable housing programs, initiatives, and accomplishments through June 30. The report shall be certified as accurate and complete by the local government's chief elected official or his/her designee. In addition, rules and regulations require the Florida Housing Finance Corporation to review each local government's annual report and provide any comments concerning the effectiveness of all local programs.

Analysis:

The report shall be made available by the county for public inspection and comment. The county shall provide notice of the availability of the proposed report and solicit public comment. The notice must state the public place where a copy of the proposed report can be obtained by interested persons. Members of the public may submit written comments on the report to the County and the Corporation.

Fiscal Impact:

NONE

Options:

1. Accept FY 22-23 SHIP Annual Report. and authorize the Chairman to sign.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1

Attachments:

FY 22-23 Annual Report
Report Certification
Fair Housing Information
Community Involvement Flyers

Title: SHIP Annual Report

Report Status: Unsubmitted

Gadsden County FY 2022/2023 Closeout

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Purchase Assistance	$37,900.00	4				
3	Rehabilitation	$217,890.00	4				
6	Rehabilitation	$50,115.00	3				
	Homeownership Totals:	**$305,905.00**	**11**				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
18	Foreclosure Prevention	$3,543.52	1				
	Rental Totals:	**$3,543.52**	**1**				
	Subtotals:	**$309,448.52**	**12**				

Additional Use of Funds

Use	Expended	Percentage
Administrative	$42,211.00	9.99 %
Homeownership Counseling	$25,000.00	
Admin From Program Income		.00 %
Admin From Disaster Funds		-
Admin From HHRP		NaN %

Totals:	**$376,659.52**	**12**	**$.00**	**$.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$422,117.00
Program Income (Interest)	$4,563.00
Program Income (Payments)	$.00
Recaptured Funds	$.00
Disaster Funds	
HHRP Funds	
Carryover funds from previous year	-$38,929.93
Total:	**$387,750.07**

*** Carry Forward to Next Year: $11,090.55**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	452	484	621	814	1,007
VLI	752	806	967	1,118	1,247
LOW	1,203	1,289	1,547	1,787	1,993
MOD	1,806	1,935	2,322	2,683	2,994
Up to 140%	2,107	2,257	2,709	3,130	3,493

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$309,448.52	100.00%
Public Moneys Expended	$.00	.00%
Private Funds Expended	$.00	.00%
Owner Contribution	$.00	.00%
Total Value of All Units	$309,448.52	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$305,905.00	$383,187.07	79.83%	65%
Construction / Rehabilitation	$309,448.52	$383,187.07	80.76%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *	Totals of Percentages
Extremely Low	$62,440.00	16.10%	
Very Low	$88,908.52	22.93%	EL+VL: 39.03%
Low	$158,100.00	40.77%	EL+VL+L: 79.81%
Moderate	$.00	.00%	
Over 120%-140%	$.00	.00%	
Totals:	$309,448.52	79.81%	

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	$62,440.00	3	$.00	0	$62,440.00	3
Very Low	$88,908.52	5	$.00	0	$88,908.52	5
Low	$158,100.00	4	$.00	0	$158,100.00	4
Moderate	$.00	0	$.00	0	$.00	0
Over 120%-140%	$.00	0	$.00	0	$.00	0
Totals:	$309,448.52	12	$.00	0	$309,448.52	12

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Purchase Assistance	QUINCY	1		1			2
Purchase Assistance	Unincorporated		1	1			2
Foreclosure Prevention	Unincorporated		1				1
Rehabilitation	QUINCY			2			2
Rehabilitation	Unincorporated	1	3				4
Rehabilitation	HAVANA	1					1
	Totals:	**3**	**5**	**4**			**12**

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Purchase Assistance	QUINCY		2			2
Purchase Assistance	Unincorporated	1	1			2
Foreclosure Prevention	Unincorporated		1			1
Rehabilitation	QUINCY			1	1	2
Rehabilitation	Unincorporated			1	3	4
Rehabilitation	HAVANA			1		1
	Totals:	**1**	**4**	**3**	**4**	**12**

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Purchase Assistance	QUINCY		2		2
Purchase Assistance	Unincorporated		2		2

Foreclosure Prevention	Unincorporated		1		1
Rehabilitation	QUINCY		2		2
Rehabilitation	Unincorporated	1	3		4
Rehabilitation	HAVANA		1		1
	Totals:	**1**	**11**		**12**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp-anic	Asian	Amer-Indian	Other	Total
Purchase Assistance	QUINCY		1	1				2
Purchase Assistance	Unincorporated		2					2
Foreclosure Prevention	Unincorporated		1					1
Rehabilitation	QUINCY		2					2
Rehabilitation	Unincorporated	1	3					4
Rehabilitation	HAVANA		1					1
	Totals:	**1**	**10**	**1**				**12**

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Purchase Assistance	QUINCY	1			1
Purchase Assistance	Unincorporated				0
Foreclosure Prevention	Unincorporated				0
Rehabilitation	QUINCY			1	1
Rehabilitation	Unincorporated			3	3
Rehabilitation	HAVANA				0
	Totals:	**1**		**4**	**5**

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
Purchase Assistance	Service Industry	27,900.00	3
Purchase Assistance	Nurse/Healthcare	10,000.00	1
Foreclosure Prevention	Educator/School Employee	3,543.52	1
Rehabilitation	Educator/School Employee	60,325.00	1
Rehabilitation	Service Industry	45,990.00	1

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	Year Adopted (or N/A)
Expedited permitting		Required	Implemented, in LHAP	1995
Ongoing review process		AHAC Review	Implemented, in LHAP	1995

Support Services

Gadsden County is committed to keeping residents informed and supported through a variety of housing and community initiatives. To ensure residents remain knowledgeable about housing rules, regulations, and ongoing financial changes, SHIP staff hosted financial literacy clinics in each district and municipality throughout the county.
The County currently owns two houses that serve as temporary housing for displaced residents receiving rehabilitation or emergency services. These homes are also available to individuals and families affected by fires or floods, with temporary stays typically ranging from 90 to 120 days. Recently, Gadsden County acquired an additional property with a dwelling that will be renovated and added to the SHIP program's inventory of temporary and emergency housing.
In addition, Gadsden County continues its strong partnership with the Big Bend Continuum of Care (CoC), participating annually in the Point-in-Time (PIT) count and providing essential resources such as personal hygiene products, food, housing assistance, and substance abuse support. Veterans are also assisted with referrals to comprehensive services tailored to their needs. Looking ahead, the County is actively researching funding opportunities and identifying property to support the development of tiny homes and a homeless shelter, further expanding emergency and transitional housing options for residents in need

Other Accomplishments

In an effort to ensure that residents of Gadsden County remain well-informed about housing rules, regulations, and the continual changes within the financial sector, SHIP staff conducted financial literacy clinics and fair housing workshops in each district and municipality across the county. Heirs' property and Probate clinics are continuing also. Partnerships continue with FAMU Cooperative, USDA Rural Development, City of Quincy Redevelopment Agency, Quincy Police Department, Gadsden County Sheriff Department and Big Bend Homeless Coalition.

Availability for Public Inspection and Comments

Notification of AR review available are published in each local newspaper, county website, and notice place in public buildings...libraries, courthouse where the public frequents. Also presented at the BOCC regular board meeting for commissioners and public view.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **25**

Mortgage Foreclosures

A. Very low income households in foreclosure: **1**

B. Low income households in foreclosure: **2**

C. Moderate households in foreclosure: **0**

Foreclosed Loans Life-to-date: **3**

SHIP Program Foreclosure Percentage Rate Life to Date: **12.00**

Mortgage Defaults

A. Very low income households in default: **1**

B. Low income households in default: **2**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **3**

SHIP Program Default Percentage Rate Life to Date: **12.00**

Strategies and Production Costs

Strategy	Average Cost
Foreclosure Prevention	$3,543.52
Purchase Assistance	$9,475.00
Rehabilitation	$38,286.43

Expended Funds

Total Unit Count: **12** Total Expended Amount: **$309,448.52**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Purchase Assistance	MARIA & VINCENTE OYERVIDES	521 WASHINGTON STREET	QUINCY	32351	$10,000.00	
Purchase Assistance	ANIYAH WHITE	128 PITTMAN STREET	QUINCY	32351	$10,000.00	
Foreclosure Prevention	LAQUITTA ROBINSON	910 JACKSON STREET	HAVANA	32333	$3,543.52	
Rehabilitation	SHAROLYN THOMAS-WOOD	938 SOUTH ADAMS STREET	QUINCY	32351	$60,325.00	
Rehabilitation	LATONYA & DAVID PRESIDENT	518 SHILOH ROAD	QUINCY	32351	$45,990.00	
Rehabilitation	CATINA MURRAY	329 4TH STREET	HAVANA	32333	$18,640.00	
Rehabilitation	BETTY JO DIXON	315 TILLMAN ROAD	QUINCY	32352	$7,100.00	
Rehabilitation	FRED & BABARA GREEN	714 HARDIN STREET	QUINCY	32351	$77,775.00	
Purchase Assistance	SHERIKA BEAN	63 MARTIN STREET	QUINCY	32351	$10,000.00	
Rehabilitation	LAWERENCE RICH	536 RIVERVIEW ROAD	HAVANA	32333	$33,800.00	
Rehabilitation	LEOLA FRANCIS	422 SHADEFARM ROAD	QUINCY	32352	$24,375.00	

Purchase Assistance	SHANISE JACKSON	187 SUNDAY ROAD	CHATTAHOO CHEE	32324	$7,900.00	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Gadsden County BOCC	Local Government	All	All	$42,211.00

Program Income

Program Income Funds	
Loan Repayment:	
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	$4,563.00
Total:	**$4,563.00**

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	45
Approved	10
Denied	4

Explanation of Recaptured funds

Description	Amount
Total:	**$.00**

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units: 320,000.00

Or

Not Applicable

Form 5

Special Needs Breakdown

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units	% of Allocation
1	Purchase Assistance	$7,900.00	1			
3	Rehabilitation	$157,565.00	3			
6	Rehabilitation	$50,115.00	3			
	Total:	**$215,580.00**	**7**			**51.07%**

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) Rehabilitation	Developmental Disabilities	$45,990.00	1		
(6) Rehabilitation	Developmental Disabilities	$25,740.00	2		
(3) Rehabilitation	Receiving Supplemental Security Income	$77,775.00	1		
(3) Rehabilitation	Receiving Veterans Disability Benefits	$33,800.00	1		
(6) Rehabilitation	Receiving Supplemental Security Income	$24,375.00	1		
(1) Purchase Assistance	Receiving Supplemental Security Income	$7,900.00	1		

Provide a description of efforts to reduce homelessness:

Gadsden County maintains an active partnership with the Big Bend Continuum of Care (CoC), participating annually in the Point-in-Time (PIT) count and providing essential resources such as personal hygiene products, food, housing information, and substance abuse support services. The County also assists veterans by offering referrals to comprehensive programs designed to meet their specific needs. Currently, Gadsden County is collectively exploring funding opportunities and identifying property to support the development of tiny homes and a homeless shelter to expand emergency and transitional housing options for residents in need.

Interim Year Data

Interim Year Data

Revenue	
State Annual Distribution	$532,782.00
SHIP Disaster Funds	
HHRP Allocation	
Program Income	
Total Revenue:	**$532,782.00**

Expenditures/Encumbrances	
Program Funds Expended	$365,535.00
Program Funds Encumbered	$115,500.00
Total Administration Funds Expended	$33,500.00
Total Administration Funds Encumbered	
Homeownership Counseling	$20,000.00
Total Expenditures/Encumbrances:	**$534,535.00**

Set-Asides		Percentage
65% Homeownership Requirement	$481,035.00	90.29%
75% Construction / Rehabilitation	$481,035.00	90.29%
30% Very Low Income Requirement	$325,395.00	61.07%
60% Very Low + Low Income Requirements	$411,835.00	77.30%
20% Special Needs Requirement	$281,335.00	52.80%

LG Submitted Comments:

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of GADSDEN COUNTY BOCC (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2022-2023 and interim years 2023-2024.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
   a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
   b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $ 380,000.00.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $ 75,000-90,000.00

Staff Member responsible for submitting annual report to FHFC: Sonya Burns

Witness Signature Date	Chief Elected Official or Designee Signature Date ERIC F. HINSON, BOCC CHAIR
Witness Printed Name	Chief Elected Official or Designee Printed Name REGINALD JAMES, INTERIM ADM.
Witness Signature Date	
Witness Printed Name	
or	ATTEST (Seal)
Signature Date	

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

CERTIFICATION
Required by S.H.I.P.

On behalf of **GADSDEN COUNTY, FLORIDA**, I hereby certify that the following information
(NAME OF LOCAL GOVERNMENT)
is true and accurate as of the date of submission:

_____ Date_____ _____ Date _____
Witness Chief Elected Official

Eric F. Hison, BOCC Chairperson
(Type) Name and Title

_____ Date_____ _____ Date _____
Witness County/City Administrator
(whichever applies)

Reginald James, Interim-County Administrator
(Type) Name and Title

Or

_____ Date 9/15/2025
Attest (Seal)

Note: This form will be utilized beginning with **FY 2019-2020

GADSDEN COUNTY SHERIFFS OFFICE

in partnership with the

GADSDEN COUNTY SENIOR CITIZEN FOUNDATION

5th ANNUAL

SENIOR Fun Day

MAY 21, 2025

Wednesday 9am - 2pm

"FANNING IN THE SUN"

CHATTAHOOCHEE RIVER LANDING

269 RIVER LANDING RD · CHATTAHOOCHEE, FLORIDA 32324

All Gadsden Seniors Invited!

FISHING, FOOD, MUSIC AND RAFFLES

Gadsden COUNTY

GADSDEN COUNTY SENIOR CITIZEN FOUNDATION

Gadsden COUNTY ELDERLY AFFAIRS

FAIR HOUSING

Fair Housing refers to laws and regulations that make it illegal to discriminate on the basis of a protected class in many activities which relate to the sale, lease, or rental of housing.

It is illegal to discriminate in housing based on the following:

- Race
- Color
- National Origin
- Sex
- Religion
- Physical or mental disability
- Familial status (the presence of children under the age of 18 or a pregnant female)

Federal and state laws protect you against housing discrimination and intimidation within the home. These laws apply to activities which include the following:



- Renting
- Buying
- Advertising
- Financing
- Purchasing property
- Insurance
- Building accessible housing

Harassment of a person enforcing fair housing rights is prohibited.

It may be housing discrimination if...



- you are told the apartment is not available to inspect, but a "for rent" sign is displayed.
- the owner tells you that your children must have separate bedrooms.
- the manager takes your application and promises to call you, but your phone never rings.
- you have a service animal (such as a guide dog) and you are told "No pets allowed."
- the landlord explains why another place would be better for you.
- the real estate agent steers you away from the neighborhood you requested.
- your condo or homeowners association won't let you make physical modifications to your unit to meet your disability.
- you are told that all first floor units are rented and children aren't allowed on the upper floors.
- a lender imposes different terms and conditions on a mortgage loan (such as interest rates or application procedures).

What to do if you experience housing discrimination



- Keep a written record of all attempted and actual contacts and conversations with the manager, landlord, owner, real estate agent, loan officer, mortgage officer, insurance agent, and others involved.
- Keep all documents, including leases, receipts, applications, letters of denial, and other materials related to the discrimination.
- You may contact:
  - Your local legal aid or legal services office
  - Florida Commission on Human Relations 800-342-8170
    e-mail: chrinfo@fchr.myflorida.com
    web site: http://fchr.state.fl.us
  - HUD Fair Housing Hotline 1-800-669-9777
    e-mail: Fheowebmanager@hud.gov
    web site: www.hud.gov/offices/fheo




COUNTY





SENIOR FUN DAY			
Project:	Senior Fun Day	Meeting Date:	05/21/2025
Facilitator:	Senior Service & Housing	Place/Room:	Chattahoochee River Landing

Name	Phone
1. Mary Ray	
2. Nettie N Paddock	850-556-4738
3. Stephanie Williams	850-688-3569
4. Vernestean Leftwich	850_491-2900
5. Robbie Gilder	850-627-9978
6. Mildred Grandberry	732-532-8041
7. Rose Jackson	805-627-3693
8. Joyce Johnson	850-515-1679
9. Verdell Nelomes	850-363-9816
10. Evelyn Rollins	850-508-4155
11. Rosetta Blake	850)856-5531
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	

Gadsden
COUNTY HOUSING PROGRAM

STATE HOUSING INITIATIVES PARTNERSHIP

Florida Housing administers the State Housing Initiatives Partnership Program (SHIP), which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The program was designed to serve very low, low and moderate income families.



WHAT CAN SHIP FUNDS BE USED FOR?

SHIP Program dollars may be used to fund emergency repairs, housing rehabilitation, down payment and closing cost assistance (new construction and existing homes), impact fees, construction and gap financing, mortgage buy-downs, acquisition of property for affordable housing, matching dollars for federal housing grants and programs.

WHO DOES THE PROGRAM SERVE?

Extremely Low, Very Low, Low, and Moderate-Income families.

ELIGIBLE PROPERTIES:

SHIP Assists with these Homes:

- Foreclosures
- Modular
- New Construction Loans and Existing Construction

INCOME ELIGIBILITY:

Qualified participants' income must fall between **30 percent and 140 percent** of the median income of **$88,700** established by the state for the participant's household size.

NEW CONSTRUCTION:

A new construction loan amount cannot exceed **$320,000** to receive Gadsden County's SHIP down payment/closing cost assistance.

EXISTING HOMES:

Existing homes must be **less than 10 years** of age, and the loan amount **cannot exceed $220,000.**

LENGTH OF LIEN:

- **New Construction lien is 10 years.**
- **Existing home lien is 7 years.**

SHIP DOES NOT COVER:

- **Homeowners Insurance**
- **Liens on Property (before purchase)**
- **Heir Property**

MAXIMUM HOMEOWNERSHIP AWARD AMOUNT • $10,000
MAXIMUM REHABILITATION AWARD AMOUNT • $80,000

Gadsden County Housing Division
State Housing Initiatives Partnership Program
Edward J. Butler
Governmental Complex Building
9-B East Jefferson Street
Quincy, Florida 32351
(850) 875-8659

OFFICE HOURS
Monday-Friday · 8 AM - 5 PM

SONYA BURNS
SHIP ADMINISTRATOR
MICHELLE THOMAS
ADMINISTRATIVE ASSISTANT
AMANDA PALM-MARSHALL
STAFF ASSISTANT

APPOINTMENTS ONLY
Monday –Thursday · 9 AM – 4 PM

JUNE NATIONAL HOMEOWNERSHIP MONTH

Theme: Breaking the Cycle of Generational Curses and Creating Wealth

FREE Financial Literacy Clinics
June 5th -August 11th
6:00p.m. – 8:00p.m.

AGENDA

District 1
Commissioner Eric F. Hinson
Havana Community Development Center
June 18, 2025 **CANCELLED**

Debit Consolidation and Life After Bankruptcy

- How Does Debit Consolidation Work
- Life After Bankruptcy Do's and Don't's

Banking, Budgeting and Goal Setting

- Checking/Savings Accounts
- Preparing For Emergencies
- Defining, Building and Maintaining a Budget
- Setting Long Term and Short-Term Goals

District 2
Commissioner Alonzetta Simpkins
Havana Public Library
June 24, 2025-**RESCHEDULED**

Banking, Budgeting and Goal Setting

- Checking/Savings Accounts
- Preparing For Emergencies
- Defining, Building and Maintaining a Budget
- Setting Long Term and Short-Term Goals

Understanding Credit

- Opening and Closing Credit
- Late/Missed Payments

- Repossessions
- Foreclosure

District 3
Commissioner Shawn Wood
Greensboro Town Hall

Debit Consolidation and Life After Bankruptcy
- How Does Debit Consolidation Work
- Life After Bankruptcy Do's and Don't's

Understanding Credit
- Opening and Closing Credit
- Late/Missed Payments
- Repossessions
- Foreclosure

District 4
Commissioner Brenda A. Holt
Helen Frank Community Center

Understanding Credit
- Opening and Closing Credit
- Late/Missed Payments
- Repossessions
- Foreclosure

Living Wills, Trust and IUL Insurance
- Understanding Insurance
- Learning about Unemployment Insurance and Medicare/Medicaid
- Prepaid Burial Plans
- Exploring Insurance Fraud

District 5

Commissioner Ronterius "Ron" Green

Career Planning and Retirement Plans

- Creating a Side Hustle
- Advancing and Changing Careers
- Investments, IRA, 401k

Living Wills, Trust and IUL Insurance

- Understanding Insurance
- Learning about Unemployment Insurance and Medicare/Medicaid
- Prepaid Burial Plans
- Exploring Insurance Fraud

TOPICS

1. Understanding Credit
    - Opening and Closing Credit
    - Late/Missed Payments
    - Repossessions
    - Foreclosure
2. Housing
    - SHIP
    - CDBG
    - Habitat for Humanity
    - Fair Housing Act

3. Banking, Budgeting and Goal Setting
    - Checking/Savings Accounts
    - Preparing For Emergencies
    - Defining, Building and Maintaining a Budget
    - Setting Long Term and Short-Term Goals

4. Debit Consolidation and Life After Bankruptcy
    - How Does Debit Consolidation Work
    - Life After Bankruptcy Do's and Don't's

5. Career Planning and Retirement Plans
    - Creating a Side Hustle
    - Advancing and Changing Careers
    - Investments, IRA, 401k

6. Living Wills, Trust and IUL Insurance
    - Understanding Insurance
    - Learning about Unemployment Insurance and Medicare/Medicaid
    - Prepaid Burial Plans
    - Exploring Insurance Fraud

GUEST PANELIST

- Chrissy Shorter-Arnold,
- Monica Nash, Capital City Bank

- Jamie Coleman, Esq.
- Michelle Mickles, Movement Mortgage
- Carla Chukes, Law Enforcement Instructor-Parole/Probation
- Tony Mitchell, Licensed Insurance Agent
- Samantha Stark-Harrison, Fl. Division of Retirement Specialist
- Sheri M. Proctor, Affordable Housing Specialist
- Emmauel Gonzalez, Affordable Housing Loan Officer and Realtor
- Nicole Everett, Habitat for Humanity

Close-Out

Saturday, June 28, 2025-CANCELLED
10:00a.m. – 2:00p.m.
BOCC Meeting Chamber – Credit Counseling Sessions
(Appt. Only)

Vendor Booth Set-up
Courthouse Grounds
Gadsden County SHIP
Habitat for Humanity
Capital City Bank
Gadsden County Building Dept.
Gadsden County Planning/Zoning Dept.
Gadsden Veteran Service Office
Gadsden County Tax Collector
Gadsden County Property Appraiser
Gadsden County Health Department

Gadsden County Fire/Rescue (volunteer firefighter recruitment)
Florida Dept. of Corrections
Florida Public Safety Institute
Capital City Bank
Self Help Bank

****LUNCH WILL BE SERVED AT 12 NOON SATURDAY****

Hotdogs
Hamburgers
Chips
Lemonade

Commissioner Brenda A. Holt, Gadsden County District 4

August 12, 2025, at 6:00 PM
Centenary Methodist Church, Quincy Florida 32351

AGENDA
"Breaking Generational Curses and Creating WEALTH"
Financial Literacy Clinics

Welcome and Introduction – Brenda A. Holt, District 3 Commissioner
Sonya Burns, Housing Coordinator

Community and County Resources

a. Veteran Services
b. Planning and Community Development
c. Health and Community Engagement
d. HUD and Housing Initiatives

Understanding Credit

a. Opening and Closing Credit
b. Late/Missed Payments
c. Understanding Credit Scores
d. Repossessions/Bankruptcy
e. Checking and Savings Services

QUESTIONS

Closing Remarks
Brenda A. Holt, District 4 Commissioner

GUEST PANELIST:

Sgt. Michael Jackson
Veteran Service Officer

Dr. Natasha Ruiz-Villar
Health Service Coordinator

Sonya Burns
Housing Coordinator

Buford Scott
Principal Planner

Sheri Proctor
Mortgage Consultant-Capital City Bank

Elizabeth Jenkins
Mortgage Insurance

Demoni Proctor-Hall
Branch Manager - Centennial Bank-

Nicole Everett
Habitat for Humanity

Chrissy Shorter-Arnold
Blue Legacy and Credit Masters

Donovan Woods
Community Engagement

Commissioner Brenda A. Holt, Gadsden County District 4

July 9, 2025, at 6:00 PM
Helen Franks Community Center, Gretna, Florida 32332 (Gretna @ Caution Light)

AGENDA
"Breaking Generational Curses and Creating WEALTH"
Financial Literacy Clinics

Welcome and Introduction – Brenda A. Holt, District 4 Commissioner
Sonya Burns, Housing Coordinator

Understanding Credit /Affordable Housing Options

a. Opening and Closing Credit
b. Late/Missed Payments
c. Understanding Credit Scores
d. Repossessions/Bankruptcy

Heir Property, Probate, Wills, Insurance, Family and Community Resources

a. Understanding Heir Property and Probate
b. Exploring Life Insurance
c. Prepaid Burial Plans
d. Family and Community Engagement

Career Planning and Retirement Plans

a. Understanding Retirement and Investments
b. Community Involvement
c. Advancing and Changing Careers

QUESTIONS

Closing Remarks
Brenda A. Holt, District 4 Commissioner

GUEST PANELIST:

Chrissy Shorter-Arnold-**Understanding Credit**
Blue Legacy and Credit Masters

Sheri Proctor – **Affordable Housing**
Mortgage Consultant-Capital City Bank

Felecia Thomas-**Heir Property & Probate**
Thomas Law Firm

Elizabeth Jenkins-**Mortgage Insurance**
Jenkins and Associates

Antonio Bradwell-**Pre-paid Burial Plan**
Bradwell Mortuary

Prenell Mitchell-**Understanding the Process**
Mitchell Insurance

Carla Chukes-**Probation and Parole Instructor**
Tallahassee Community State College

Chief Dwane Ford-**Director**
Gadsden County EMS

Robin Watkins-**Programs and Resources**
Family and Community Engagement
Gadsden County School Board

Tracey Stallworth-**Community Involvement**
Stallworth Associates and Global

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 4, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, County Administrator
Allan Meeks, Animal Control Manager

Subject: Interlocal Agreement for Animal Control Services - Havana

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Statement of Issue:

This item is presented to the Board for approval of an Interlocal Agreement with the Town of Havana for animal control services, effective October 1, 2025, and expiring September 30, 2028.

Background:

Gadsden County provides animal control services to local municipalities through an interlocal agreement. This three-year agreement allows the County to perform Animal Control Services within the incorporated boundaries of the Town. The services include animal pick-ups, stray animal control, and nuisance abatement of domestic animals, rabies control and bite investigations, animal cruelty investigations, and other animal control functions in accordance with the County's animal control ordinances and applicable state law. The County shall also comply with all relevant statutes and ordinances related to health and safety.

In previous agreements, the County committed eight (8) hours per week to providing services to the Town. Any time exceeding eight (8) hours shall incur a $35.00 pick-up fee per animal during business hours and a $50.00 pick-up fee after hours. The new agreement offers to provide the same services without hourly limits and overtime charges. Additionally, the new rates are proportional to the 2020 census population percentages of the county and reflect services on a non-biased basis. Traditionally, Quincy has allocated one Animal Control Officer (AOC) position, while the smaller entities share an AOC position cost equally, with the County covering the remaining related costs.

Analysis:

Approving the new terms and agreement will establish service rates based on population percentages derived from the 2020 census data. This will cover current staffing costs, provide unlimited service hours, and allow after-hours support for emergencies like dog bites, law enforcement impounds, and injured animals. It ensures cost-effective services for Town of Havana residents while also generating revenue for the County's Animal Control Services.

Fiscal Impact:

The fiscal impact will be positive for the Town of Havana, providing support for the budget cost for one Animal Control Officer. The Town will pay the County $10,109.41 in the first year, with a 1.5% annual increase during the term of this Agreement. Payments will be split into four equal installments of $2,527.35 each, starting October 1, 2025, with subsequent payments on January 1, April 1, and July 1, 2026. In the second year, beginning October 1, 2026, the Town shall pay the County $10,261.05, with a 1.5% annual escalation, divided into four equal installments of $2,565.26 due on October 1, 2026; January 1, 2027; April 1, 2027; and July 1, 2027. In the third year, the Town shall pay the County $10,414.97, with a 1.5% annual escalation, in four equal installments of $2,603.74 due on October 1, 2027; January 1, 2028; April 1, 2028; and July 1, 2028.

. **Options:**

1. Approve and allow the Chairman to sign the agreement.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

1. Option one

Attachments:

1. Interlocal Agreement
2. Proposed Animal Service Fees
3. Option Comparison

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN GADSDEN COUNTY, FLORIDA, AND THE TOWN OF HAVANA, FLORIDA

THIS INTERLOCAL AGREEMENT is made effective as of the 1st day of October 1, 2025, by and between Gadsden County, Florida, a political subdivision of the State of Florida, whose address is 9 B. East Jefferson Street, Quincy, Florida 32351 ("County") and the Town of Havana, Florida, a municipal corporation created and existing under the laws of the State of Florida, with an address of 711 Main Street, Havana, FL. 32333.

WITNESSETH:

WHEREAS, the Town and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS the Town and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County has determined the need to establish an animal control program for the benefit of County residents to enforce the Animal Control Ordinances and the laws of the State of Florida; and

WHEREAS, the Town has determined the need to establish an animal control program for the benefit of Town residents to enforce the Animal Control Ordinances and the laws of the State of Florida.

WHEREAS the Town has requested the use of the County's animal control personnel to enforce the Animal Control Ordinances and the laws of the State of Florida; and

WHEREAS, the County has determined that County animal control personnel can provide animal control services to the Town without compromising the level of service provided to the County, and has agreed to provide such services to the Town on the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises, obligations, and benefits set forth herein, the parties do hereby agree as follows:

Section 1: Authority.

This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.

Section 2:Specific Provisions.

1. The County shall conduct animal control operations within the incorporated boundaries of the Town, including pick-ups of stray dogs and nuisance abatement, rabies control and bite investigations, animal cruelty investigations, and other animal control services in accordance with and pursuant to the County's animal control ordinances and applicable State Law. The County shall comply with all relevant statutes and ordinances relating to health and safety.

2. The County shall commit to answering calls during regular operating hours and responding to after-hours emergency calls (dog bites, injured domestic animals, and law enforcement impounds) to provide services to the Town.

3. The Town will pay the County $10,109.41 in the first year, with a 1.5% annual increase during the term of this Agreement. Payments will be split into four equal installments of $2,527.35 each, starting October 1, 2025, with subsequent payments on January 1, April 1, and July 1, 2026. In the second year, beginning October 1, 2026, the Town shall pay the County $10,261.05, with a 1.5% annual escalation, divided into four equal installments of $2,565.26 due on October 1, 2026; January 1, 2027; April 1, 2027; and July 1, 2027. In the third year, the Town shall pay the County $10,414.97, with a 1.5% annual escalation, in four equal installments of $2,603.74 due on October 1, 2027; January 1, 2028; April 1, 2028; and July 1, 2028.

4. Section 3: General Provisions.

1. Disputes: All disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
2. Compliance with Applicable Law: The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
3. Effective Date: This Agreement shall be filed in the office of the Clerk of Court of Gadsden County and shall be effective as of October 1, 2025.
4. Execution: This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.
5. Expiration: This Agreement shall expire on September 30, 2028, unless terminated earlier as set forth herein or extended by written agreement of the parties.
6. Termination: Either party may terminate this Agreement without cause by providing 30 days' notice of intent to terminate. If the Town is in payment default for more than 30 days, the County shall cease all services under this Agreement, unless prior payment arrangements have been made and agreed upon. In the event of termination, the Town shall pay all amounts due for services performed during the term of the Agreement.
7. Amendment. This Agreement shall not be amended or extended except in writing and signed by both parties.

8. Choice of Law. Venue and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

9. No Assignment. This Agreement is not assignable.

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

    IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK'S OFFICE, 10 EAST JEFFERSON STREET, QUINCY, FL 32351. (850-875-8601)

    The County must comply with the public records laws, Chapter 1, 19, F.S.; specifically, the County shall:

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

The Town shall have the right from time to time at its sole expense to audit the compliance by the County with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement, and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

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

12. Contractual Relationship. The relationship between the County and the Town is such that the County shall be an independent contractor for all purposes. Neither the County nor any agent or employee thereof shall be an agent or employee of the Town for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Town and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the Town or any other person or entity.

13. County Employees. The County employees providing the services described herein shall be employees of the County, and the County shall be responsible for the payment of wages and other compensation due to said persons in compliance with all applicable federal, state, and other payroll requirements. The County shall provide workers' compensation, tax withholding, and other benefits as may be appropriate. County employees who provide services specified herein shall not be eligible to participate in any benefits or retirement plan of the Town.

14. Indemnification• Hold Harmless. The Town expressly recognizes and agrees that it is solely responsible for the enforcement of animal control within its jurisdiction, and the County shall have no liability or responsibility for any damages or injury that result from or are related to animals within its jurisdiction at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, the Town shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from injury caused by or related to animals within its jurisdiction or allegedly resulting from the services provided by the County pursuant to this Agreement. The indemnity obligations of the Town under this Agreement shall continue in full force and effect after and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, the County and Town do not intend to and in no way waive any sovereign immunity rights that they possess.

15. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

ATTEST: **Town of Havana, Florida**

By: _____ By: _____
Town Clerk, Mayor, Eddie Bass

By: _____
, Attorney

Gadsden County

ATTEST:

By: _____ By: _____
Nicholas Thomas, Clerk Eric Hinson, Chair
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

_____
Louis J. Baptiste,
County Attorney

One Officer average salary with benefits based on population

Option1

New Agreement	Old Agreement	Difference	City or Town
$ 2,658.55	$ 4,992.00	$ (2,333.45)	**Greensboro**
$ 7,825.71	$ 4,992.00	$ 2,833.71	**Gretna**
$ 10,109.41	$ 4,992.00	$ 5,117.41	**Havana**
$ 17,127.75	$ 4,992.00	$12,135.75	**Chattahoochee**
$ 20,397.59	$ 4,992.00	$15,405.59	**Midway**
$ 58,119.00	$ 35,120.00	$22,999.00	**Quincy**
$ 116,238.01	$ 60,080.00	$56,158.01	**Annual Revenue**

One Officer average salary with benefits evenly divided

Option 2

New Agreement	Old Agreement	Difference	City or Town
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Greensboro**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Gretna**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Havana**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Chattahoochee**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Midway**
$ 58,119.00	$ 35,120.00	$22,999.00	**Quincy**
$ 116,238.00	$ 60,080.00	$56,158.00	**Annual Revenue**

Option 1

Proposed Animal Service Fees Option One (1)

The population is based on the 2020 Census; percentages are based on the City population divided by the County population. The operating budget is calculated from percentages and the County Animal Control Operating Budget 2023-24. Change the Highlighted Budget item to see new calculations.

	Gadsden	Quincy
Population	43403	7910
Population Percentage	100%	18%
Square miles	516.4	7.9
24-25 Operating Budget	$ 434,292.00	
25-26 Salaries	$ 300,589.00	
Average Officer Salary w/Benefits	**$ 58,119.00**	

Inter-Local Agreement Fee	$	58,119.00
2nd YearAnnual 1.5% Escalator	$	871.79
Inter-Local Agreement Fee	$	58,990.79
3rd YearAnnual 1.5% Escalator	$	884.86
Inter-Local Agreement Fee	$	59,875.65

	Chattahoochee	Greensboro	Gretna	Havana	Midway	Total
Population	2970	461	1357	1753	3537	10078
Population Percentage	29%	5%	13%	17%	35%	100%
Square miles	5.7	1	8.6	2.8	9.7	35.7
Inter-Local Agreement Fee	$ 17,127.75	$ 2,658.55	$ 7,825.71	$ 10,109.41	$ 20,397.59	$ 58,119.00
2nd YearAnnual 1.5% Escalator	$ 256.92	$ 39.88	$ 117.39	$ 151.64	$ 305.96	$ 871.79
Inter-Local Agreement Fee	$ 17,384.66	$ 2,698.43	$ 7,943.09	$ 10,261.05	$ 20,703.55	$ 58,990.79
3rd YearAnnual 1.5% Escalator	$ 260.77	$ 40.48	$ 119.15	$ 153.92	$ 310.55	$ 884.86
Inter-Local Agreement Fee	$ 17,645.43	$ 2,738.90	$ 8,062.24	$ 10,414.96	$ 21,014.11	$ 59,875.65

Current Animal Control Officer Average Salary with Benefits		$	**58,119.00**
Proposed revenue with full municipal participation	**Year 1**	$	**116,238.00**
	Year 2	$	**117,981.57**
	Year 3	$	**119,751.29**

*Annual 1.5% escalators due to expected increase in Workers Comp, Insurance,

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 4, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, County Administrator
Allan Meeks, Animal Control Manager

Subject: Interlocal Agreement for Animal Control Services Chattahoochee

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Statement of Issue:

This item is presented to the Board for approval of an Interlocal Agreement with the City of Chattahoochee for animal control services, effective October 1, 2025, and expiring September 30, 2028.

Background:

Gadsden County provides animal control services to local municipalities through an interlocal agreement. This three-year agreement allows the County to perform Animal Control Services within the incorporated boundaries of the City. The services include animal pick-ups, stray animal control and nuisance abatement, rabies control and bite investigations, animal cruelty investigations, and other animal control functions in accordance with the County's animal control ordinances and applicable state law. The County shall also comply with all relevant statutes and ordinances related to health and safety.

In previous agreements, the County committed eight (8) hours per week to providing services to the City. Any time exceeding eight (8) hours shall incur a $35.00 pick-up fee per animal during business hours and a $50.00 pick-up fee after hours. The new agreement offers to provide the same services without hourly limits and overtime charges. Additionally, the new rates are proportional to the 2020 census population percentages of the county and reflect services on a non-biased basis. Traditionally, Quincy has allocated one Animal Control Officer (AOC) position, while the smaller entities share an AOC position cost equally, with the County covering the remaining related costs.

Analysis:

Approving the new terms and agreement will establish service rates based on population percentages derived from the 2020 census data. This will cover current staffing costs, provide unlimited service hours, and allow after-hours support for emergencies like dog bites, law enforcement impounds, and injured animals. It ensures cost-effective services for City of Chattahoochee residents while also generating revenue for the County's Animal Control Services.

Fiscal Impact:

The fiscal impact will be positive for the City of Chattahoochee, providing support for the budget cost for one Animal Control Officer. The City will pay the County $17,127.75 in the first year, with a 1.5% annual increase during the term of this Agreement. Payments will be split into four equal installments of $4,281.94 each, starting October 1, 2025, with subsequent payments on January 1, April 1, and July 1, 2026. In the second year, beginning October 1, 2026, the City shall pay the County $17,384.67, with a 1.5% annual escalation, divided into four equal installments of $4,346.17 due on October 1, 2026; January 1, 2027; April 1, 2027; and July 1, 2027. In the third year, the City shall pay the County $17,654.44, with a 1.5% annual escalation, in four equal installments of $4,411.36 due on October 1, 2027; January 1, 2028; April 1, 2028; and July 1, 2028.

. **Options:**

1. Approve and allow the Chairman to sign the agreement.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

1. Option one

Attachments:

1. Interlocal Agreement
2. Proposed Animal Control Fees
3. Option Comparison

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN GADSDEN COUNTY, FLORIDA, AND THE CITY OF CHATTAHOOCHEE, FLORIDA

THIS INTERLOCAL AGREEMENT is made effective as of the 1st day of October 1, 2025, by and between Gadsden County, Florida, a political subdivision of the State of Florida, whose address is 9 B. East Jefferson Street, Quincy, Florida 32351 ("County") and the City of Chattahoochee, Florida, a municipal corporation created and existing under the laws of the State of Florida, with an address of 115 Lincoln Drive, Chattahoochee, FL. 32324.

WITNESSETH:

WHEREAS, the City and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS the City and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County has determined the need to establish an animal control program for the benefit of County residents to enforce the Animal Control Ordinances and the laws of the State of Florida; and

WHEREAS, the City has determined the need to establish an animal control program for the benefit of City residents to enforce the Animal Control Ordinances and the laws of the State of Florida.

WHEREAS the City has requested the use of the County's animal control personnel to enforce the Animal Control Ordinances and the laws of the State of Florida; and

WHEREAS, the County has determined that County animal control personnel can provide animal control services to the City without compromising the level of services provided to the County, and has agreed to provide animal control services to the City on the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises, obligations, and benefits set forth herein, the parties do hereby agree as follows:

Section 1: Authority.

This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.

Section 2:Specific Provisions.

1. The County shall conduct animal control operations within the incorporated boundaries of the City, including pick-ups of stray dogs and nuisance abatement, rabies control and bite investigations, animal cruelty investigations, and other animal control services in accordance with and pursuant to the County's animal control ordinances and applicable State Law. The County shall comply with all relevant statutes and ordinances relating to health and safety.

2. The County shall commit to answering calls during normal operating hours and responding to after-hours emergency calls (such as dog bites, injured domestic animals, and law enforcement impounds) to provide services to the City.

3. The City will pay the County $17,127.75 in the first year, with a 1.5% annual increase during the term of this Agreement. Payments will be split into four equal installments of $4,281.94 each, starting October 1, 2025, with subsequent payments on January 1, April 1, and July 1, 2026. In the second year, beginning October 1, 2026, the City shall pay the County $17,384.67, with a 1.5% annual escalation, divided into four equal installments of $4,346.17 due on October 1, 2026; January 1, 2027; April 1, 2027; and July 1, 2027. In the third year, the City shall pay the County $17,654.44, with a 1.5% annual escalation, in four equal installments of $4,411.36 due on October 1, 2027; January 1, 2028; April 1, 2028; and July 1, 2028.

Section 3: General Provisions.

1. Disputes: All disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
2. Compliance with Applicable Law: The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
3. Effective Date: This Agreement shall be filed in the office of the Clerk of Court of Gadsden County and shall be effective as of October 1, 2025.
4. Execution: This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.
5. Expiration: This Agreement shall expire on September 30, 2028, unless terminated earlier as set forth herein or extended by written agreement of the parties.
6. Termination: Either party may terminate this Agreement without cause by providing 30 days' notice of intent to terminate. If the City is in payment default for more than 30 days, the County shall cease all services under this Agreement, unless prior payment arrangements have been made and agreed upon. In the event of termination, the City shall pay all amounts due for services performed during the term of the Agreement.
7. Amendment. This Agreement shall not be amended or extended except in writing and signed by both parties.
8. Choice of Law. Venue and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be

in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

9. No Assignment. This Agreement is not assignable.

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

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK'S OFFICE, 10 EAST JEFFERSON STREET QUINCY, FL 32351. (850-875-8601)

The County must comply with the public records laws, Chapter 1, 19, F.S.; specifically, the County shall:

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

The City shall have the right from time to time at its sole expense to audit the compliance by the County with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement, and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or

other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

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

12. Contractual Relationship. The relationship between the County and the City is such that the County shall be an independent contractor for all purposes. Neither the County nor any agent or employee thereof shall be an agent or employee of the City for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other person or entity.

13. County Employees. The County employees providing the services described herein shall be employees of the County, and the County shall be responsible for the payment of wages and other compensation due to said persons in compliance with all applicable federal, state, and other payroll requirements. The County shall provide workers' compensation, tax withholding, and other benefits as may be appropriate. County employees who provide services specified herein shall not be eligible to participate in any benefits or retirement plan of the City.

14. Indemnification• Hold Harmless. The City expressly recognizes and agrees that it is solely responsible for the enforcement of animal control within its jurisdiction, and the County shall have no liability or responsibility for any damages or injury that result from or are related to animals within its jurisdiction at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, the City shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from injury caused by or related to animals within its jurisdiction or allegedly resulting from the services provided by the County pursuant to this Agreement. The indemnity obligations of the City under this Agreement shall continue in full force and effect after and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, the County and City do not intend to and in no way waive any sovereign immunity rights that they possess.

15. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

ATTEST: **City of Chattahoochee, Florida**

By: _____
City Clerk, Katy Joyner,

By: _____
Mayor LouBennie Ann Williams

By: _____
Casey Bigelow, Attorney

Gadsden County

ATTEST:

By: _____
Nicholas Thomas, Clerk

By: _____
Eric Hinson, Chair
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

_____
Louis J. Baptiste, County
Attorney

One Officer average salary with benefits based on population

Option1

New Agreement	Old Agreement	Difference	City or Town
$ 2,658.55	$ 4,992.00	$ (2,333.45)	**Greensboro**
$ 7,825.71	$ 4,992.00	$ 2,833.71	**Gretna**
$ 10,109.41	$ 4,992.00	$ 5,117.41	**Havana**
$ 17,127.75	$ 4,992.00	$12,135.75	**Chattahoochee**
$ 20,397.59	$ 4,992.00	$15,405.59	**Midway**
$ 58,119.00	$ 35,120.00	$22,999.00	**Quincy**
$ 116,238.01	$ 60,080.00	$56,158.01	**Annual Revenue**

One Officer average salary with benefits evenly divided

Option 2

New Agreement	Old Agreement	Difference	City or Town
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Greensboro**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Gretna**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Havana**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Chattahoochee**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Midway**
$ 58,119.00	$ 35,120.00	$22,999.00	**Quincy**
$ 116,238.00	$ 60,080.00	$56,158.00	**Annual Revenue**

Option 1

Proposed Animal Service Fees Option One (1)

The population is based on the 2020 Census; percentages are based on the City population divided by the County population. The operating budget is calculated from percentages and the County Animal Control Operating Budget 2023-24. Change the Highlighted Budget item to see new calculations.

	Gadsden	Quincy
Population	43403	7910
Population Percentage	100%	18%
Square miles	516.4	7.9
24-25 Operating Budget	$ 434,292.00	
25-26 Salaries	$ 300,589.00	
Average Officer Salary w/Benefits	**$ 58,119.00**	

Inter-Local Agreement Fee	$	58,119.00
2nd YearAnnual 1.5% Escalator	$	871.79
Inter-Local Agreement Fee	$	58,990.79
3rd YearAnnual 1.5% Escalator	$	884.86
Inter-Local Agreement Fee	$	59,875.65

	Chattahoochee	Greensboro	Gretna	Havana	Midway	Total
Population	2970	461	1357	1753	3537	10078
Population Percentage	29%	5%	13%	17%	35%	100%
Square miles	5.7	1	8.6	2.8	9.7	35.7
Inter-Local Agreement Fee	$ 17,127.75	$ 2,658.55	$ 7,825.71	$ 10,109.41	$ 20,397.59	$ 58,119.00
2nd YearAnnual 1.5% Escalator	$ 256.92	$ 39.88	$ 117.39	$ 151.64	$ 305.96	$ 871.79
Inter-Local Agreement Fee	$ 17,384.66	$ 2,698.43	$ 7,943.09	$ 10,261.05	$ 20,703.55	$ 58,990.79
3rd YearAnnual 1.5% Escalator	$ 260.77	$ 40.48	$ 119.15	$ 153.92	$ 310.55	$ 884.86
Inter-Local Agreement Fee	$ 17,645.43	$ 2,738.90	$ 8,062.24	$ 10,414.96	$ 21,014.11	$ 59,875.65

Current Animal Control Officer Average Salary with Benefits		$	**58,119.00**
Proposed revenue with full municipal participation	**Year 1**	$	**116,238.00**
	Year 2	$	**117,981.57**
	Year 3	$	**119,751.29**

*Annual 1.5% escalators due to expected increase in Workers Comp, Insurance,

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 4, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, County Administrator
Allan Meeks, Animal Control Manager

Subject: Interlocal Agreement for Animal Control Services - Greensboro[

Statement of Issue:

This item is presented to the Board for approval of an Interlocal Agreement with the Town of Greensboro for animal control services, effective October 1, 2025, and expiring September 30, 2028.

Background:

Gadsden County provides animal control services to local municipalities through an interlocal agreement. This three-year agreement allows the County to perform Animal Control Services within the incorporated boundaries of the Town. The services include animal pick-ups, stray animal control, and nuisance abatement of domestic animals, rabies control and bite investigations, animal cruelty investigations, and other animal control functions in accordance with the County's animal control ordinances and applicable state law. The County shall also comply with all relevant statutes and ordinances related to health and safety.

In previous agreements, the County committed eight (8) hours per week to providing services to the Town. Any time exceeding eight (8) hours shall incur a $35.00 pick-up fee per animal during business hours and a $50.00 pick-up fee after hours. The new agreement offers to provide the same services without hourly limits and overtime charges. Additionally, the new rates are proportional to the 2020 census population percentages of the county and reflect services on a non-biased basis. Traditionally, Quincy has allocated one Animal Control Officer (AOC) position, while the smaller entities share an AOC position cost equally, with the County covering the remaining related costs.

Analysis:

Approving the new terms and agreement will establish service rates based on population percentages derived from the 2020 census data. This will cover current staffing costs, provide unlimited service hours, and allow after-hours support for emergencies like dog bites, law enforcement impounds, and injured animals. It ensures cost-effective services for Town of Greensboro residents while also generating revenue for the County's Animal Control Services.

Fiscal Impact:

The fiscal impact will be positive for the County, providing support for the budget cost for one Animal Control Officer. The Town will pay the County $2658.55 in the first year, with a 1.5% annual increase during the term of this Agreement. Payments will be split into four equal installments of $664.64 each, starting October 1, 2025, with subsequent payments on January 1, April 1, and July 1, 2026. In the second year, beginning October 1, 2026, the Town shall pay the County $2,698.43 with a 1.5% annual escalation, divided into four equal installments of $674.61 due on October 1, 2026; January 1, 2027; April 1, 2027; and July 1, 2027. In the third year, the Town shall pay the County $2,738.90, with a 1.5% annual escalation, in four equal installments of $684.73 due on October 1, 2027; January 1, 2028; April 1, 2028; and July 1, 2028

. **Options:**

1. Approve and allow the Chairman to sign the agreement.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

1. Option one

Attachments:

1. Interlocal Agreement
2. Proposed Animal Service Fees
3. Option Comparison

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN GADSDEN COUNTY, FLORIDA, AND THE TOWN OF GREENSBORO, FLORIDA

THIS INTERLOCAL AGREEMENT is made effective as of the 1st day of October 1, 2025, by and between Gadsden County, Florida, a political subdivision of the State of Florida, whose address is 9 B. East Jefferson Street, Quincy, Florida 32351 ("County") and the Town of Greensboro, Florida, a municipal corporation created and existing under the laws of the State of Florida, with an address of 711 Main Street, Greensboro, FL. 32333.

WITNESSETH:

WHEREAS, the Town and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS the Town and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County has determined the need to establish an animal control program for the benefit of County residents to enforce the Animal Control Ordinances and the laws of the State of Florida; and

WHEREAS, the Town has determined the need to establish an animal control program for the benefit of Town residents to enforce the Animal Control Ordinances and the laws of the State of Florida.

WHEREAS the Town has requested the use of the County's animal control personnel to enforce the Animal Control Ordinances and the laws of the State of Florida; and

WHEREAS, the County has determined that County animal control personnel can provide animal control services to the Town without compromising the level of service provided to the County, and has agreed to provide such services to the Town on the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises, obligations, and benefits set forth herein, the parties do hereby agree as follows:

Section 1: Authority.

This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.

Section 2: Specific Provisions.

1. The County shall conduct animal control operations within the incorporated boundaries of the Town, including pick-ups of stray dogs and nuisance abatement, rabies control and bite investigations, animal cruelty investigations, and other animal control services in accordance with and pursuant to the County's animal control ordinances and applicable State Law. The County shall comply with all relevant statutes and ordinances relating to health and safety.

2. The County shall commit to answering calls during regular operating hours and responding to after-hours emergency calls (dog bites, injured domestic animals, and law enforcement impounds) to provide services to the Town.

3. The Town will pay the County $2658.55 in the first year, with a 1.5% annual increase during the term of this Agreement. Payments will be split into four equal installments of $664.64 each, starting October 1, 2025, with subsequent payments on January 1, April 1, and July 1, 2026. In the second year, beginning October 1, 2026, the Town shall pay the County $2,698.43 with a 1.5% annual escalation, divided into four equal installments of $674.61 due on October 1, 2026; January 1, 2027; April 1, 2027; and July 1, 2027. In the third year, the Town shall pay the County $2,738.90, with a 1.5% annual escalation, in four equal installments of $684.73 due on October 1, 2027; January 1, 2028; April 1, 2028; and July 1, 2028

Section 3: General Provisions.

1. Disputes: All disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
2. Compliance with Applicable Law: The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
3. Effective Date: This Agreement shall be filed in the office of the Clerk of Court of Gadsden County and shall be effective as of October 1, 2025.
4. Execution: This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.
5. Expiration: This Agreement shall expire on September 30, 2028, unless terminated earlier as set forth herein or extended by written agreement of the parties.
6. Termination: Either party may terminate this Agreement without cause by providing 30 days' notice of intent to terminate. If the Town is in payment default for more than 30 days, the County shall cease all services under this Agreement, unless prior payment arrangements have been made and agreed upon. In the event of termination, the Town shall pay all amounts due for services performed during the term of the Agreement.
7. Amendment. This Agreement shall not be amended or extended except in writing and signed by both parties.

8. Choice of Law, Venue and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

9. No Assignment. This Agreement is not assignable.

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

    IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK'S OFFICE, 10 EAST JEFFERSON STREET, QUINCY, FL 32351. (850-875-8601)

    The County must comply with the public records laws, Chapter 1, 19, F.S.; specifically, the County shall:

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

The Town shall have the right from time to time at its sole expense to audit the compliance by the County with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement, and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

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

12. Contractual Relationship. The relationship between the County and the Town is such that the County shall be an independent contractor for all purposes. Neither the County nor any agent or employee thereof shall be an agent or employee of the Town for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Town and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the Town or any other person or entity.

13. County Employees. The County employees providing the services described herein shall be employees of the County, and the County shall be responsible for the payment of wages and other compensation due to said persons in compliance with all applicable federal, state, and other payroll requirements. The County shall provide workers' compensation, tax withholding, and other benefits as may be appropriate. County employees who provide services specified herein shall not be eligible to participate in any benefits or retirement plan of the Town.

14. Indemnification• Hold Harmless. The Town expressly recognizes and agrees that it is solely responsible for the enforcement of animal control within its jurisdiction, and the County shall have no liability or responsibility for any damages or injury that result from or are related to animals within its jurisdiction at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, the Town shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from injury caused by or related to animals within its jurisdiction or allegedly resulting from the services provided by the County pursuant to this Agreement. The indemnity obligations of the Town under this Agreement shall continue in full force and effect after and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, the County and Town do not intend to and in no way waive any sovereign immunity rights that they possess.

15. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

ATTEST:

Town of Greensboro, Florida

By: _____
Town Clerk, Amy Rowan

By: _____
Mayor, Lamar Alday

By: _____
David Weiss, Attorney

Gadsden County

ATTEST:

By: _____
Nicholas Thomas, Clerk

By: _____
Eric Hinson, Chair
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

_____
Louis J. Baptiste,
County Attorney

One Officer average salary with benefits based on population

Option1

New Agreement	Old Agreement	Difference	City or Town
$ 2,658.55	$ 4,992.00	$ (2,333.45)	**Greensboro**
$ 7,825.71	$ 4,992.00	$ 2,833.71	**Gretna**
$ 10,109.41	$ 4,992.00	$ 5,117.41	**Havana**
$ 17,127.75	$ 4,992.00	$12,135.75	**Chattahoochee**
$ 20,397.59	$ 4,992.00	$15,405.59	**Midway**
$ 58,119.00	$ 35,120.00	$22,999.00	**Quincy**
$ 116,238.01	$ 60,080.00	$56,158.01	**Annual Revenue**

One Officer average salary with benefits evenly divided

Option 2

New Agreement	Old Agreement	Difference	City or Town
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Greensboro**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Gretna**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Havana**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Chattahoochee**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Midway**
$ 58,119.00	$ 35,120.00	$22,999.00	**Quincy**
$ 116,238.00	$ 60,080.00	$56,158.00	**Annual Revenue**

Option 1

Proposed Animal Service Fees Option One (1)

The population is based on the 2020 Census; percentages are based on the City population divided by the County population. The operating budget is calculated from percentages and the County Animal Control Operating Budget 2023-24. Change the Highlighted Budget item to see new calculations.

	Gadsden	Quincy
Population	43403	7910
Population Percentage	100%	18%
Square miles	516.4	7.9
24-25 Operating Budget	$ 434,292.00	
25-26 Salaries	$ 300,589.00	
Average Officer Salary w/Benefits	**$ 58,119.00**	

Inter-Local Agreement Fee	$	58,119.00
2nd YearAnnual 1.5% Escalator	$	871.79
Inter-Local Agreement Fee	$	58,990.79
3rd YearAnnual 1.5% Escalator	$	884.86
Inter-Local Agreement Fee	$	59,875.65

	Chattahoochee	Greensboro	Gretna	Havana	Midway	Total
Population	2970	461	1357	1753	3537	10078
Population Percentage	29%	5%	13%	17%	35%	100%
Square miles	5.7	1	8.6	2.8	9.7	35.7
Inter-Local Agreement Fee	$ 17,127.75	$ 2,658.55	$ 7,825.71	$ 10,109.41	$ 20,397.59	$ 58,119.00
2nd YearAnnual 1.5% Escalator	$ 256.92	$ 39.88	$ 117.39	$ 151.64	$ 305.96	$ 871.79
Inter-Local Agreement Fee	$ 17,384.66	$ 2,698.43	$ 7,943.09	$ 10,261.05	$ 20,703.55	$ 58,990.79
3rd YearAnnual 1.5% Escalator	$ 260.77	$ 40.48	$ 119.15	$ 153.92	$ 310.55	$ 884.86
Inter-Local Agreement Fee	$ 17,645.43	$ 2,738.90	$ 8,062.24	$ 10,414.96	$ 21,014.11	$ 59,875.65

Current Animal Control Officer Average Salary with Benefits		$	**58,119.00**
Proposed revenue with full municipal participation	**Year 1**	$	**116,238.00**
	Year 2	$	**117,981.57**
	Year 3	$	**119,751.29**

*Annual 1.5% escalators due to expected increase in Workers Comp, Insurance,

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 4, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, County Administrator
Allan Meeks, Animal Control Manager

Subject: Interlocal Agreement for Animal Control Services - Quincy

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Statement of Issue:

This item is presented to the Board for approval of an Interlocal Agreement with the City of Quincy for animal control services, effective October 1, 2025, and expiring September 30, 2028.

Background:

Gadsden County provides animal control services to local municipalities through an interlocal agreement. This three-year agreement allows the County to perform Animal Control Services within the incorporated boundaries of the city. The services include animal pick-ups, stray animal control, and nuisance abatement of domestic animals, rabies control and bite investigations, animal cruelty investigations, and other animal control functions in accordance with the County's animal control ordinances and applicable state law. The County shall also comply with all relevant statutes and ordinances related to health and safety.

In previous agreements, the County committed eight (8) hours per week to providing services to the City. Any time exceeding eight (8) hours shall incur a $35.00 pick-up fee per animal during business hours and a $50.00 pick-up fee after hours. The new agreement offers to provide the same services without hourly limits and overtime charges. Additionally, the new rates are proportional to the 2020 census population percentages of the county and reflect services on a non-biased basis. Traditionally, Quincy has allocated one Animal Control Officer (AOC) position, while the smaller entities share an AOC position cost equally, with the County covering the remaining related costs.

Analysis:

Approving the new terms and agreement will establish service rates based on population percentages derived from the 2020 census data. This will cover current staffing costs, provide unlimited service hours, and allow after-hours support for emergencies like dog bites, law enforcement impounds, and injured animals. It ensures cost-effective services for City of Quincy residents while also generating revenue for the County's Animal Control Services.

Fiscal Impact:

The fiscal impact will be positive for Gadsden County, providing support for the budget cost for one Animal Control Officer. The City will pay the County $58,119.00 in the first year, with a 1.5% annual increase during the term of this Agreement. Payments will be split into four equal installments of $14,529.75 each, starting October 1, 2025, with subsequent payments on January 1, April 1, and July 1, 2026. In the second year, beginning October 1, 2026, the City shall pay the County $58,990.79, with a 1.5% annual escalation, divided into four equal installments of $14,747.7 due on October 1, 2026; January 1, 2027; April 1, 2027; and July 1, 2027. In the third year, the City shall pay the County $59,875.65, with a 1.5% annual escalation, in four equal installments of $14,968.91 due on October 1, 2027; January 1, 2028; April 1, 2028; and July 1, 2028

. **Options:**

1. Approve and allow the Chairman to sign the agreement.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

1. Option one

Attachments:

1. Interlocal Agreement
2. Proposed Animal Control Fees
3. Option Comparison

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN GADSDEN COUNTY, FLORIDA, AND THE CITY OF QUINCY, FLORIDA

THIS INTERLOCAL AGREEMENT is made effective as of the 1st day of October 1, 2025, by and between Gadsden County, Florida, a political subdivision of the State of Florida, whose address is 9 B. East Jefferson Street, Quincy, Florida 32351 ("County") and the City of Quincy, Florida, a municipal corporation created and existing under the laws of the State of Florida, with an address of 404 West Jefferson Street.

WITNESSETH:

WHEREAS, the City and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS the City and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County has determined the need to establish an animal control program for the benefit of County residents to enforce the Animal Control Ordinances and the laws of the State of Florida; and

WHEREAS, the City has determined the need to establish an animal control program for the benefit of City residents to enforce the Animal Control Ordinances and the laws of the State of Florida.

WHEREAS the City has requested the use of the County's animal control personnel to enforce the Animal Control Ordinances and the laws of the State of Florida; and

WHEREAS, the County has determined that County animal control personnel can provide animal control services to the City without compromising the level of services provided to the County, and has agreed to provide animal control services to the City on the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises, obligations, and benefits set forth herein, the parties do hereby agree as follows:

Section 1: Authority.

This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.

Section 2: Specific Provisions.

1. The County shall conduct animal control operations within the incorporated boundaries of the City, including pick-ups of stray dogs and nuisance abatement, rabies control and bite investigations, animal cruelty investigations, and other animal control services in

accordance with and pursuant to the County's animal control ordinances and applicable State Law. The County shall comply with all relevant statutes and ordinances relating to health and safety.

2. The County shall commit to answering calls during regular operating hours and responding to after-hours emergency calls (dog bites, injured domestic animals, and law enforcement impounds) to provide services to the City.

3. The City shall pay the County the sum of $58,119.00 during the first year, with a one-and-a-half percent annual escalator during the term of this agreement. It shall be made in four equal installments of $14,529.75 by the first of October, January, April, and July, beginning October 1, 2025. The City shall pay the County the sum of $58,990.79 during the second year with a one-and-a-half percent annual escalator during the term of this Agreement. It shall be made in four equal installments of $14,747.70 by October 1, January 1, April 1, and July 1, 2026. The City shall pay the County the sum of $59,875.65 during the third year, with an annual escalator of 1.5% during the term of this agreement. It shall be made in four equal installments of $14,968.91 by the first of October, January, April, and July, beginning October 1, 2027.

Section 3: General Provisions.

1. Disputes: All disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.

2. Compliance with Applicable Law: The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.

3. Effective Date: This Agreement shall be filed in the office of the Clerk of Court of Gadsden County and shall be effective as of October 1, 2025.

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

5. Expiration: This Agreement shall expire on September 30, 2028, unless terminated earlier as set forth herein or extended by written agreement of the parties.

6. Termination: Either party may terminate this Agreement without cause by providing 30 days' notice of intent to terminate. If the City is in payment default for more than 30 days, the County shall cease all services under this Agreement, unless prior payment arrangements have been made and agreed upon. In the event of termination, the City shall pay all amounts due for services performed during the term of the Agreement.

7. Amendment. This Agreement shall not be amended or extended except in writing and signed by both parties.

8. Choice of Law. Venue and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision

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

9. No Assignment. This Agreement is not assignable.

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

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING To THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK'S OFFICE, 10 EAST JEFFERSON STREET QUINCY, FL 32351. (850-875-8601)

The County must comply with the public records laws, Chapter 1, 19, F.S.; specifically, the County shall:

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

The City shall have the right from time to time at its sole expense to audit the compliance by the County with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement, and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books,

records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

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

12. Contractual Relationship. The relationship between the County and the City is such that the County shall be an independent contractor for all purposes. Neither the County nor any agent or employee thereof shall be an agent or employee of the City for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other person or entity.

13. County Employees. The County employees providing the services described herein shall be employees of the County, and the County shall be responsible for the payment of wages and other compensation due to said persons in compliance with all applicable federal, state, and other payroll requirements. The County shall provide workers' compensation, tax withholding, and other benefits as may be appropriate. County employees who provide services specified herein shall not be eligible to participate in any benefits or retirement plan of the City.

14. Indemnification• Hold Harmless. The City expressly recognizes and agrees that it is solely responsible for the enforcement of animal control within its jurisdiction, and the County shall have no liability or responsibility for any damages or injury that result from or are related to animals within its jurisdiction at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, the City shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from injury caused by or related to animals within its jurisdiction or allegedly resulting from the services provided by the County pursuant to this Agreement. The indemnity obligations of the City under this Agreement shall continue in full force and effect after and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, the County and City do not intend to and in no way waive any sovereign immunity rights that they possess.

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into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

ATTEST:

City of Quincy, Florida

By: _____
City Clerk

By: _____
Mayor, _____

By: _____
_____, Attorney

Gadsden County

ATTEST:

By: _____
Nicholas Thomas, Clerk

By: _____
Eric Hinson, Chair
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

_____
Louis J. Baptiste,
County Attorney

One Officer average salary with benefits based on population

Option1

New Agreement	Old Agreement	Difference	City or Town
$ 2,658.55	$ 4,992.00	$ (2,333.45)	**Greensboro**
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$ 116,238.01	$ 60,080.00	$56,158.01	**Annual Revenue**

One Officer average salary with benefits evenly divided

Option 2

New Agreement	Old Agreement	Difference	City or Town
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Greensboro**
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Option 1

Proposed Animal Service Fees Option One (1)

The population is based on the 2020 Census; percentages are based on the City population divided by the County population. The operating budget is calculated from percentages and the County Animal Control Operating Budget 2023-24. Change the Highlighted Budget item to see new calculations.

	Gadsden	Quincy
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Population Percentage	100%	18%
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Average Officer Salary w/Benefits	**$ 58,119.00**	

Inter-Local Agreement Fee	$	58,119.00
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Inter-Local Agreement Fee	$	58,990.79
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Inter-Local Agreement Fee	$	59,875.65

	Chattahoochee	Greensboro	Gretna	Havana	Midway	Total
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Current Animal Control Officer Average Salary with Benefits		$	**58,119.00**
Proposed revenue with full municipal participation	**Year 1**	$	**116,238.00**
	Year 2	$	**117,981.57**
	Year 3	$	**119,751.29**

*Annual 1.5% escalators due to expected increase in Workers Comp, Insurance,

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 4, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, County Administrator
Allan Meeks, Animal Control Manager

Subject: Interlocal Agreement for Animal Control Services-Gretna

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Statement of Issue:

This item is presented to the Board for approval of an Interlocal Agreement with the City of Gretna for animal control services, effective October 1, 2025, and expiring September 30, 2028.

Background:

Gadsden County provides animal control services to local municipalities through an interlocal agreement. This three-year agreement allows the County to perform Animal Control Services within the incorporated boundaries of the city. The services include animal pick-ups, stray animal control and nuisance abatement of domestic animals, rabies control and bite investigations, animal cruelty investigations, and other animal control functions in accordance with the County's animal control ordinances and applicable state law. The County shall also comply with all relevant statutes and ordinances related to health and safety.

In previous agreements, the County committed eight (8) hours per week to providing services to the City. Any time exceeding eight (8) hours shall incur a $35.00 pick-up fee per animal during business hours and a $50.00 pick-up fee after hours. The new agreement offers to provide the same services without hourly limits and overtime charges. Additionally, the new rates are proportional to the 2020 census population percentages of the county and reflect services on a non-biased basis. Traditionally, Quincy has allocated one Animal Control Officer (AOC) position, while the smaller entities share an AOC position cost equally, with the County covering the remaining related costs.

Analysis:

Approving the new terms and agreement will establish service rates based on population percentages derived from the 2020 census data. This will cover current staffing costs, provide unlimited service hours, and allow after-hours support for emergencies like dog bites, law enforcement impounds, and injured animals. It ensures cost-effective services for City of Gretna residents while also generating revenue for the County's Animal Control Services.

Fiscal Impact:

The fiscal impact will be positive for the City of Gretna, providing support for the budget cost for one Animal Control Officer. The City will pay the County $7,825.71 in the first year, with a 1.5% annual increase during the term of this Agreement. Payments will be split into four equal installments of $1,956.43 each, starting October 1, 2025, with subsequent payments on January 1, April 1, and July 1, 2026. In the second year, beginning October 1, 2026, the City shall pay the County $7,943.10, with a 1.5% annual escalation, divided into four equal installments of $1,985.77, due on October 1, 2026, January 1, 2027, April 1, 2027, and July 1, 2027. In the third year, the City shall pay the County $8,062.24, with a 1.5% annual escalation, in four equal installments of $2,015.56 due on October 1, 2027; January 1, 2028; April 1, 2028; and July 1, 2028.

. **Options:**

1. Approve and allow the Chairman to sign the agreement.
2. Disapprove.
3. Board direction.

County Administrator's Recommendation:

1. Option one

Attachments:

1. Interlocal Agreement
2. Proposed Animal Control Fees
3. Option Comparison

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN GADSDEN COUNTY, FLORIDA, AND THE CITY OF GRETNA, FLORIDA

THIS INTERLOCAL AGREEMENT is made effective as of the 1st day of October 1, 2025, by and between Gadsden County, Florida, a political subdivision of the State of Florida, whose address is 9 B. East Jefferson Street, Quincy, Florida 32351 ("County") and the City of Gretna, Florida, a municipal corporation created and existing under the laws of the State of Florida, with an address of 14615 Main St., Gretna, FL, 32332.

WITNESSETH:

WHEREAS, the City and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS the City and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County has determined the need to establish an animal control program for the benefit of County residents to enforce the Animal Control Ordinances and the laws of the State of Florida; and

WHEREAS, the City has determined the need to establish an animal control program for the benefit of City residents to enforce the Animal Control Ordinances and the laws of the State of Florida.

WHEREAS the City has requested the use of the County's animal control personnel to enforce the Animal Control Ordinances and the laws of the State of Florida; and

WHEREAS, the County has determined that County animal control personnel can provide animal control services to the City without compromising the level of services provided to the County, and has agreed to provide animal control services to the City on the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises, obligations, and benefits set forth herein, the parties do hereby agree as follows:

Section 1: Authority.

This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.

Section 2: Specific Provisions.

1. The County shall conduct animal control operations within the incorporated boundaries of the City, including pick-ups of stray dogs and nuisance abatement of domestic animals, rabies control and bite investigations, animal cruelty investigations, and other animal control services

in accordance with and pursuant to the County's animal control ordinances and applicable to State Law. The County shall comply with all relevant statutes and ordinances relating to health and safety.

2. The County shall commit to answering calls during regular operating hours and responding to after-hours emergency calls (dog bites, injured domestic animals, and law enforcement impounds) to provide services to the City.

3. The City will pay the County $7,825.71 in the first year, with a 1.5% annual increase during the term of this Agreement. Payments will be split into four equal installments of $1,956.43 each, starting October 1, 2025, with subsequent payments on January 1, April 1, and July 1, 2026. In the second year, beginning October 1, 2026, the City shall pay the County $7,943.10, with a 1.5% annual escalation, divided into four equal installments of $1,985.77, due on October 1, 2026, January 1, 2027, April 1, 2027, and July 1, 2027. In the third year, the City shall pay the County $8,062.24, with a 1.5% annual escalation, in four equal installments of $2,015.56 due on October 1, 2027; January 1, 2028; April 1, 2028; and July 1, 2028.

Section 3: General Provisions.

1. Disputes: All disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.
2. Compliance with Applicable Law: The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
3. Effective Date: This Agreement shall be filed in the office of the Clerk of Court of Gadsden County and shall be effective as of October 1, 2025.
4. Execution: This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.
5. Expiration: This Agreement shall expire on September 30, 2028, unless terminated earlier as set forth herein or extended by written agreement of the parties.
6. Termination: Either party may terminate this Agreement without cause by providing 30 days' notice of intent to terminate. If the City is in payment default for more than 30 days, the County shall cease all services under this Agreement, unless prior payment arrangements have been made and agreed upon. In the event of termination, the City shall pay all amounts due for services performed during the term of the Agreement.
7. Amendment. This Agreement shall not be amended or extended except in writing and signed by both parties.
8. Choice of Law. Venue and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

9. No Assignment. This Agreement is not assignable.

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

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK'S OFFICE, 10 EAST JEFFERSON STREET, QUINCY, FL 32351. (850-875-8601)

The County must comply with the public records laws, Chapter 1, 19, F.S.; specifically, the County shall:

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

The City shall have the right from time to time at its sole expense to audit the compliance by the County with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement, and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

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

12. Contractual Relationship. The relationship between the County and the City is such that the County shall be an independent contractor for all purposes. Neither the County nor any agent or employee thereof shall be an agent or employee of the City for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other person or entity.

13. County Employees. The County employees providing the services described herein shall be employees of the County, and the County shall be responsible for the payment of wages and other compensation due to said persons in compliance with all applicable federal, state, and other payroll requirements. The County shall provide workers' compensation, tax withholding, and other benefits as may be appropriate. County employees who provide services specified herein shall not be eligible to participate in any benefits or retirement plan of the City.

14. Indemnification• Hold Harmless. The City expressly recognizes and agrees that it is solely responsible for the enforcement of animal control within its jurisdiction, and the County shall have no liability or responsibility for any damages or injury that result from or are related to animals within its jurisdiction at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, the City shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from injury caused by or related to animals within its jurisdiction or allegedly resulting from the services provided by the County pursuant to this Agreement. The indemnity obligations of the City under this Agreement shall continue in full force and effect after and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, the County and City do not intend to and in no way waive any sovereign immunity rights that they possess.

15. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or

contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

ATTEST: **City of Gretna, Florida**

By: _____
City Clerk,

By: _____
Mayor, Anthony J. Baker

By: _____
Harold Knowles, Attorney

Gadsden County

ATTEST:

By: _____
Nicholas Thomas, Clerk

By: _____
Eric Hinson, Chair
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

_____
Louis J. Baptiste,
County Attorney

One Officer average salary with benefits based on population

Option1

New Agreement	Old Agreement	Difference	City or Town
$ 2,658.55	$ 4,992.00	$ (2,333.45)	**Greensboro**
$ 7,825.71	$ 4,992.00	$ 2,833.71	**Gretna**
$ 10,109.41	$ 4,992.00	$ 5,117.41	**Havana**
$ 17,127.75	$ 4,992.00	$12,135.75	**Chattahoochee**
$ 20,397.59	$ 4,992.00	$15,405.59	**Midway**
$ 58,119.00	$ 35,120.00	$22,999.00	**Quincy**
$ 116,238.01	$ 60,080.00	$56,158.01	**Annual Revenue**

One Officer average salary with benefits evenly divided

Option 2

New Agreement	Old Agreement	Difference	City or Town
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Greensboro**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Gretna**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Havana**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Chattahoochee**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Midway**
$ 58,119.00	$ 35,120.00	$22,999.00	**Quincy**
$ 116,238.00	$ 60,080.00	$56,158.00	**Annual Revenue**

Option 1

Proposed Animal Service Fees Option One (1)

The population is based on the 2020 Census; percentages are based on the City population divided by the County population. The operating budget is calculated from percentages and the County Animal Control Operating Budget 2023-24. Change the Highlighted Budget item to see new calculations.

	Gadsden	Quincy
Population	43403	7910
Population Percentage	100%	18%
Square miles	516.4	7.9
24-25 Operating Budget	$ 434,292.00	
25-26 Salaries	$ 300,589.00	
Average Officer Salary w/Benefits	**$ 58,119.00**	

Inter-Local Agreement Fee	$	58,119.00
2nd YearAnnual 1.5% Escalator	$	871.79
Inter-Local Agreement Fee	$	58,990.79
3rd YearAnnual 1.5% Escalator	$	884.86
Inter-Local Agreement Fee	$	59,875.65

	Chattahoochee	Greensboro	Gretna	Havana	Midway	Total
Population	2970	461	1357	1753	3537	10078
Population Percentage	29%	5%	13%	17%	35%	100%
Square miles	5.7	1	8.6	2.8	9.7	35.7
Inter-Local Agreement Fee	$ 17,127.75	$ 2,658.55	$ 7,825.71	$ 10,109.41	$ 20,397.59	$ 58,119.00
2nd YearAnnual 1.5% Escalator	$ 256.92	$ 39.88	$ 117.39	$ 151.64	$ 305.96	$ 871.79
Inter-Local Agreement Fee	$ 17,384.66	$ 2,698.43	$ 7,943.09	$ 10,261.05	$ 20,703.55	$ 58,990.79
3rd YearAnnual 1.5% Escalator	$ 260.77	$ 40.48	$ 119.15	$ 153.92	$ 310.55	$ 884.86
Inter-Local Agreement Fee	$ 17,645.43	$ 2,738.90	$ 8,062.24	$ 10,414.96	$ 21,014.11	$ 59,875.65

Current Animal Control Officer Average Salary with Benefits		**$**	**58,119.00**
Proposed revenue with full municipal participation	**Year 1**	**$**	**116,238.00**
	Year 2	**$**	**117,981.57**
	Year 3	**$**	**119,751.29**

*Annual 1.5% escalators due to expected increase in Workers Comp, Insurance,

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 4, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, County Administrator
Allan Meeks, Animal Control Manager

Subject: Interlocal Agreement for Animal Control Services Midway

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Statement of Issue:

This item is presented to the Board for approval of an Interlocal Agreement with the City of Midway for animal control services, effective October 1, 2025, and expiring September 30, 2028.

Background:

Gadsden County provides animal control services to local municipalities through an interlocal agreement. This three-year agreement allows the County to perform Animal Control Services within the incorporated boundaries of the city. The services include animal pick-ups, stray animal control and nuisance abatement of domestic animals, rabies control and bite investigations, animal cruelty investigations, and other animal control functions in accordance with the County's animal control ordinances and applicable state law. The County shall also comply with all relevant statutes and ordinances related to health and safety.

In previous agreements, the County committed eight (8) hours per week to providing services to the City. Any time exceeding eight (8) hours shall incur a $35.00 pick-up fee per animal during business hours and a $50.00 pick-up fee after hours. The new agreement offers to provide the same services without hourly limits and overtime charges. Additionally, the new rates are proportional to the 2020 census population percentages of the county and reflect services on a non-biased basis. Traditionally, Quincy has allocated one Animal Control Officer (AOC) position, while the smaller entities share an AOC position cost equally, with the County covering the remaining related costs.

Analysis:

Approving the new terms and agreement will establish service rates based on population percentages derived from the 2020 census data. This will cover current staffing costs, provide unlimited service hours, and allow after-hours support for emergencies like dog bites, law enforcement impounds, and injured animals. It ensures cost-effective services for City of Midway residents while also generating revenue for the County's Animal Control Services.

Fiscal Impact:

The fiscal impact will be positive for the City of Midway, providing support for the budget cost for one Animal Control Officer. The City will pay the County $20,397.59 in the first year, with a 1.5% annual increase during the term of this Agreement. Payments will be split into four equal installments of $5,099.40 each, starting October 1, 2025, with subsequent payments on January 1, April 1, and July 1, 2026. In the second year, beginning October 1, 2026, the City shall pay the County $20,703.55, with a 1.5% annual escalation, divided into four equal installments of $5,175.89 due on October 1, 2026; January 1, 2027; April 1, 2027; and July 1, 2027. In the third year, the City shall pay the County $21,014.11, with a 1.5% annual escalation, in four equal installments of $5,253.53 due on October 1, 2027; January 1, 2028; April 1, 2028; and July 1, 2028.

. **Options:**

1. Approve and allow the Chairman to sign the agreement.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

1. Option one

Attachments:

1. Interlocal Agreement
2. Proposed Animal Service Fees
3. Option 1

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN GADSDEN COUNTY, FLORIDA, AND THE CITY OF MIDWAY, FLORIDA

THIS INTERLOCAL AGREEMENT is made effective as of the 1st day of October 1, 2025, by and between Gadsden County, Florida, a political subdivision of the State of Florida, whose address is 9 B. East Jefferson Street, Quincy, Florida 32351 ("County") and the City of Midway, Florida, a municipal corporation created and existing under the laws of the State of Florida, with an address of 50 M.L. King Blvd., Midway, FL, 32332.

WITNESSETH:

WHEREAS, the City and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS the City and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County has determined the need to establish an animal control program for the benefit of County residents to enforce the Animal Control Ordinances and the laws of the State of Florida; and

WHEREAS, the City has determined the need to establish an animal control program for the benefit of City residents to enforce the Animal Control Ordinances and the laws of the State of Florida.

WHEREAS the City has requested the use of the County's animal control personnel to enforce the Animal Control Ordinances and the laws of the State of Florida; and

WHEREAS, the County has determined that County animal control personnel can provide animal control services to the City without compromising the level of services provided to the County, and has agreed to provide animal control services to the City on the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises, obligations, and benefits set forth herein, the parties do hereby agree as follows:

Section 1: Authority.

This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.

Section 2: Specific Provisions.

1. The County shall conduct animal control operations within the incorporated boundaries of the City, including pick-ups of stray dogs and nuisance abatement, rabies control and bite investigations, animal cruelty investigations, and other animal control services in

accordance with and pursuant to the County's animal control ordinances and applicable State Law. The County shall comply with all relevant statutes and ordinances relating to health and safety.

2. The County shall commit to answering calls during regular operating hours and responding to after-hours emergency calls (dog bites, injured domestic animals, and law enforcement impounds) to provide services to the City.

3. The City will pay the County $20,397.59 in the first year, with a 1.5% annual increase during the term of this Agreement. Payments will be split into four equal installments of $5,099.40 each, starting October 1, 2025, with subsequent payments on January 1, April 1, and July 1, 2026. In the second year, beginning October 1, 2026, the City shall pay the County $20,703.55, with a 1.5% annual escalation, divided into four equal installments of $5,175.89 due on October 1, 2026; January 1, 2027; April 1, 2027; and July 1, 2027. In the third year, the City shall pay the County $21,014.11, with a 1.5% annual escalation, in four equal installments of $5,253.53 due on October 1, 2027; January 1, 2028; April 1, 2028; and July 1, 2028.

Section 3: General Provisions.

1. Disputes: All disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.

2. Compliance with Applicable Law: The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.

3. Effective Date: This Agreement shall be filed in the office of the Clerk of Court of Gadsden County and shall be effective as of October 1, 2025.

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

5. Expiration: This Agreement shall expire on September 30, 2028, unless terminated earlier as set forth herein or extended by written agreement of the parties.

6. Termination: Either party may terminate this Agreement without cause by providing 30 days' notice of intent to terminate. If the City is in payment default for more than 30 days, the County shall cease all services under this Agreement, unless prior payment arrangements have been made and agreed upon. In the event of termination, the City shall pay all amounts due for services performed during the term of the Agreement.

7. Amendment. This Agreement shall not be amended or extended except in writing and signed by both parties.

8. Choice of Law. Venue and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for

any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

9. No Assignment. This Agreement is not assignable.

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

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK'S OFFICE, 10 EAST JEFFERSON STREET QUINCY, FL 32351. (850-875-8601)

The County must comply with the public records laws, Chapter 1, 19, F.S.; specifically, the County shall:

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

The City shall have the right from time to time at its sole expense to audit the compliance by the County with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement, and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred

under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

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

12. Contractual Relationship. The relationship between the County and the City is such that the County shall be an independent contractor for all purposes. Neither the County nor any agent or employee thereof shall be an agent or employee of the City for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other person or entity.

13. County Employees. The County employees providing the services described herein shall be employees of the County, and the County shall be responsible for the payment of wages and other compensation due to said persons in compliance with all applicable federal, state, and other payroll requirements. The County shall provide workers' compensation, tax withholding, and other benefits as may be appropriate. County employees who provide services specified herein shall not be eligible to participate in any benefits or retirement plan of the City.

14. Indemnification• Hold Harmless. The City expressly recognizes and agrees that it is solely responsible for the enforcement of animal control within its jurisdiction, and the County shall have no liability or responsibility for any damages or injury that result from or are related to animals within its jurisdiction at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, the City shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from injury caused by or related to animals within its jurisdiction or allegedly resulting from the services provided by the County pursuant to this Agreement. The indemnity obligations of the City under this Agreement shall continue in full force and effect after and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, the County and City do not intend to and in no way waive any sovereign immunity rights that they possess.

15. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty,

understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

ATTEST:

City of Midway, Florida

By: _____
City Clerk, Frances Harrel,

By: _____
Mayor, Ella Parker Dickey

By: _____
Anthony Thomas, Attorney

Gadsden County

ATTEST:

By: _____
Nicholas Thomas, Clerk

By: _____
Eric Hinson, Chair
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

_____
Louis J. Baptiste,
County Attorney

One Officer average salary with benefits based on population

Option1

New Agreement	Old Agreement	Difference	City or Town
$ 2,658.55	$ 4,992.00	$ (2,333.45)	**Greensboro**
$ 7,825.71	$ 4,992.00	$ 2,833.71	**Gretna**
$ 10,109.41	$ 4,992.00	$ 5,117.41	**Havana**
$ 17,127.75	$ 4,992.00	$12,135.75	**Chattahoochee**
$ 20,397.59	$ 4,992.00	$15,405.59	**Midway**
$ 58,119.00	$ 35,120.00	$22,999.00	**Quincy**
$ 116,238.01	$ 60,080.00	$56,158.01	**Annual Revenue**

One Officer average salary with benefits evenly divided

Option 2

New Agreement	Old Agreement	Difference	City or Town
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Greensboro**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Gretna**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Havana**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Chattahoochee**
$ 11,623.80	$ 4,992.00	$ 6,631.80	**Midway**
$ 58,119.00	$ 35,120.00	$22,999.00	**Quincy**
$ 116,238.00	$ 60,080.00	$56,158.00	**Annual Revenue**

Option 1

Proposed Animal Service Fees Option One (1)

The population is based on the 2020 Census; percentages are based on the City population divided by the County population. The operating budget is calculated from percentages and the County Animal Control Operating Budget 2023-24. Change the Highlighted Budget item to see new calculations.

	Gadsden	Quincy
Population	43403	7910
Population Percentage	100%	18%
Square miles	516.4	7.9
24-25 Operating Budget	$ 434,292.00	
25-26 Salaries	$ 300,589.00	
Average Officer Salary w/Benefits	**$ 58,119.00**	

Inter-Local Agreement Fee	$	58,119.00
2nd YearAnnual 1.5% Escalator	$	871.79
Inter-Local Agreement Fee	$	58,990.79
3rd YearAnnual 1.5% Escalator	$	884.86
Inter-Local Agreement Fee	$	59,875.65

	Chattahoochee	Greensboro	Gretna	Havana	Midway	Total
Population	2970	461	1357	1753	3537	10078
Population Percentage	29%	5%	13%	17%	35%	100%
Square miles	5.7	1	8.6	2.8	9.7	35.7
Inter-Local Agreement Fee	$ 17,127.75	$ 2,658.55	$ 7,825.71	$ 10,109.41	$ 20,397.59	$ 58,119.00
2nd YearAnnual 1.5% Escalator	$ 256.92	$ 39.88	$ 117.39	$ 151.64	$ 305.96	$ 871.79
Inter-Local Agreement Fee	$ 17,384.66	$ 2,698.43	$ 7,943.09	$ 10,261.05	$ 20,703.55	$ 58,990.79
3rd YearAnnual 1.5% Escalator	$ 260.77	$ 40.48	$ 119.15	$ 153.92	$ 310.55	$ 884.86
Inter-Local Agreement Fee	$ 17,645.43	$ 2,738.90	$ 8,062.24	$ 10,414.96	$ 21,014.11	$ 59,875.65

Current Animal Control Officer Average Salary with Benefits		**$**	**58,119.00**
Proposed revenue with full municipal participation	**Year 1**	**$**	**116,238.00**
	Year 2	**$**	**117,981.57**
	Year 3	**$**	**119,751.29**

*Annual 1.5% escalators due to expected increase in Workers Comp, Insurance,

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 12, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Louis J. Baptiste, Interim County Attorney

Subject: Approval of Resolution urging a Responsible Approach to Re-Establishing Navigation on the Apalachicola River

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Statement of Issue:

This Resolution Urges a Responsible Approach to Re-Establishing Navigation on the Apalachicola River.

Background:

The U.S. Army Corps of Engineers has proposed re-establishing navigation on the Apalachicola River through renewed dredging operations. Historically, dredging caused significant ecological damage and strained relationships with riparian communities. Gadsden County recognizes the importance of responsible commercial navigation but seeks to avoid repeating past harms. The resolution emphasizes that navigation and environmental protection are not mutually exclusive and encourages the Corps to collaborate with the Riparian County Stakeholders Coalition to pursue sustainable, balanced solutions.

Analysis & Findings:

Opposes a return to full-scale dredging on the Apalachicola River.

Encourages the U.S. Army Corps of Engineers, under the leadership of Colonel Kelcey R. Shaw, to work with the Riparian County Stakeholders Coalition.

Supports innovative and environmentally sound navigation methods that promote economic benefits while safeguarding the river and bay's long-term health.

Options:

1. Adopt the attached Resolution of the Board of County Commissioners of Gadsden County, Florida, urging a responsible approach to re-establishing navigation on the Apalachicola River.
2. Do Not Approve.
3. Board Direction.

Interim County Administrator's Recommendation:

Option 1

Attachments:

Resolution

RESOLUTION NO. 2025-051

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, URGING A RESPONSIBLE APPROACH TO RE-ESTABLISHING NAVIGATION ON THE APALACHICOLA RIVER

WHEREAS the U.S. Army Corps of Engineers has proposed re-establishing navigation on the Apalachicola River through renewed dredging operations; and

WHEREAS past dredging caused extensive ecological damage to the river system and eroded trust between the Corps and the communities along the Apalachicola; and

WHEREAS the issue has too often been framed as an all-or-nothing choice between full-scale dredging or no navigation at all; and

WHEREAS Gadsden County supports responsible commercial navigation provided it can be achieved without repeating the environmental and community harms of the past and bring economic benefits to riparian counties; and

WHEREAS even the Tri-Rivers Waterway Development Association — whose members stand to benefit most from renewed navigation — acknowledge that the authorized traditional dredging is not a sustainable long-term solution; and

WHEREAS new approaches, technologies, and water management strategies now offer the opportunity to support navigation while protecting the long-term health of the river and bay;

NOW, THEREFORE, BE IT RESOLVED that the Gadsden County Board of County Commissioners urges the U.S. Army Corps of Engineers to reject a return to full-scale dredging on the Apalachicola River; and

BE IT FURTHER RESOLVED that Gadsden County invites the Corps, under the leadership of Colonel Kelcey R. Shaw, to work in partnership with the six counties of the Riparian County Stakeholders Coalition to develop a balanced and forward-looking plan that supports navigation while preserving the ecological integrity of the Apalachicola River system.

DULY ADOPTED this ___ day of _____, 2025, by the Gadsden County Board of County Commissioners.

ATTEST:

Clerk of Court

Chair, Board of County Commissioners

Board of County Commissioners
Agenda Request

Date of Meeting: **September 16, 2025**

Date Submitted: **August 29, 2025**

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Curtis Young, Public Works Director

Subject: Approval of Resolution for Hanna Mill Pond Bridge Design

Statement of Issue:

This agenda seeks Board approval of the Resolution for the purpose of the Florida Department of Transportation to purchase land and temporary easement in the County's name for Hanna Mill Pond Bridge Repair.

Background:

Hanna Millpond Bridge No. 504043 is off Hannah Mill Pond Road. This bridge was built back in 1960. The bridge was closed in 2023 due to an inspection indicating signs of the bridge failing. (FDOT) Florida Department of Transportation provides routine bridge inspections in Gadsden County to ensure that they are in good standing and notify Gadsden County when there are concerns.

Analysis:

(FDOT) Florida Department of Transportation has undertaken a study on the bridge and has concluded that the bridge needs to be Rehabbed/Replaced.

Fiscal Impact:

There will be no fiscal impact to Gadsden County. The Florida Department of Transportation will undertake all aspects of the replacement of the bridge. Design, Construction and CEI cost.

Options:

1. Approval of the resolution and authorize the Chairperson to sign.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1

Attachment(s):

1. Resolution
2. Warranty Deed being obtained for Parcel 1100
3. Warranty Deed being obtained for Parcel 1101
4. Temporary Construction Easement being obtained for 700
5. Right of Way Map-1100 Colored in orange
   1101 colored in blue
   700 colored in green

BSD.12 11/00

February 13, 2025

This instrument prepared by,
or under the direction of,
2/20/25
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Parcel	1100-1101
Item/Segment No.	4411881
Managing District	3
C.R. No.	Hanna Mill Pond Rd
County	Gadsden

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve County Road No. Hanna Mill Pond Rd, Financial Project No. 4411881, in Gadsden County, Florida: and

WHEREAS, it is necessary that certain privately-owned lands be acquired by the State of Florida Department of Transportation for Gadsden County: and

WHEREAS, said property will remain on the County system: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to accept the deeds, in favor of Gadsden County, conveying said rights, title and interest to the County for said lands required for transportation purposes and for the County to cooperate with the State of Florida Department of Transportation in any condemnation of any property which may be required, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gadsden County, that the County shall accept deeds conveying property to the County for transportation purposes, and the County shall cooperate with the Florida Department of Transportation in the condemnation of any property which may be required.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

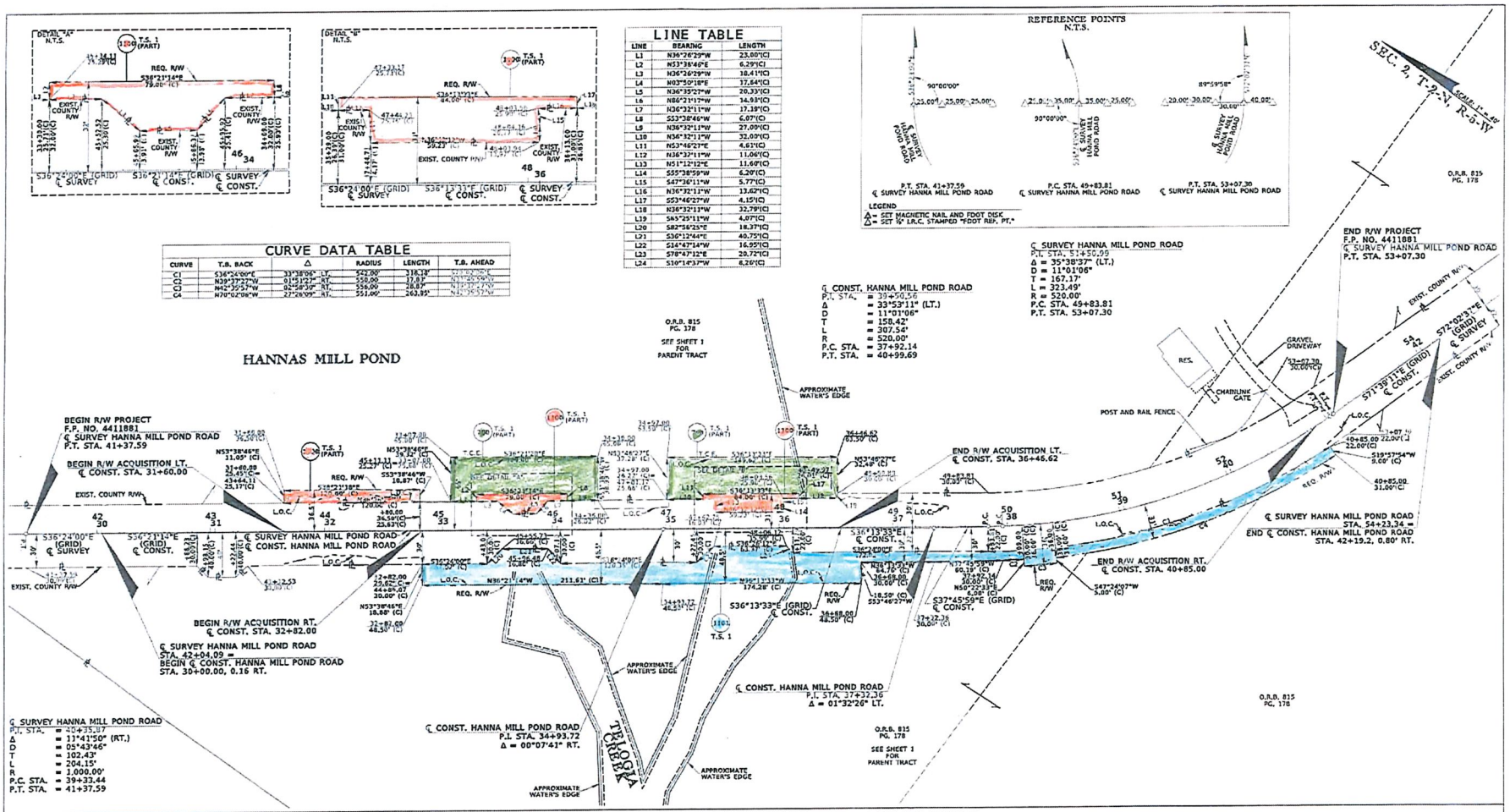
STATE OF FLORIDA

COUNTY OF GADSDEN

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Gadsden County, Florida at a meeting held on the ___ day of _____, 20___.

_____

Clerk
Board of County Commissioners
Gadsden County, Florida



LINE TABLE

LINE	BEARING	LENGTH
L1	N36°26'29"W	23.00'(C)
L2	N53°38'40"E	6.29'(C)
L3	N36°26'29"W	38.41'(C)
L4	N03°50'18"E	17.64'(C)
L5	N36°35'27"W	20.33'(C)
L6	N86°23'17"W	14.93'(C)
L7	N36°32'11"W	17.19'(C)
L8	S53°38'46"W	6.07'(C)
L9	N36°32'11"W	27.00'(C)
L10	N36°32'11"W	32.00'(C)
L11	N53°46'27"E	4.61'(C)
L12	N36°32'11"W	11.06'(C)
L13	N51°12'12"E	11.60'(C)
L14	S55°38'59"W	6.20'(C)
L15	S47°36'11"W	5.77'(C)
L16	N36°32'11"W	13.62'(C)
L17	S53°46'27"W	4.15'(C)
L18	N36°32'11"W	32.79'(C)
L19	S65°25'11"W	4.97'(C)
L20	S87°26'25"E	18.37'(C)
L21	S36°12'44"E	40.75'(C)
L22	S14°47'14"W	16.95'(C)
L23	S78°47'12"E	20.72'(C)
L24	S16°14'57"W	8.20'(C)

CURVE DATA TABLE

CURVE	T.B. BACK	Δ	RADIUS	LENGTH	T.B. AHEAD
C1	S36°24'00"E	33°38'06" LT.	542.00'	318.28'	S69°02'06"E
C2	N39°33'27"W	01°45'57" RT.	550.00'	17.07'	N37°59'30"W
C3	N62°30'57"W	02°58'30" RT.	550.00'	28.07'	N65°29'27"W
C4	N70°02'06"W	27°26'09" RT.	551.00'	263.85'	N42°35'57"W

TABLE OF OWNERSHIPS

PARCEL NO.	SHEET NO.	NAME	AREA TAKEN	REMAINDERS LEFT	REMAINDERS RIGHT	COMMENTS	RECORDING DATA
700	1,2	CURTIS R. BARINEAU ETUX	9,712 S.F.	-	-	TEMPORARY CONSTRUCTION EASEMENT / REMAINDER OVER 40 AC.	
1100	1,2	CURTIS R. BARINEAU ETUX	3.235 S.F.	-	-	REMAINDER OVER 40 AC.	
1101	1,2	CURTIS R. BARINEAU ETUX	13.619 S.F.	-	-	REMAINDER OVER 40 AC.	

REVISIONS		
REVISION	BY	DATE

LEGEND

PARCEL NUMBER ID.	TYPE USE	PARCEL NUMBER ID.	TYPE USE	PARCEL NUMBER ID.	TYPE USE
100-699	DEEDS OF ALL TYPES	800-899	PERPETUAL EASEMENTS	1100-1199	COUNTY PARCELS
700-799	TEMPORARY EASEMENTS	900-999	LICENSE		

THIS RIGHT OF WAY MAP IS FOR INFORMATIONAL PURPOSES ONLY. VERIFICATION WITH THE PUBLIC RECORDS IS ADVISED TO CONFIRM IT'S ACCURACY

THIS MAP IS NOT A SURVEY

SEE SHEET ONE FOR LEGEND AND GENERAL NOTES
HANNA MILL POND ROAD OVER HANNA POND BRIDGE NO. 504043

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY	DATE	REVISION	BY	DATE	REVISION	BY	DATE	BY	DATE	F.A.P. NO. D324-056-B	SECTION N/A	DATA SOURCE: SURVEY001_4411881_ORD 10.11.DGN
		DISTRICT SURVEYOR AND MAPPER	9-17-25							P.M.F.I.N	L.D.P. 09/17/24	COUNTY ROAD: HANNA MILL POND ROAD	GADSDEN COUNTY	F.P. NO. 4411881
										FINAL	S.L.A. 10/07/24			SHEET 2 OF 2
										CHECKED	S.M.D. 09/25/24			

PREPARED BY:
SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
3100 HIGHWAY 90 CHIPLEY, FL 32428
(850) 638-0750

SCALE: 1" = 40'

701-GWD.01-11.23

February 14, 2025

This instrument prepared by,
or under the direction of,

Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by:
Steven Lee Anderson, Jr.

Parcel	1101.1
Item/Segment No.	4411881
Managing District	3
C.R. No.	Hanna Mill Pond Rd
County	Gadsden

WARRANTY DEED

THIS WARRANTY DEED Made the ____day of _____, 20_____ by CURTIS R. BARINEAU and wife, CHERI D. BARINEAU, grantor, to GADSDEN COUNTY, a political subdivision of the State of Florida, whose address is 107 W Franklin Street, Quincy, Florida 32351, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Gadsden County, Florida, viz:

A parcel of land being in Section 2, Township 2 North, Range 5 West, Gadsden County, Florida, described as follows: Commence at a 4 inch round by 4 foot tall iron pipe (no ID) marking the northeast corner of said Section 2; thence North 89°43'28" West 1,984.76 feet along the North line of said Section 2 to an intersection with the centerline of survey of Hanna Mill Pond Road (county maintained), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4411881 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence South 56°19'14" East 310.53 feet along said centerline of survey to a point on a tangent curve to the right (concave southwesterly); thence southeasterly along said centerline and said curve, having a radius of 2,500.00 feet, for an arc distance of 358.81 feet, through a central angle of 08°13'24" to end of curve; thence South 48°05'50" East 31.80 feet along said centerline of survey to a point on a tangent curve to the right (concave southwesterly); thence southeasterly along said centerline and said curve, having a radius of 1,000 feet, for an arc distance of 204.15 feet, through a central angle of 11°41'50" to end of curve; thence South 36°24'00" East 348.48 feet along said centerline of survey; thence departing said centerline, run South 53°36'00" West 30.00 feet to an intersection with the existing southwesterly right of way line of said Hanna Mill Pond Road, as shown on said Right of Way Map, and POINT OF BEGINNING; thence South 36°24'00" East 57.02 feet along said right of way line; thence South 82°56'25" East 18.37 feet; thence South 36°12'44" East 40.75 feet; thence South 14°47'14" West 16.95 feet; thence South 36°24'00" East 120.35 feet; thence South 78°47'12" East 20.72 feet; thence South 36°26'12" East 63.37 feet; thence South 10°14'37" West 8.26 feet; thence South 36°24'00" East 172.02 feet to a point on a tangent curve to the left (concave northeasterly); thence southeasterly along said right of way line and said curve, having a radius of 542.00 feet, for an arc distance of 318.18 feet, through a central angle of 33°38'06" to end of curve; thence departing said right of way line, run South 19°57'54" West 9.00 feet to a point on a nontangent curve to the right (concave northeasterly); thence, from a tangent bearing of North 70°02'06" West, northwesterly along said curve, having a radius of 551.00 feet, for an arc distance of 263.85 feet, through a central angle of 27°26'09" to end of curve; thence South 47°24'07" West 5.00 feet to a point on a nontangent curve to the right (concave northeasterly); thence, from a tangent bearing of North 42°35'57" West, northwesterly along said curve, having a radius of 556.00 feet, for an arc distance of 28.87

feet, through a central angle of 02°58'30" to end of curve; thence North 50°22'33" East 6.00 feet to a point on a nontangent curve to the right (concave northeasterly); thence, from a tangent bearing of North 39°37'27" West, northwesterly along said curve, having a radius of 550.00 feet, for an arc distance of 17.83 feet, through a central angle of 01°51'27" to end of curve; thence North 37°45'59" West 60.19 feet; thence North 36°13'33" West 64.76 feet; thence South 53°46'27" West 18.50 feet; thence North 36°13'33" West 174.28 feet; thence North 36°21'14" West 211.61 feet; thence North 53°38'46" East 18.88 feet to POINT OF BEGINNING;

Containing 13,619 square feet, more or less.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:
(Two witnesses required by Florida Law)

_____
Print Name:_____
Address:_____
_____

_____
Print Name:_____
Address: _____
_____

_____
Curtis R. Barineau

Address of grantor:

_____

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ■ physical presence or ■ online notarization, this day _____ , by _____, who is personally known to me or who has produced _____ as identification.

_____
(Type/print or stamp name under signature)
Title or rank (Serial No., if any)_____

Affix Seal

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:
(Two witnesses required by Florida Law)

_____ _____
Print Name:_____ Cheri D. Barineau
Address:_____
_____ Address of grantor:

_____ _____
Print Name:_____
Address: _____ _____
_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ■ physical presence or ■ online notarization, this day _____ , by _____, who is personally known to me or who has produced _____ as identification.

_____

(Type/print or stamp name under signature)
Affix Seal Title or rank (Serial No., if any)_____

701-GWD.01-11.23

February 14, 2025

This instrument prepared by,
or under the direction of,

Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by:
Steven Lee Anderson, Jr.

Parcel	1100.1
Item/Segment No.	4411881
Managing District	3
C.R. No.	Hanna Mill Pond Rd
County	Gadsden

WARRANTY DEED

THIS WARRANTY DEED Made the ____day of _____, 20_____ by CURTIS R. BARINEAU and wife, CHERI D. BARINEAU, grantor, to GADSDEN COUNTY, a political subdivision of the State of Florida, whose address is 107 W Franklin Street, Quincy, Florida 32351, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Gadsden County, Florida, viz:

A. A parcel of land being in Section 2, Township 2 North, Range 5 West, Gadsden County, Florida, described as follows: Commence at a 4 inch round by 4 foot tall iron pipe (no ID) marking the northeast corner of said Section 2; thence North 89°43'28" West 1,984.76 feet along the North line of said Section 2 to an intersection with the centerline of survey of Hanna Mill Pond Road (county maintained), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4411881 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence South 56°19'14" East 310.53 feet along said centerline of survey to a point on a tangent curve to the right (concave southwesterly); thence southeasterly along said centerline and said curve, having a radius of 2,500.00 feet, for an arc distance of 358.81 feet, through a central angle of 08°13'24" to end of curve; thence South 48°05'50" East 31.80 feet along said centerline of survey to a point on a tangent curve to the right (concave southwesterly); thence southeasterly along said centerline and said curve, having a radius of 1,000 feet, for an arc distance of 204.15 feet, through a central angle of 11°41'50" to end of curve; thence South 36°24'00" East 226.52 feet along said centerline of survey; thence departing said centerline, run North 53°36'00" East 25.17 feet to an intersection with the existing northeasterly right of way line of said Hanna Mill Pond Road, as shown on said Right of Way Map, and POINT OF BEGINNING; thence departing said right of way line, run North 53°38'46" East 11.05 feet; thence South 36°21'18" East 120.00 feet; thence South 53°38'46" West 10.87 feet to said northeasterly right of way line; thence North 36°26'29" West 120.00 feet along said right of way line to POINT OF BEGINNING;

Containing 1,315 square feet, more or less.

ALSO:

B. A parcel of land being in Section 2, Township 2 North, Range 5 West, Gadsden County, Florida, described as follows: Commence at a 4 inch round by 4 foot tall iron pipe (no ID) marking the northeast corner of said Section 2; thence North 89°43'28" West 1,984.76 feet along the North line of said Section 2 to an intersection with the centerline

of survey of Hanna Mill Pond Road (county maintained), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4411881 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence South 56°19'14" East 310.53 feet along said centerline of survey to a point on a tangent curve to the right (concave southwesterly); thence southeasterly along said centerline and said curve, having a radius of 2,500.00 feet, for an arc distance of 358.81 feet, through a central angle of 08°13'24" to end of curve; thence South 48°05'50" East 31.80 feet along said centerline of survey to a point on a tangent curve to the right (concave southwesterly); thence southeasterly along said centerline and said curve, having a radius of 1,000 feet, for an arc distance of 204.15 feet, through a central angle of 11°41'50" to end of curve; thence South 36°24'00" East 396.52 feet along said centerline of survey; thence departing said centerline, run North 53°36'00" East 25.29 feet to an intersection with the existing northeasterly right of way line of said Hanna Mill Pond Road, as shown on said Right of Way Map, and POINT OF BEGINNING; thence departing said right of way line, run North 53°38'46" East 6.29 feet; thence South 36°21'14" East 79.00 feet; thence South 53°38'46" West 6.07 feet to said northeasterly right of way line; thence North 36°32'11" West 17.19 feet along said right of way line; thence North 86°21'17" West 14.93 feet; thence North 36°35'27" West 20.33 feet; thence North 03°50'18" East 17.64 feet; thence North 36°26'29" West 18.41 feet along said right of way line to POINT OF BEGINNING;

Containing 853 square feet, more or less.

C. A parcel of land being in Section 2, Township 2 North, Range 5 West, Gadsden County, Florida, described as follows: Commence at a 4 inch round by 4 foot tall iron pipe (no ID) marking the northeast corner of said Section 2; thence North 89°43'28" West 1,984.76 feet along the North line of said Section 2 to an intersection with the centerline of survey of Hanna Mill Pond Road (county maintained), as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4411881 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence South 56°19'14" East 310.53 feet along said centerline of survey to a point on a tangent curve to the right (concave southwesterly); thence southeasterly along said centerline and said curve, having a radius of 2,500.00 feet, for an arc distance of 358.81 feet, through a central angle of 08°13'24" to end of curve; thence South 48°05'50" East 31.80 feet along said centerline of survey to a point on a tangent curve to the right (concave southwesterly); thence southeasterly along said centerline and said curve, having a radius of 1,000 feet, for an arc distance of 204.15 feet, through a central angle of 11°41'50" to end of curve; thence South 36°24'00" East 595.58 feet along said centerline of survey; thence departing said centerline, run North 53°36'00" East 25.73 feet to an intersection with the existing northeasterly right of way line of said Hanna Mill Pond Road, as shown on said Right of Way Map, and POINT OF BEGINNING; thence departing said right of way line, run North 53°46'27" East 4.61 feet; thence South 36°13'33" East 84.00 feet; thence South 53°46'27" West 4.15 feet to said northeasterly right of way line; thence North 36°32'11" West 13.62 feet along said right of way line; thence South 47°36'11" West 5.77 feet; thence South 55°38'59" West 6.20 feet; thence North 36°12'12" West 59.23 feet; thence North 51°12'12" East 11.60 feet; thence North 36°32'11" West 11.06 feet along said right of way line to POINT OF BEGINNING;

Containing 1,067 square feet, more or less.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:
(Two witnesses required by Florida Law)

_____ _____
Print Name:_____ Curtis R. Barineau
Address:_____
_____ Address of grantor:

_____ _____
Print Name:_____
Address: _____ _____
_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ■ physical presence or ■ online notarization, this day _____ , by _____, who is personally known to me or who has produced _____ as identification.

_____

(Type/print or stamp name under signature)
Affix Seal Title or rank (Serial No., if any)_____

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:
(Two witnesses required by Florida Law)

_____ _____
Print Name:_____ Cheri D. Barineau
Address:_____
_____ Address of grantor:

_____ _____
Print Name:_____
Address: _____ _____
_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ■ physical presence or ■ online notarization, this day _____ , by _____, who is personally known to me or who has produced _____ as identification.

_____

(Type/print or stamp name under signature)
Affix Seal Title or rank (Serial No., if any)_____

Board of County Commissioners
Agenda Request

Date of Meeting: September 2, 2025

Date Submitted: August 27, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Rose Raynak, Finance Director

Subject: Board Direction and Approval of Resolution 2025-045 Gadsden County Development Council Amendment for FY2025

Statement of Issue:

This agenda item is presented to the Board for direction and approval of Resolution 2025-045 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 Statute 129.06(2) permits the Board to amend the current fiscal year's budget. (2)(d) allows the budget to be amended due to receipt of a nature from a source not anticipated in the budget and received for a particular purpose, including but not limited to grants, donations, gifts, or reimbursement for damages, may, by resolution spread on its minutes, be appropriated and expended for that purpose. The resolution may amend the budget to transfer funds to properly account for the unanticipated revenue.

Analysis:

This agenda item seeks Board direction on the allocation to Gadsden County Development Council (GCDC). The GCDC presented at a Budget Workshop on July 25, 2025, seeking funding to continue past partnerships with the BOCC to enhance economic development for the entire county. The Board expressed interest in providing the GCDC with some level of funding at the August 19, 2025, Budget Workshop to support continued efforts to find funding and other economic opportunities for the County.

It is expected that the funding would require that GCDC will work collaboratively with the Director of Economic Development at the BOCC would start immediately and continue throughout the 2025-2026 fiscal year to identify potential opportunities. A partnership with this group will bring BOCC various perspectives from throughout the County about all the available economic opportunities that includes local community buy-in. By integrating community insights and forward-thinking

strategies, the partnership will help position Gadsden County as a competitive and prosperous region in Florida.

The Gadsden County Development Council serves as a stakeholder advisory board for Economic Development and includes membership from the different municipalities within Gadsden County. The council reviews proposed projects and economic development initiatives and makes non-binding recommendations to the BOCC. The council focuses on leveraging existing infrastructure to bolster business recruitment, while also addressing land development trends to ensure sustainable growth in the County.

Fiscal Impact:

A one-time, non-recurring allocation proposal of $50,000.

Options:

1. Approve Resolution 2025-045, 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

Attachment(s):

1. Resolution 2025-045
2. Narrative
3. Budget Amendment

BA# 25-082

Gadsden County BOCC Budget Amendment Form

Date: 8/21/2025
Fiscal Year: 2024-2025
Department: Fund 001
Agenda Item: N/A

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
						-
						-
						-
#1 Subtotal				-	-	-

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
001	0055	51200	Regular Salaries & Wages	46,805.00	(30,000.00)	16,805.00
001	0055	52200	Retirement Contributions	24,181.00	(20,000.00)	4,181.00
001	0024	53400	Other Contractual Services	6,500.00	50,000.00	56,500.00
						-
						-
						-
#2 Subtotal				77,486.00	-	77,486.00

To provide funding to the Gadsden Community Development Council for FY 2024-25.

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

SUNGARD PENTAMATION INC.
DATE: 08/26/2025
TIME: 10:04:52

GADSDEN COUNTY BOCC
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn in ('0055','0024') and expledgr.account in ('51200','52200','53400')
ACCOUNTING PERIOD: 11/25

SORTED BY: FUND,FUNCTION,ACTIVITY,DEPT TOTAL,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,FUNCTION,ACTIVITY,DEPT TOTAL,1ST SUBTOTAL
PAGE BREAKS ON: FUND

FUND-001 GENERAL FUND — 1ST SUBTOTAL-51000 PERSONAL SERVICES
FUNCTION-510 GENERAL GOVERNMENT SVCES
ACTIVITY-513 FINANCE & ADMINISTRATIVE
DEPT TOTAL-0055 PURCHASING

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	46,805.00	.00	.00	5,640.00	41,165.00	12.05
52200	RETIREMENT CONTRIBUTIONS	24,181.00	.00	.00	385.77	23,795.23	1.60
	TOTAL PERSONAL SERVICES	70,986.00	.00	.00	6,025.77	64,960.23	8.49
	TOTAL PURCHASING	70,986.00	.00	.00	6,025.77	64,960.23	8.49
	TOTAL FINANCE & ADMINISTRATIV	70,986.00	.00	.00	6,025.77	64,960.23	8.49
	TOTAL GENERAL GOVERNMENT SVCE	70,986.00	.00	.00	6,025.77	64,960.23	8.49
	FUNCTION-550 ECONOMIC ENVIRONMENT						
	ACTIVITY-552 INDUSTRY DEVELOPMENT						
	DEPT TOTAL-0024 INDUSTRIAL DEVELOPMENT						
	1ST SUBTOTAL-51000 PERSONAL SERVICES						
51200	REGULAR SALARIES & WAGES	140,226.00	10,401.60	.00	119,618.40	20,607.60	85.30
52200	RETIREMENT CONTRIBUTIONS	40,003.00	1,459.34	.00	16,420.82	23,582.18	41.05
	TOTAL PERSONAL SERVICES	180,229.00	11,860.94	.00	136,039.22	44,189.78	75.48
	1ST SUBTOTAL-53000 OPERATING EXPENSES						
53400	OTHER CONTRACTUAL SERVIC	6,500.00	.00	.00	.00	6,500.00	.00
	TOTAL OPERATING EXPENSES	6,500.00	.00	.00	.00	6,500.00	.00
	TOTAL INDUSTRIAL DEVELOPMENT	186,729.00	11,860.94	.00	136,039.22	50,689.78	72.85
	TOTAL INDUSTRY DEVELOPMENT	186,729.00	11,860.94	.00	136,039.22	50,689.78	72.85
	TOTAL ECONOMIC ENVIRONMENT	186,729.00	11,860.94	.00	136,039.22	50,689.78	72.85
	TOTAL GENERAL FUND	257,715.00	11,860.94	.00	142,064.99	115,650.01	55.12
TOTAL REPORT		257,715.00	11,860.94	.00	142,064.99	115,650.01	55.12

RESOLUTION NO. 2025 - 045

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 Budget Amendment #2025-082 attached hereto.

Adopted this 2nd day of September, 2025.

Board of County Commissioners
Gadsden County, Florida

_____
Chairperson

Attest: Nicholas Thomas, Clerk

By:_____

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT, effective as of the 1st day of September, 2025 (the 'Effective Date'), by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida (the 'County') and the GADSDEN COUNTY DEVELOPMENT COUNCIL, INC., a Florida not for profit corporation authorized to do business in Florida (the 'Contractor').

WHEREAS, The County has determined that it would be in the best interests of the citizens of Gadsden County, Florida, that the County be able to partner with the Contractor; and

WHEREAS, the County has a need for additional economic development services; and

WHEREAS, the County has determined that it would be in the best interests of the Citizens of Gadsden County, Florida to have a written agreement with the Contractor to provide such collaborative services.

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

1. SERVICES TO BE PROVIDED
   The Contractor agrees to provide the following services to the County:

   As described in the Scope of Services attached as Exhibit A and made a part hereof.

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

3. TERM
   The Agreement shall be effective for an initial period of September 1, 2025 – September 30, 2026, and shall terminate without notice September 30, 2026.

4. AGREEMENT SUM
   A one-time non-recurring sum of $50,000

5. PAYMENTS
The County will make such payment within thirty (30) days of submission and approval of an invoice for the Agreement total.

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

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

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

A. ***Minimum Limits of Insurance***. Contractor shall maintain limits of no less than:
   a) General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   b) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage (non-owned, hired car)
   c) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation In lieu of Additional Insured is required.
   d) Professional Liability: All types necessary to protect the County from any professional liability arising under this agreement with a minimum $1,000,000 liability unit. The deductible shall not exceed $25,000 and if greater than $1,000 must be guaranteed by the Contractor for the difference

between the deductible and $1,000. The professional liability insurance coverage for the services provided under this Agreement shall be maintained in force from the effective date of the contract through at least one year following the actual completion of the provision of any services under the terms of this Agreement. The Contractor shall provide evidence of the insurance, and the evidence shall provide for thirty (30) days' notice in writing to the County prior to cancellation, expiration, or non-renewal.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions:

1. ***General Liability and Automobile Liability Coverages*** (County is to be named as Additional Insured).
   a) The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
   b) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
   c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
   d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

   Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by

certified mail, return receipt requested, has been given to the County.

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

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

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

8. LICENSES: PERMITS

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

9. ASSIGNMENTS

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

10. INDEMNIFICATION: HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the County, its officers, employees, attorneys, and agents from and against all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and reasonable attorneys' fees, whether or not here is litigation and including those incurred on appeal. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. Whether it elects to defend itself or allow the Contractor to provide the defense, the County shall have the right to select the counsel of its choice to provide the defense and the Contractor

shall be responsible for all costs and reasonable attorney's fees incurred in the defense, whether or not there is litigation and including those incurred on appeal. The indemnity obligations of the Contractor under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, the County does not intend and in no way waives any sovereign immunity rights that it possesses.

11. AUDITS, RECORDS, and RECORDS RETENTION

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E JEFFERSON ST., QUINCY, FLORIDA 32351, 850.875.8612 clerkofcourt@gadsdenclerk.com.

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

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

request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

12. MONITORING

Contractor agrees to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement. Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

13. TERMINATION

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

14. COMPLIANCE WITH LAWS

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

15. PUBLIC ENTITY CRIMES STATEMENT

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

16. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

17. AMENDMENTS

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

18. VENUE

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

19. CONSTRUCTION

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

20. DISPUTES

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

21. SEVERABILITY

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

22. EXECUTION

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

23. COPYRIGHT: PROPERTY OF COUNTY

All works commenced for use in connection with this Agreement, including but not limited to, all intellectual property, writings, drawings, graphics, and computer files, as well as all data collected and summaries and charts derived therefrom (collectively, 'Works') done specifically for the benefit of the County, shall be works made for hire and shall become the property of the County in their native and executable format immediately upon commencement without restriction or limitation on their use and will be made available to the County at any time during the performance of the Agreement and upon completion or termination of this Agreement. Upon delivery to the County, the County will become the custodian of the Works. The County shall have the ability to copyright or trademark any Works, and Contractor shall not copyright or trademark any Works in favor of Contractor. Contractor shall retain the copyrights to all non-County related Works.

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

Signed, sealed, and delivered

_____
GADSDEN COUNTY DEVELOPMENT COUNCIL, INC., a Florida not for profit corporation

_____
Witness #1 Signature

_____
Print Witness #1 Name

_____
Witness #2 Signature

_____
Print Witness #2 Name

STATE OF _____

COUNTY OF_____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ as Director of the Gadsden County Development Council, Inc. a Florida not for profit corporation, on behalf of said corporation. Such person: ( ) is personally known to me;
( ) produced a driver's license as identification; or
( ) produced _____ as identification.

_____
Signature of Notary Public

_____
Typed or Printed Name of Notary Public

(Notarial Seal)
ATTEST

Nicholas Thomas
GADSDEN COUNTY CLERK OF THE COURT

Eric Hinson
Chairperson, Gadsden County Board of Commissioners

APPROVED AS TO FORM FOR RELIANCE BY GADSDEN COUNTY ONLY

Louis J. Baptiste, Esq.
Interim Gadsden County Attorney

EXHIBIT A – SCOPE OF WORK

The Gadsden County Development Council, Inc. (GCDC) will coordinate with the Gadsden County Department of Economic Development ("Department") to:

1. Identify major community and economic development programs and projects, and initiatives. Pursue these opportunities, monitor their progress, and follow-up as necessary.

2. Serve as an intermediary between Gadsden County's public and private sectors. In connection with maintaining a database of local businesses, their key contacts, employment statistics, locations and industry categories and making this information available to the Department upon request.

3. Raise funds in the private market, including tax deductible donations, to support ongoing and future competitive Economic Development Projects.

4. Serve as a resource to insulate growing local businesses or prospective new businesses from risks associated with site selection/land acquisition activities. This may include support of efforts to certify strategic sites for industrial development, assisting with the County-wide Brownfield Assessment project, or raising funds to support private business ventures, Real Estate acquisition activities or speculative development projects as needed.

5. Advocate a balance between infrastructure, housing, tourism, community, and economic development activities, recognizing that they work together to promote quality and sustainable economic development activity.

6. Coordinate with the Department to promote and recruit commercial enterprises that offer quality jobs and encourage expansion and retention of existing businesses.

7. Meet with the Department and/or County on an as needed basis to support emerging economic or community development issues and provide updates on GCDC's activities including area businesses supported and the GCDC's role in supporting area businesses.

8. The Gadsden County Department of Economic Development logo shall be displayed as a top-level sponsor or partner at all GCDC-hosted events, listed on its website as a top-level partner, and within its promotional material as top-level partner.

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: August 27, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Tabitha D. Washington, Director of Library Services

Subject: Approval and Execution of State Aid Grant Agreement

Statement of Issue:

As part of the submissions due October 1, 2025 for the 2025-2026 State Aid application, two executed copies of the State Aid grant agreement are required.

Background:

State Aid is an essential part of the Library budget. The State Aid grant award in Fiscal Year 2025-2026 is estimated to be $272,664. State Aid is used for materials, salaries, and operating expenses of the William A. "Bill" McGill Library in Quincy, the Cowen Public Library in Chattahoochee, and the Havana Public Library. As part of the annual State Aid application process, the County must file signed documents by October 1st.

Analysis:

Approval of signing the attached papers is one step toward beginning this funding, which is vital to provision of library services in Gadsden County.

Fiscal Impact:

Gadsden County's State Aid funding is made up of two grants, an operating grant and an equalization grant. The majority of Gadsden County's State Aid is the equalization grant, which is provided to the poorest counties based upon taxable property values. The actual amount of the grant is determined by a formula that is based largely on local funds invested in library services. Therefore, more County dollars spent on library services means more potential for State Aid. The grant award for the FY 2025-2026 fiscal year is estimated to be $272,664. No further financial obligation or match is required by the County.

Options:

1. Execute the State Aid grant application and agreement.
2. Provide other direction.

County Administrator's Recommendation:

Approval of Option 1, with authorization of Chairman to sign on behalf of the County.

Attachment

1. Grant Agreement
2. Certification of Hours

FLORIDA DEPARTMENT OF STATE

DIVISION OF LIBRARY AND INFORMATION SERVICES

STATE AID TO LIBRARIES GRANT APPLICATION

Certification of Hours, Free Library Service and Access to Materials

The **Gadsden Board of County Commissioners**,

(Name of library governing body)

governing body for the **Gadsden County Public Library System**,

(Name of library)

hereby certifies that the following statements are true for the time period October 1, 20XX through June 30, 20XX

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge.
- Provides access to materials, information and services for all residents of the area served.
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system).

Signature

_____ _____

Chair, Library Governing Body Date

Eric Hinson

Name (Typed)

STATE AID TO LIBRARIES GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND Gadsden Board of County Commissioners for and on behalf of Gadsden County Public Library System

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Gadsden Board of County Commissionersfor and on behalf of Gadsden County Public Library System, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2025-26 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

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 "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

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

   In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2023 - September 30, 2024.

   In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2023 through June 30, 2026. The Grantee shall:

   - Have a single administrative head employed full time by the library's governing body;
   - Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
   - Provide access to materials, information and services for all residents of the area served; and
   - Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

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

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2023 through June 30, 2026. The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2023 - September 30, 2024;
- Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2023 - September 30, 2024 only;
- Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- Provide the Certification of Credentials for the Single Administrative Head; and
- Provide a Certification of Hours, Free Library Service and Access to Materials.

c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2023 to June 30, 2026, unless terminated in accordance with the provisions of Section 30 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2023) and concludes with the end of the State of Florida's current fiscal year (June 30, 2026).

3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2023 – September 30, 2024) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.

4. **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 regarding 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 should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Tom Peña, Grant Programs Supervisor
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: Thomas.Pena@dos.fl.gov

For the Grantee:

Tabitha Washington
Gadsden County Public Library System
732 South Pat Thomas Parkway Quincy Florida 32351-2531
Phone: 850.627.7106
Email: twashington@gadsdencountyfl.gov

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2025-26 State Aid to Libraries Final Grants" document (Attachment B), 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. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization Form (form number DFS-AI-26E, rev 3/2022), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16. The form also includes tools and information that allow you to check on payments.

7. **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 flvendor.myfloridacfo.com **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed 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*:

   The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

   Use the following text:

   "This project has been funded under the provisions of the State Aid to Libraries Grant program, which is administered by the Florida Department of State's Division of Library and Information Services."

10. **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 (as of October 2022), incorporated by reference, which are available online at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.

12. **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 as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of October 2022) myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, incorporated by reference.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Thomas Peña, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, Florida 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient 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.

14. **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 A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least $750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at dosgrants.com

15. **Retention of GrantRecords.** 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) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

16. **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.

17. **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.

18. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. 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.

19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

a) The accounting system must be able to specifically identify and provide audit trails that trace 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 that were approved in the grant application. If the Grantee's accounting system accumulates data in a different format than the one in the grant application, 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 name of the account(s) must include the grant award number.

e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets.

f) 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).

20. **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. In the event that the state 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 expended 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.

21. **Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

22. **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.

23. **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 venturers or partners of the Division.

24. 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 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 this 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, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department 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.

25. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.

26. Prohibition of Expenditures to a Library Association. Expenditure of project funds (grant funds and local match funds) must not be used for an activity related to a library association. This prohibition does not apply to expenditure of project funds related to a library cooperative that receives state moneys under sections 257.40-257.42, Florida Statutes. 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.

27. Total Compensation Paid to Non-Profit Personnel. Per Section 216.1366, Florida Statutes, all non-profit organizations as defined in Section 215.97(2)(m), Florida Statutes, shall complete and return to the division within 30 days of the execution of this grant agreement the "Total Compensation Paid to Non-Profit Personnel Using State Funds" report, incorporated by reference, which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

a) Allocated to be used during the full term of the agreement for remuneration to any member of the board of directors or an officer of the contractor.

b) 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.

Non-Profit organization grantees shall complete a Total Compensation Paid to Non-Profit report for each required filer for the invoice period covered by the Payment Request.

The grantee shall also post their reports on their website, and the public agency shall make the reports available to the public on the internet.

28. **No Discrimination.** The Grantee 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, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

29. **Breach of Agreement.** The Division shall demand the return of grant funds already received, shall withhold subsequent payments and/or shall 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.

30. **Termination of Agreement.** 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 shall 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 shall 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.

31. **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.

32. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which 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 succeeding governmental agency as if it was the original party to this Agreement.

33. **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 in accordance with Section 287.057, *Florida Statutes*.

a) Procurement of Goods and Services Not Exceeding $35,000. The Grantee must use the applicable procurement method described below:

1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 do not require competition and may be conducted at the Grantee's discretion.

2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

b) Procurement of Goods and Services Exceeding $35,000. Goods and services costing over $35,000 must follow all formal procurement processes as outlined in Section 287.057, *Florida Statutes*.

34. **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.

35. **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 Library and Information Services.

36. **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 (8 USC 1324(a) (as of January 2023)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

37. **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.

38. **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 (ada.gov (as of January 2024)), incorporated by reference).

39. **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.

40. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

a) This Agreement
b) Florida Single Audit Act Requirements (Attachment A)
c) Fiscal Year 2025-26 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:	**Department of State**
By: _____	By: _____
Chair of Governing Body or Chief Executive Officer	
	Amy L. Johnson, Director Division of Library and Information Services Department of State, State of Florida
Eric Hinson, Chair	
Typed name and title	
_____	_____
Date	Date
_____	_____
Clerk or Chief Financial Officer	Witness
_____	_____
Date	Date

ATTACHMENT A

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* 2 §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 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 the 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 by 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 requirement 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).

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 indicates 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. 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, *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:
   A. The Department of State via the DOS Grants System at https:///dosgrants.com

   B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

      The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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:

   A. The Department of State via the DOS Grants System at https:///dosgrants.com

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

3. Any reports, management letter, 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 IV: Record Retention

1. 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 RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;
CSFA Number. 45.030
Award Amount: See Attachment B.

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 B
Fiscal Year 2024-25 State Aid to Libraries Final Grants

Florida Administrative Code

1B-2.011 Library Grant Programs.

(1) This rule provides procedures for library grant programs administered by the Division of Library and Information Services (Division). Each program shall be governed by guidelines which contain information on eligibility requirements, application review procedures, evaluation and funding criteria, grant administration procedures, if applicable, and application forms. All grant awards shall be subject to final approval by the Secretary of State.

(2) Applicants for grants shall meet the eligibility and application requirements as set forth in the following guidelines for each grant program:

(a) State Aid to Libraries Grant Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx, effective xx-xxxx, which contain guidelines and instructions; Certification of Credentials – Single Library Administrative Head (Form DLIS/SA01), effective xx-xxxx; Grant Agreement (Form DLIS/SA02), effective xx-xxxx; Annual Statistical Report Form for Public Libraries (Form DLIS/SA03), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx, xx-xxxx; Certification of Hours, Free Library Service and Access to Materials (Form DLIS/SA04), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx, effective xx-xxxx.

(b) Public Library Construction Grants Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx, effective xx-xxxx, which contains guidelines and instructions; and Public Library Construction Grant Agreement (Form DLIS/PLC01), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx, effective xx-xxxx.

(c) Library Cooperative Grant Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx, effective xx-xxxx, which contains guidelines and instructions; Annual Statistical Report Form for Multitype Library Cooperatives (Form DLIS/LCC01), effective xx-xxxx; Grant Agreement (Form DLIS/LCC02), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx, effective xx-xxxx; and the Florida Library Information Network Manual http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx, effective xx-xxxx.

(d) The Library Services and Technology Act Grant Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx, effective xx-xxxx, which contains guidelines and instructions, Library Services and Technology Act Grant Agreement (Form DLIS/LSTA01) http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx, effective xx-xxxx, MLS Certification (Form DLIS/LSTA02), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx, effective xx-xxxx, and Certification Regarding Trafficking in Persons (Form DLIS/LSTA03).

(e) The Community Libraries in Caring Program Application, http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx, effective 04-10-12; which contains instructions and application (Form DLIS/CLIC01), effective 04-10-12; Annual Report (Form DLIS/CLIC02), effective 04-10-12; and Grant Agreement (Form DLIS/CLIC03), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx, effective 04-10-12.

(3) Guidelines and forms in this rule are incorporated by reference and may be obtained from the Director of the Division, Florida Department of State, Division of Library and Information Services, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.

(4) The Division of Library and Information Services will waive the financial matching requirements on grants for rural communities that have been designated in accordance with Sections 288.0656 and 288.06561, F.S. Eligible communities applying for Library Services and Technology Act grants and Library Construction grants must request waiver of matching requirements at the time of grant application.

Rulemaking Authority 257.14, 257.191, 257.192, 257.24, 257.41(2) FS. Law Implemented 257.12, 257.15, 257.16, 257.17, 257.171, 257.172, 257.18, 257.191, 257.192, 257.195, 257.21, 257.22, 257.23, 257.24, 257.25, 257.40, 257.41, 257.42 FS. History–New 1-25-93, Amended 7-17-96, 4-1-98, 2-14-99, 4-4-00, 12-18-00, 11-20-01, 3-20-02, 1-9-03, 12-28-03, 11-16-04, 2-21-06, 2-21-07, 1-24-08, 4-1-10, 4-21-10, 4-10-12, 12-25-13, 7-8-14, 4-7-15, 7-12-16, 7-6-17, 4-30-18, 11-19-18, 7-1-19, 3-17-20, 2-27-22, 5-4-23, 12-22-24.

Board of County Commissioners
Agenda Request

Date of Meeting: September 2, 2025

Date Submitted: August 25, 2025

To: Honorable Chairperson and Members of the Board

From: Reginald James, Interim County Administrator
Louis Baptiste, Interim County Attorney

Subject: Approval Funding Re-Allocation to Support Gadsden County Senior Services

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Statement of Issue:

This agenda item seeks Board approval for funding allocations to support Gadsden County Senior Services organizations.

Background:

Gadsden County Senior Services provides essential programs and resources to support the well-being of seniors in the community. Funding will assist in sustaining and enhancing services at the designated locations, ensuring continued access to critical programs, activities and support systems for senior residents.

Analysis:

The total approved funding allocation for all Gadsden County Senior Services programs was $60,000, with $15,000 for each designated location. It is noted that services at currently not being provided at Greensboro and Midway locations. Approval of this request will enhance senior services in the respective communities.

Fiscal Impact:

There is no fiscal impact.

Options:

1. Approve the funding reallocation request.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation

Option 1.

Attachment:

Budget Amendment #25-__

BA# Pending

Gadsden County BOCC Budget Amendment Form

Date: 8/25/2025
Fiscal Year: 2024-2025
Department: Fund 001
Agenda Item: N/A

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
						-
						-
						-
#1 Subtotal				-	-	-

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
001	0093	58164	Midway Senior Citizens	15,000.00	(15,000.00)	-
001	0093	58165	Greensboro Senior Citizens	15,000.00	(15,000.00)	-
001	0093	58161	Gretna Senior Citizens	15,000.00	15,000.00	30,000.00
001	0093	58166	Gadsden Wellness Center	15,000.00	15,000.00	30,000.00
						-
						-
#2 Subtotal				60,000.00	-	60,000.00

To re-allocate availabe funding to the Gadsden County Senior Citizen organizations for FY 2024-25.

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

SELECTION CRITERIA: expledgr.key_orgn='0093'
ACCOUNTING PERIOD: 11/25

SORTED BY: FUND,FUNCTION,ACTIVITY,DEPT TOTAL,1ST SUBTOTAL,ACCOUNT
TOTALED ON: FUND,FUNCTION,ACTIVITY,DEPT TOTAL,1ST SUBTOTAL
PAGE BREAKS ON: FUND

FUND-001 GENERAL FUND — 1ST SUBTOTAL-53000 OPERATING EXPENSES
FUNCTION-560 HUMAN SERVICES
ACTIVITY-564 PUBLIC ASSISTANCE
DEPT TOTAL-0093 GADS CO SENIOR CITIZENS

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
54500	INSURANCE	.00	.00	.00	19,272.16	-19,272.16	.00
	TOTAL OPERATING EXPENSES	.00	.00	.00	19,272.16	-19,272.16	.00
1ST SUBTOTAL-58000 GRANTS AND AIDS							
58161	GRETNA SENIOR CITIZENS	15,000.00	.00	.00	15,000.00	.00	100.00
58164	MIDWAY SENIOR CITIZENS	15,000.00	.00	.00	.00	15,000.00	.00
58165	GREENSBORO SR CITIZENS	15,000.00	.00	.00	.00	15,000.00	.00
58166	GADSDEN WELLNESS CENTER	15,000.00	.00	.00	15,000.00	.00	100.00
	TOTAL GRANTS AND AIDS	60,000.00	.00	.00	30,000.00	30,000.00	50.00
	TOTAL GADS CO SENIOR CITIZENS	60,000.00	.00	.00	49,272.16	10,727.84	82.12
	TOTAL PUBLIC ASSISTANCE	60,000.00	.00	.00	49,272.16	10,727.84	82.12
	TOTAL HUMAN SERVICES	60,000.00	.00	.00	49,272.16	10,727.84	82.12
	TOTAL GENERAL FUND	60,000.00	.00	.00	49,272.16	10,727.84	82.12
TOTAL REPORT		60,000.00	.00	.00	49,272.16	10,727.84	82.12

RESOLUTION NO. 2025 - 046

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 Budget Amendment #2025-083 attached hereto.

Adopted this 2nd day of September, 2025.

Board of County Commissioners
Gadsden County, Florida

_____
Chairperson

Attest: Nicholas Thomas, Clerk

By:_____

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: August 27, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Rose Raynak, Director of Finance

Subject: Authorize the Clerk of Court's Finance Director to Process and Disburse Payments for Task Force Members

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Statement of Issue:

This agenda item seeks Board approval to authorize the Clerk of Court's Finance Director to process and disburse payments for Task Force Members.

Background:

On [insert date], the Board of County Commissioners approved the allocation of $34,000 to fund the Gadsden County Task Force. The Task Force is comprised of both employees of the Gadsden County Sheriff's Office and three external members who the Sheriff's Office does not employ.

Analysis:

In order to ensure proper administration and compensation of all Task Force members, authorization is required for the Finance Director at the Clerk of Court's Office to process payments to the three non-Sheriff's Office members. This action will enable the equitable distribution of the approved funds and continued support for the Task Force's operations.

Fiscal Impact:

Funding in the amount of $34,000 has already been approved by the Board for the Task Force. No additional funding is being requested at this time.

Options:

1. Approval to authorize the Clerk of Court's Finance Director to process and disburse payments for Task Force Members
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachments:

Invoices

Gadsden County Sheriff's Office

Gadsden Countywide Anti-Violence Initiative – Invoice for Payment

Employer	Employee Name/Agency	Location / Event	Day, Date & Time	Total Hours	Hourly Rate	Total	
BOCC	ReSean Cruz Midway PD Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Friday, 6/6/2025 9AM to 5PM	8HRS	$37.50	$ 300.00	PAID
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Saturday, __/__/____ ____to____		$37.50	$	
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Sunday __/__/____ ____to____		$37.50	$	
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Monday 6/9/2025 4PM to 8PM	4HRS	$37.50	$ 150.00	PAID
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Tuesday __/__/____ ____to____		$37.50	$	
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Wednesday 6/11/2025 7A to 3P	8 HRS	$37.50	$ 300.00	
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Thursday __/__/____ ____to____		$37.50	$	
Payment for hours worked while assigned to the Gadsden Countywide Anti-violence Initiative should be paid directly to the Law Enforcement Officer who performed the services. Please do not remit payment to the Gadsden County Sheriff's Office.				Total = 20 Hours $ 750.00			

ReSean Cruz
Midway PD

Cpl. BCM

Gadsden County Sheriff's Office

Gadsden Countywide Anti-Violence Initiative – Invoice for Payment

Employer	Employee Name/Agency	Location / Event	Day, Date & Time	Total Hours	Hourly Rate	Total
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Friday, __/__/____ ____to ____		$37.50	$
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Saturday, __/__/____ ____to ____		$37.50	$
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Sunday __/__/____ ____to ____		$37.50	$
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Monday __/__/____ ____to ____		$37.50	$
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Tuesday __/__/____ ____to ____		$37.50	$
BOCC	Seth Alday Chattahoochee Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Wednesday 06/18/2025 9a to 5p	8	$37.50	$ 300
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Thursday __/__/____ ____to ____		$37.50	$
Payment for hours worked while assigned to the Gadsden Countywide Anti-violence Initiative should be paid directly to the Law Enforcement Officer who performed the services. Please do not remit payment to the Gadsden County Sheriff's Office.				Total = $		300.

Seth Alday
Chattahoochee PD

Gadsden County Sheriff's Office

Gadsden Countywide Anti-Violence Initiative – Invoice for Payment

Employer	Employee Name/Agency	Location / Event	Day, Date & Time	Total Hours	Hourly Rate	Total	
BOCC	Seth Alday Chattahoochee Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Friday, 6 / 6 / 2025 9a to 5p	8	$37.50	$ 300	PAID
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Saturday, __/__/____ ____to____		$37.50	$	
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Sunday __/__/____ ____to____		$37.50	$	
BOCC	Seth Alday Chattahoochee Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Monday 6 / 9 / 2025 2p to 10p	8	$37.50	$ 300	PAID
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Tuesday __/__/____ ____to____		$37.50	$	
BOCC	Seth Alday Chattahoochee Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Wednesday 06/11/2025 7a to 3p	8	$37.50	$ 300	
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Thursday __/__/____ ____to____		$37.50	$	
Payment for hours worked while assigned to the Gadsden Countywide Anti-violence Initiative should be paid directly to the Law Enforcement Officer who performed the services. Please **do not** remit payment to the Gadsden County Sheriff's Office.				Total = $		900.00	

Seth Alday
Chattahoochee PD

Gadsden County Sheriff's Office

Gadsden Countywide Anti-Violence Initiative – Invoice for Payment

Employer	Employee Name/Agency	Location / Event	Day, Date & Time	Total Hours	Hourly Rate	Total
BOCC	Seth Alday Chattahoochee Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Friday, 06/20/2025 9a to 6p	9	$37.50	$ 337.50
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Saturday, ___/___/_____ _____to _____		$37.50	$
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Sunday ___/___/_____ _____to _____		$37.50	$
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Monday ___/___/_____ _____to _____		$37.50	$
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Tuesday ___/___/_____ _____to _____		$37.50	$
BOCC	Seth Alday Chattahoochee Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Wednesday 06/25/2025 6p to 10p	4	$37.50	$ 150
BOCC	Seth Alday Chattahoochee Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Thursday 6/26/2025 2p to 10p	8	$37.50	$ 300
Payment for hours worked while assigned to the Gadsden Countywide Anti-violence Initiative should be paid directly to the Law Enforcement Officer who performed the services. Please **do not** remit payment to the Gadsden County Sheriff's Office.				Total = $ 787.50		

Seth Alday
Chattahoochee PD

1

Edgard Pierre
Midway PD

Gadsden County Sheriff's Office

Gadsden Countywide Anti-Violence Initiative – Invoice for Payment

Employer	Employee Name/Agency	Location / Event	Day, Date & Time	Total Hours	Hourly Rate	Total	
BOCC	Edgard Pierre Midway PD Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Friday, 06/06/2025 9Am to 5pm	8H	$37.50	$ 300	PAID
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Saturday, ___/___/____ ____to____		$37.50	$	
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Sunday ___/___/____ ____to____		$37.50	$	
BOCC	Edgard Pierre Midway PD Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Monday 06/09/2025 2pm to 10pm	8H	$37.50	$ 300	PAID
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Tuesday ___/___/____ ____to____		$37.50	$	
BOCC	Edgard Pierre Midway PD Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Wednesday 06/11/2025 7A to 3P	8H	$37.50	$ 300	
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Thursday ___/___/____ ____to____		$37.50	$	
Payment for hours worked while assigned to the Gadsden Countywide Anti-violence Initiative should be paid directly to the Law Enforcement Officer who performed the services. Please **do not** remit payment to the Gadsden County Sheriff's Office.				Total = $ ~~300~~ 900.00			

Edgard Pierre
Midway PD

Edgard Pierre
Midway PD

Gadsden County Sheriff's Office

Gadsden Countywide Anti-Violence Initiative – Invoice for Payment

Employer	Employee Name/Agency	Location / Event	Day, Date & Time	Total Hours	Hourly Rate	Total
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Friday, __/__/____ ____to ____		$37.50	$
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Saturday, __/__/____ ____to ____		$37.50	$
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Sunday __/__/____ ____to ____		$37.50	$
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Monday __/__/____ ____to ____		$37.50	$
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Tuesday __/__/____ ____to ____		$37.50	$
BOCC	Edgard Pierre Midway PD Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Wednesday 06/18/2025 09AM to 5PM	8	$37.50	$ 300
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Thursday __/__/____ ____to ____		$37.50	$
Payment for hours worked while assigned to the Gadsden Countywide Anti-violence Initiative should be paid directly to the Law Enforcement Officer who performed the services. Please **do not** remit payment to the Gadsden County Sheriff's Office.				Total = $ 300.00		

Edgard Pierre
Midway PD

Cd. B. Cell

Edgard Pierre
Midway PD

Gadsden County Sheriff's Office

Gadsden Countywide Anti-Violence Initiative – Invoice for Payment

Employer	Employee Name/Agency	Location / Event	Day, Date & Time	Total Hours	Hourly Rate	Total
BOCC	Edgard Pierre Midway PD Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Friday, 06/20/2025 9AM to 5PM	8H	$37.50	$ 300
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Saturday, __/__/____ ____to____		$37.50	$
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Sunday __/__/____ ____to____		$37.50	$
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Monday __/__/____ ____to____		$37.50	$
BOCC	Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Tuesday __/__/____ ____to____		$37.50	$
BOCC	Edgard Pierre Midway PD Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Wednesday 06/25/2025 6PM to 10PM	4H	$37.50	$ 150
BOCC	Edgard Pierre Midway PD Law Enforcement Officer	Gadsden County, Florida GCAVI-Task Force	Thursday 06/26/2025 2PM to 10PM	8	$37.50	$ 300
Payment for hours worked while assigned to the Gadsden Countywide Anti-violence Initiative should be paid directly to the Law Enforcement Officer who performed the services. Please **do not** remit payment to the Gadsden County Sheriff's Office.				Total = $		750

Edgard Pierre
Midway PD

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 3, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Louis J. Baptiste, Interim County Attorney

Subject: Acceptance of $10,000 settlement offer for property damage incident dated October 14, 2023.

Statement of Issue:

On or about October 14, 2023, Gadsden County incurred damage to a bridge near Chattahoochee, Florida, allegedly caused by third parties Angela Thompson and Jeffery Jones. The County has expended approximately $26,000 in public funds to effectuate necessary repairs and restore the bridge to safe working condition.

Background/Analysis:

Following the incident, the County pursued recovery from the parties alleged to be responsible. The parties have offered a lump-sum settlement of $10,000, in exchange for a full release of liability, as outlined in the attached Property Damage Release agreement.

While this amount does not fully compensate the County for the full cost of repairs, legal counsel recommends acceptance of the offer based on the following considerations:

I. The claim is disputed, and liability is not admitted by the alleged responsible parties.
II. Recovery of the full $26,000 would require litigation, with no guarantee of prevailing and no assurance of actual collection, even in the event of a favorable judgment.
III. The County would incur additional legal fees and staff time to pursue the difference.
IV. The release allows the County to avoid litigation risk and recoup a portion of the loss without further cost or delay.

Fiscal Impact:

Partial reimbursement of $10,000 toward the $26,000 repair expenditure. No further expenditure is anticipated in connection with this matter if the release is approved.

Options:

1. Approve acceptance of the $10,000 settlement as presented in the attached release agreement and authorize the Chairperson to execute the release on behalf of the Board.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1

Attachments:

Claim No.: 2309108373

Property Damage Release

For the sole consideration of Ten Thousand Dollars ($10,000.00) the receipt and sufficiency thereof is hereby acknowledged, the undersigned, Gadsden County Board of County Commissioners hereby releases and forever discharges Angela Thompson/Jeffery Jones, his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in anyway growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the occurrence which occurred on or about 10/14/2023 at or near Chattahoochee, FL.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the payment made is not to be construed as an admission of liability on the part of the parties hereby released and that said releases deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

The undersigned has read the forgoing release and fully understands it.

Signed, sealed and delivered this _____ day of _____, 20___.

CAUTION: READ BEFORE SIGNING BELOW

_____ _____

Releasing Party Signature Date

STATE OF _____ COUNTY OF_____

On the _____ day of _____, 20____, before me personally appeared_____, to me known to be the person(s) named herein and who executed the foregoing Release and acknowledged to me that he/she voluntarily executed the same.

_____

NOTARY PUBLIC My term expires _____20___.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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

August 7, 2025

Via Email Only: claims@embarkgeneral.com

To: Adaneli Vazquez

Property Damage Adjuster

Embark General Insurance

Phone: 470-386-9339

RE: Subrogation Demand – Property Damage Claim No. 2309108373

Date of Loss: October 14, 2023

Insured: Jeffrey Bernard Jones

Claimant: Gadsden County Board of County Commissioners

Dear Ms. Vazquez,

We represent Gadsden County in connection with damages caused to the County infrastructure on October 14, 2023, as a result of a motor vehicle crash involving your insured, Mr. Jeffrey Bernard Jones.

According to the *Florida Traffic Crash Report* prepared by the Chattahoochee Police Department, Mr. Jones was traveling southbound on Lincoln Drive in Chattahoochee, Florida, when he lost control of his vehicle, mounted the curb, and collided with the concrete bridge rail and barrier wall on the opposite side of the roadway . The impact resulted in substantial structural damage to the handrail, barrier wall, and underside of the bridge deck .

Following the incident, a structural assessment and repair quote was prepared by D3 Regional Structures Manager Shane Maneth. The estimated cost of repairs—including removal of damaged concrete, replacement of rebar and rail, and restoration of the impacted bridge deck—is **$26,750.00**. The estimate includes maintenance of traffic control necessary for completion of repairs .

As requested by your office in previous correspondence, please find the following enclosed:

1. **Updated Demand Letter** (this correspondence)
2. **Repair Estimate** from D3 Regional Structures
3. **Florida Traffic Crash Report** identifying your insured as at fault
4. **Confirmation of Gadsden County's intent to proceed with repairs**

Your prior communications indicated a $10,000 property damage policy limit applicable to this loss . Upon receipt of your formal offer and release documents, we will coordinate remittance and provide any remaining supporting documentation necessary to resolve the matter amicably.

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

Please remit payment payable to:

Gadsden County Board of County Commissioners
Attn: Office of Management & Budget
5-B East Jefferson Street, Room 204
Quincy, FL 32351

If you require any additional documentation, please do not hesitate to contact me directly.

Sincerely,

Louis J. Baptiste
Attorney for Gadsden County
Webster & Baptiste, Attorneys at Law
Phone: 850.815.2624
Email: lb@websterandbaptiste.com

FLORIDA TRAFFIC CRASH REPORT

LONG FORM [X] SHORT FORM [ ] UPDATE [ ]

HIGHWAY SAFETY & MOTOR VEHICLES
TRAFFIC CRASH RECORDS
NEIL KIRKMAN BUILDING, TALLAHASSEE, FL 32399-0537

Crash Date	Time of Crash	Date of Report	Reporting Agency	Reporting Agency Case Number	HSMV Crash Report Number
10/14/2023	11:40 PM	10/15/2023	CHATTAHOOCHEE POLICE DEPARTMENT	CPD23OFF00515	82503354-01

CRASH IDENTIFIERS

County Code	City Code	County of Crash	Place of City of Crash	Within City Limits	Reported Date/Time	Dispatched Date/Time
21	30	GADSDEN	CHATTAHOOCHEE	YES	10/15/2023 12:38 PM	10/15/2023 12:50 PM

On Scene Date/Time	Cleared Scene Date/Time	Investigation Completed	Reason (If Investigation Not Complete)	Notified By
10/15/2023 12:58 PM	10/15/2023 2:40 PM	YES		LAW ENFORCEMENT AGENCY

ROADWAY INFORMATION

Crash Occurred on Street, Road, Highway	At Street Address #	At Latitude	And Longitude
LINCOLN DR		N 30 39 57.10	W 84 46 55.96

At Feet	Or Miles	Direction	From Intersection With Street, Road, Highway	Or From Milepost Number
0		S	LICOLN DR/ZION ST	

Road System Identifier	Type of Shoulder	Type of Intersection
COUNTY	PAVED	NOT AT INTERSECTION

CRASH INFORMATION

[X] Photos Taken

Light Condition	Weather Condition	Roadway Surface Condition	School Bus Related	Manner of Collision
DARK-LIGHTED	CLEAR	DRY	NO	OTHER, EXPLAIN IN NARRATIVE

First Harmful Event Type	First Harmful Event Detail	First Harmful Event Location	Within Interchange	First Harmful Event's Relation to Junction
COLLISION WITH FIXED OBJECT	BRIDGE RAIL	SHOULDER	NO	OTHER, EXPLAIN IN NARRATIVE

Contributing Circumstances: Road	Contributing Circumstances: Road	Contributing Circumstances: Road
NONE		

Contributing Circumstances: Environment	Contributing Circumstances: Environment	Contributing Circumstances: Environment
NONE		

Work Zone Related	Crash In Work Zone	Type of Work Zone	Workers in Work Zone	Law Enforcement in Work Zone
NO				

VEHICLE

[ ] Commercial Motor Vehicle

Vehicle	Motor Vehicle Type	Hit & Run (By this vehicle)	License Number	State	Reg. Expires	Permanent Reg.	VIN
V01	MOTOR VEHICLE W TRAHSPORT	NO	BQV3K	FL	11/1/2024	NO	ZAM57RTA8F1144369

Year	Make	Model	Style	Color	Extent of Damage	Est. Damage	Towed Due to Damage	Vehicle Removed By	Rotation
2015	MASE	sedan	4D	BLK	DISABLING	1	YES	AFFORDABLE TOWING	ROTATION

Insurance Company	Insurance Policy Number
INCLINE CASUALTY COMPANY	IFL0030869

Name of Vehicle Owner	Business	Current Address	City	State	Zip Code	Phone Number(s)
JEFFERY BERNARD JONES	[ ]	5619 ASHMONT CT APT C	TAMPA	FL	33617-8961	8138221722

Trailer One	License Number	State	Reg. Expires	Permanent Reg.	VIN	Year	Make	Length	Axles
				NO					

Trailer Two	License Number	State	Reg. Expires	Permanent Reg.	VIN	Year	Make	Length	Axles
				NO					

Vehicle Traveling	Direction	On Street, Road, Highway	At Est. Speed	Posted Speed	Total Lanes
	SOUTH	TWO LANE HIGHWAY,	65	35	2

CMV Configuration	Cargo Body Type

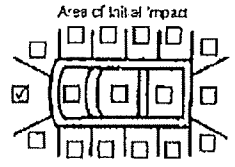
Comm GVWR/GCWR	Trailer Type (Trailer One)	Trailer Type (Trailer Two)

Haz. Mat. Release	Haz Mat Placard	Haz. Mat. Number	Haz. Mat. Class

Motor Carrier Name	US DOT Number

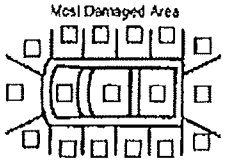
Motor Carrier Address	Address Other	City	State	Zip Code	Phone Number

Area of Initial Impact



[ ] Undercarriage
[ ] Overturn
[X] Windshield
[ ] Trailer

Most Damaged Area



Comm/Non-Commercial	Vehicle Body Type	Vehicle Defects (one)	Vehicle Defects (two)	Emergency Vehicle Use	Special Function of MV
	PASSENGER CAR	NONE		NO	NO SPECIAL FUNCTION

Vehicle Maneuver Action	Trafficway	Roadway Grade	Roadway Alignment	Most Harmful Event	Most Harmful Event Detail
STRAIGHT AHEAD	TWO-WAY, NOT DIVIDED	LEVEL	STRAIGHT	COLLISION WITH FIXED OBJECT	BRIDGE RAIL

Traffic Control Device for this Vehicle	First (1) Sequence of Events	Second (2) Sequence of Events	Third (3) Sequence of Events	Fourth (4) Sequence of Events
NO CONTROLS	COLLISION WITH FIXED OBJECT CURB	COLLISION WITH FIXED OBJECT BRIDGE RAIL		

PERSON RECORD

0	Person Type	Vehicle #	Name	Injury Severity	Ejection	Driver ReExam
1	DRIVER	V01	JEFFERY BERNARD JONES	NON-INCAPACITATING	NOT EJECTED	YES

Date of Birth	Sex	Condition at Time of Crash	Address	Phone Number
11/01/1959	M	APPARENTLY NORMAL	5619 ASHMONT CT APT C, TAMPA FL 33617	

Driver License Number	State	Expires	Type	Required Endorsements
J520422594010	FL	11/01/2003	CLASS E / OPERATOR	

Restraint Systems	Air Bag Deployed	Helmet Use	Eye Protection
SHOULDER AND LAP BELT USED	DEPLOYED - COMBINATION		

Motor Vehicle Seating Position: Row	Motor Vehicle Seating Position: Seat	Motor Vehicle Seating Position: Other
FRONT	LEFT	

Driver Distracted By	Driver Vision Obstructions
NOT DISTRACTED	VISION NOT OBSCURED

Driver Actions at Time of Crash 1 (based on judgement of investigation officer)	Driver Actions at Time of Crash 2 (based on judgement of investigation officer)
EXCEEDED POSTED SPEED LIMIT	FAILED TO KEEP IN PROPER LANE

Driver Actions at Time of Crash 3 (based on judgement of investigation officer)	Driver Actions at Time of Crash 4 (based on judgement of investigation officer)

Suspected Alcohol Use	Alcohol Tested	Alcohol Test Type	Alcohol Test Result	BAC	Suspected Drug Use	Drug Tested	Drug Test Type	Drug Test Result
NO	TEST NOT GIVEN				NO	TEST NOT GIVEN		

Source of Transport to Medical Facility	EMS Agency Name or ID	EMS Run Number	Medical Facility Transported To
EMS	GADSDEN COUNTY EMS	201	TMH

AGENCY COPY

Crash Date	Time of Crash	Date of Report	Reporting Agency	Reporting Agency Case Number	HSMV Crash Report Number
10/14/2023	11:40 PM	10/15/2023	CHATTAHOOCHEE POLICE DEPARTMENT	CPD23OFF0095E	82502353-01

NON VEHICLE PROPERTY DAMAGE

Property Damage (Other than Vehicle)	Est Damage	Business	Person#	Property Owner
BRIDGE GUARD	10,000	NO	1	Jaffery Bernard Jones (5619 Ashmont Ct Apt C, Tampa, Fl 33617)

NARRATIVE

ID Number	Rank	Name	Troop / Post	Officer Agency	Phone Number
257	OFC	JOHNSON, JOSHUA		CHATTAHOOCHEE POLICE DEPARTMENT	850-663-1383

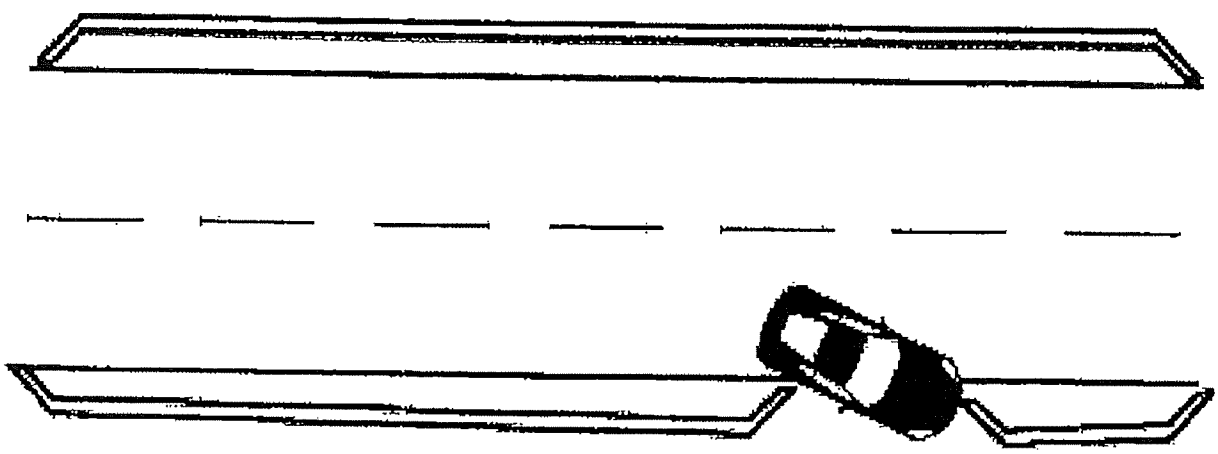
Vehicle 1 : Driving South bound down Lincoln Dr.
Vehicle 1 : makes contact with curb on opposite side of roadway.
Vehicle 1 : overcorrect's and accelerates into bridge guard on opposite side of road. causing front end damage and damaging the bridge guard.
Vehicle 1 : comes to final rest in south bound lane.
Vehicle was towed by the rotation wrecker on duty (affordable Towing).

REPORTING OFFICER

ID Number	Rank	Name	Troop / Post	Officer Agency	Phone Number
257	OFC	JOHNSON, JOSHUA		CHATTAHOOCHEE POLICE DEPARTMENT	850-663-1383

Crash Date	Time of Crash	Date of Report	Reporting Agency	Reporting Agency Case Number	HSMV Crash Report Number
10/14/2023	11:40 PM	10/15/2023	CHATTAHOOCHEE POLICE DEPARTMENT	CPD23OFF000515	02502354-01

DIAGRAM OF CRASH



Not To Scale



EXPENDITURE LEDGERS

ENCUMBRANCE, LIQUIDATION AND EXPENDITURES

VENDOR NAME: **WEBBER INFRASTRUCTURE MANAGEMENT, INC.** BOCC Form

CHECK NUMBER: VENDOR NUMBER:

BATCH NUMBER: TRANSACTION DATE: **8/12/2025**

FUND			DEPT.				OBJECT					INVOICE DATE	INVOICE NO.	EXPENDITURE
1	1	2	0	1	2	6	5	5	3	0	0	04/29/25	4700113873	$26,750.00
														$26,750.00

I certify that the information on the invoices attached is correct and that the invoices listed are in order for payment.

Requisition No.

Department Director Signature:

Assistant County Admin. Signature:

webber
Infra

Webber Infrastructure Management, Inc.
10415 Morado Circle, Bld 2, Ste 200
78759-Austin
V.A.T. 54-1769861

Tel: (713)964-2800
Fax:
E-Mail:

Invoice number:
4700113873

BILLING DATE: 04/29/2025 Operation date: 04/29/2025

S/REF 200.058
N/REF S56XXX00066
ISSUE.

GADSDEN COUNTY BOARD OF COUNTY
10 East Jefferson Street, Ste B
32351 Quincy
USA
V.A.T. 59-6000616

INVOICE FOR Lincoln Bridge Repair
200.058

Concept	Quantity	Unit price	Value	Tax%
Lincoln Drive Repair	1.000	26,750.00	26,750.00 USD	0.0%

RECEIVED
AUG 11 2025
PUBLIC WORKS

TOTAL 26,750.00 USD

Customer Original

Discount/Withholdings

Description	%	Value
Withholding b/TB		
Withholding b/TB		
Withholding a/TB		
Withholding a/TB		

Tax Base	%	
26,750.00 USD	0.0%	0.00 USD

SUMMARY

Net value	26,750.00 USD
Withholding b/TB	0.00 USD
Tax Base	26,750.00 USD
Tax Amount 0.0%	0.00 USD
Subtotal	26,750.00 USD
Discount/Withholing a/TB	0.00 USD
TOTAL INVOICE	26,750.00 USD

Payment terms: Pay immediately w/o deduction

Payment conditions ACH Transfer (outgoing payment

Recipient Bank:
IBAN:
Swift:

1/1

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 3, 2025

To: Honorable Chairperson and Members of the Board

From: **Reginald James, Interim County Administrator**
Curtis Young, Public Works Director

Subject: **Approval to Sell Surplus Vehicles at Auction**

Statement of Issue:

This item seeks Board approval to sell surplus vehicles, which have either been replaced or have been transferred to Public Works for disposal.

Background:

The Public Works Department replaces vehicles and equipment as they reach the end of their useful life cycle, whether due to excessive repair costs, high mileage, or age. In the past, Public Works has determined that the most cost-effective method of disposal was through public auction. This process also includes surplus vehicles from other departments.

Analysis:

By auctioning vehicles that have reached the end of their service life, the County avoids ongoing maintenance costs and generates revenue. Historically, auction proceeds are returned to the Transportation Fund, where they are used to help offset future vehicle and equipment replacement costs.

The following vehicles will be replaced and situated for elimination from the Public Works inventory:

2019 CHEVEROLET 4500 1HTKHPVK8KH298583

2019 CHEVEROLET 4500 1HTKHPVK6KH298534

Fiscal Impact:

The sale of surplus vehicles is expected to generate approximately $60,000, which will be applied toward the replacement costs of new vehicles.

Options:

1. Approve to sell the surplus Vehicles at Auction and Authorize the Chairman to sign all related documents

2. Do not approve to sell the surplus Vehicles at Auction

3. Board direction.

County Administrator's Recommendation

Option 1.

Attachment:

- Auction List

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

T# 1134464529
B# 699107

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1HTKHPVK8KH298583	2019	CHEV	AM	8180		137671073

Registered Owner:

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
PO BOX 1799
QUINCY, FL 32353-1799

Date of Issue 02/05/2020

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

Mail To:

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
PO BOX 1799
QUINCY, FL 32353-1799

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1HTKHPVK8KH298583	2019	CHEV	AM	8180		137671073

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
NEW	WHI				PRIVATE	

Odometer Status or Vessel Manufacturer or OH use	Engine Drive	Hull Material	Prop	Date of Issue
689 MILES 01/14/2020 ACTUAL				02/05/2020

Registered Owner
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
PO BOX 1799
QUINCY, FL 32353-1799

1st Lienholder
NONE

DIVISION OF MOTORIST SERVICES

Robert R. Kynoch
Director

TALLAHASSEE FLORIDA

Control Number 142551111

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Terry L. Rhodes
Executive Director

21 /1 142551111

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.
This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name:_____ Address:_____

Seller Must Enter Selling Price:_____ Seller Must Enter Date Sold:_____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads |_|_|_|_|_|_| X | (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must
Sign Here:_____
Print Here:_____

CO-SELLER Must
Sign Here:_____
Print Here:_____

Selling Dealer's License Number:_____ Tax No.:_____ Tax Collected:_____

Auction Name:_____ License Number:_____

PURCHASER Must
Sign Here:_____
Print Here:_____

CO-PURCHASER Must
Sign Here:_____
Print Here:_____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

HSMV 82250 (REV. 3/15) STATE OF FLORIDA 3 GB8RR5021

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

T# 1134467463
B# 699107

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1HTKHPVK6KH298534	2019	CHEV	AM	8231		137671281

Registered Owner:

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
PO BOX 1799
QUINCY, FL 32353-1799

Date of Issue 02/05/2020

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

Mail To:

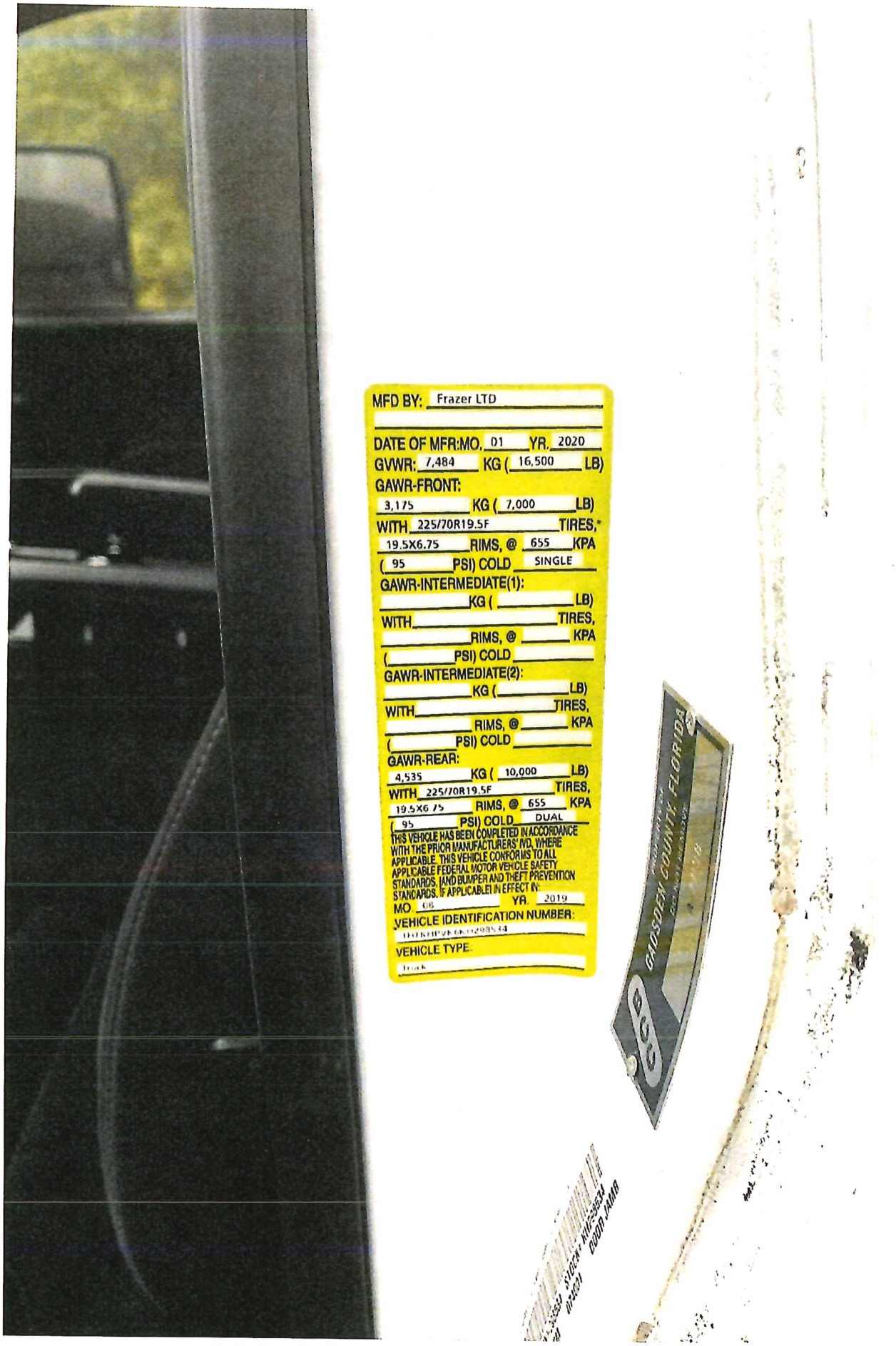
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
PO BOX 1799
QUINCY, FL 32353-1799

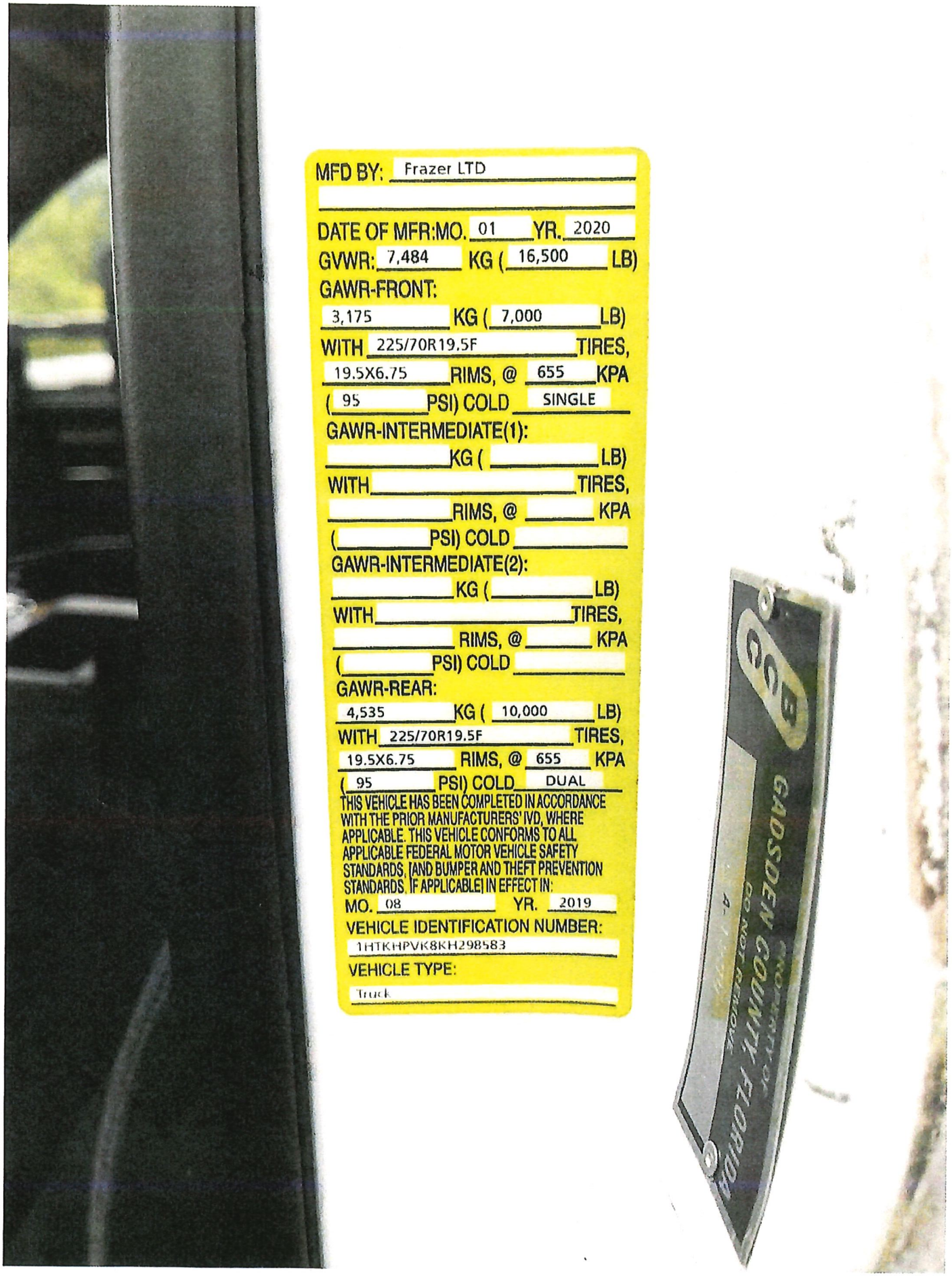
LIEN SATISFACTION

CERTIFICATE OF TITLE

VOID VOID VOID


AMBULANCE


MFD BY: Frazer LTD
DATE OF MFR:MO. 01 YR. 2020
GVWR: 7,484 KG (16,500 LB)
GAWR-FRONT:
3,175 KG (7,000 LB)
WITH 225/70R19.5F TIRES,*
19.5X6.75 RIMS, @ 655 KPA
(95 PSI) COLD SINGLE
GAWR-INTERMEDIATE(1):
KG (LB)
WITH TIRES,
RIMS, @ KPA
(PSI) COLD
GAWR-INTERMEDIATE(2):
KG (LB)
WITH TIRES,
RIMS, @ KPA
(PSI) COLD
GAWR-REAR:
4,535 KG (10,000 LB)
WITH 225/70R19.5F TIRES,
19.5X6.75 RIMS, @ 655 KPA
(95 PSI) COLD DUAL
THIS VEHICLE HAS BEEN COMPLETED IN ACCORDANCE WITH THE PRIOR MANUFACTURERS' IVD, WHERE APPLICABLE. THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS, AND BUMPER AND THEFT PREVENTION STANDARDS, IF APPLICABLE! IN EFFECT IN:
MO. 08 YR. 2019
VEHICLE IDENTIFICATION NUMBER:
VEHICLE TYPE
Truck
GADSDEN COUNTY FLORIDA
DOOR JAMB


MFD BY: Frazer LTD
DATE OF MFR:MO. 01 YR. 2020
GVWR: 7,484 KG (16,500 LB)
GAWR-FRONT:
3,175 KG (7,000 LB)
WITH 225/70R19.5F TIRES,
19.5X6.75 RIMS, @ 655 KPA
(95 PSI) COLD SINGLE
GAWR-INTERMEDIATE(1):
KG (LB)
WITH TIRES,
RIMS, @ KPA
(PSI) COLD
GAWR-INTERMEDIATE(2):
KG (LB)
WITH TIRES,
RIMS, @ KPA
(PSI) COLD
GAWR-REAR:
4,535 KG (10,000 LB)
WITH 225/70R19.5F TIRES,
19.5X6.75 RIMS, @ 655 KPA
(95 PSI) COLD DUAL
THIS VEHICLE HAS BEEN COMPLETED IN ACCORDANCE WITH THE PRIOR MANUFACTURERS' IVD, WHERE APPLICABLE. THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS, [AND BUMPER AND THEFT PREVENTION STANDARDS, IF APPLICABLE] IN EFFECT IN:
MO. 08 YR. 2019
VEHICLE IDENTIFICATION NUMBER:
1HTKHPVK8KH298583
VEHICLE TYPE:
Truck
GADSDEN COUNTY FLORIDA
DO NOT REMOVE

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 4, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Johnny Riley, Facilities Manager

Subject: Approval to Pay Johnson Controls for the Tamper Switch Proposal and Service Agreement

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Statement of Issue:

This agenda item is presented to the Board for approval to pay Johnson Controls for the installation of an OS&Y Tamper Supervisory switch on Fire line Backflow Preventer Outlet Valve

Background:

During the month of October 2024, the County Facilities department received multiple service calls regarding the jail's fire protection system, which had been experiencing significant issues. Johnson Controls determined that the problem was with the tamper switch.

The Tamper Switch is a device used primarily in fire protection systems to monitor the status of control valves. It signals a warning if a valve is partially or fully closed, ensuring that fire sprinklers remain operational in emergencies. Additionally, tamper switches can be integrated into security equipment to detect unauthorized tampering. They function similarly to supervisory switches, sending alerts when a control valve is closed.

Recognizing the gravity of the situation, Johnson Controls issued a Proposal and Service Agreement. The scope of work was a quote for material and labor to replace one (1) OS&Y Tamper supervisory switch on Fire line Backflow Preventer outlet valve. The tech was to remove the existing tamper switch and remove the fire alarm wiring, replace with new tamper switch, and reconnect fire alarm wiring. Once replaced, the tech was to ensure the system was in normal operating condition. The total cost for the repair was quoted at $918.00.

Consequently, the then County Administrator, Mr. Edward Dixon, signed the Proposal and Service Agreement for Johnson Controls to perform the work. However, according to finance, Mr. Dixon did not have authority to sign the agreement. Agreements and contracts must be sent to the Board for approval.

Analysis:

Should the Board approve this agenda item, staff will proceed with processing and submitting Johnson Controls Proposal# CPQ-741993, Invoice# 52665480, totaling $918.00, to the purchasing department for payment.

Staff respectfully seek the Board's approval to facilitate this payment, ensuring that all financial obligations are promptly met in accordance with County procedures. The installation of the tamper switch has been completed. Your approval will help confirm the installation of the tamper switch to maintain operational integrity and the safety of those at the facility.

Fiscal Impact:

The fiscal impact to the county is $918.00.

Options:

1. Approve to pay Johnson Controls Proposal# CPQ-741993, Invoice Number 52665480 in the amount of $918.00.
2. Do not approve.
3. Board direction.

Acting County Administrator's Recommendation:

Option 1.

Attachments:

1. Johnson Controls Proposal and Service Agreement, for tamper supervisory switch, unsigned.
2. Johnson Controls Proposal and Service Agreement, for tamper supervisory switch, signed by Mr. Edward Dixon.
3. Johnson Controls Invoice # 52665480

~Trayl~
Johnson Controls

D-U-N-S 09-4738007
FED. ID 58-2608861

District # 266
110 Hamilton Park Dr
TALLAHASSEE, FL 32304-0000
850-575-1744
Billing Questions, Contact =

Send To LOCAL

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	PO NUMBER
52665480	01-31-25	No PO

SERVICE REQUEST #	SERVICE REQ. CREATED	NATIONAL ACCOUNT NUMBER
58039494	10-22-24	

PAYMENT TERMS: Due upon receipt

Bill To: 266-16633432
Gadsden County Sheriff Dept
P O Box 1709
QUINCY FL 32353-0000

Ship To: 266-00170871
Gadsden County Sheriff Dept
339 E Jefferson St
QUINCY FL 32351-2531

Service Requested By: Clyde Collins

Requestors Phone Number:

Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.6%, which is not greater than our credit card processing fee. We do not surcharge debit cards. *Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado.

Fixed Price Service Request

Description of work
Approved Quote
Fitter arrived on site and continued to replace tamper on outlet valve of back flow. Wired up correctly and insured properly working. Job completed. System was normal upon departure.
Fixed price quote of $918.00 (Pre tax)
Service is complete
Thank you for your business!

Labor	$918.00
Material	
Other	$0.00
Invoice Amount	$918.00
Taxes	$0.00
Total Invoice Amount	$918.00
Payment Received	$0.00

Total Amount Due ▶ **$918.00**

Johnson Controls

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE
$918.00

BILL TO:
Gadsden County Sheriff Dept
266-16633432

SHIP TO:
Gadsden County Sheriff Dept
266-00170871

INVOICE NUMBER: 52665480
INVOICE DATE: 01-31-25
CUTOMER P.O.: No PO

To Pay by Electronic Funds Transfer (EFT):
Account Name: JOHNSON CONTROLS FIRE PROTECTION LP
Account Number: 0001195680
Account Type: Checking
Bank's Name: BNY Mellon, NA
Address: 500 Ross Street, Pittsburgh, PA 15262-0001
Transit Routing Number: 043000261

REMIT TO:
Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine IL 60055-0320

2000079180005266548O

-SL-Service-11967 266 52665480 16633432 01/31/25,CPHC,52665480,266 / / / NO PO

BOC


Johnson
Controls

Johnson Controls Fire Protection LP
110 Hamilton Park Drive Suite D
Tallahassee,FL,32304

www.johnsoncontrols.com

PROPOSAL AND SERVICE AGREEMENT

Date: 10-11-2024 SR#: Quote Ref: Gadsden Co Sheriffs Office BF Tamper Replacement - CPQ-741993	Customer #:2091835 Proposal #: CPQ-741993	Prepared By: Joseph Markham Employee Number: 175249 Phone #: Email: joseph.markham@jci.com
Purchaser Contact Information: Name:Ed Dixon	Phone:8505185449	Email:edixon@gadsdencountyfl.gov

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and or materials hereinafter described, subject to the terms and conditions of this Agreement.

Ship To Information	Bill To Information
Gadsden County Sheriff Dept , 339 E Jefferson St, , Quincy,FL, 32351-2531 .	Gadsden County Sheriff Dept , P O Box 1709, QUINCY,FL,32353-0000 .

Scope of Work:
Quote for material and labor to replace (1)- OS&Y Tamper supervisory switch on Fire line Backflow Preventer outlet valve. Tech to remove existing tamper switch and remove fire alarm wiring, replace with new tamper switch, and reconnect fire alarm wiring. Once replaced, tech to ensure system is at normal operating condition. Should additional material and/or labor be needed a separate quote will be issued.

Total net selling price, $918.00

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Prevailing Wage Required? No **Certified Payroll Required?** No **Customer/Site Tax Exempt?** No	Working Hours: Based on normal business hours Mon-Fri 7:30AM-4:00PM unless otherwise noted.
Payment Terms:Net 30	Total quote value:$918.00

☑ Fixed Price ☐ Labor and Material ☐ NTE

"This Proposal is valid for 30 days"

Name: _____ Title: _____ PO#: _____	Johnson Controls Fire Protection LP 110 Hamilton Park Drive Suite D Tallahassee ,FL 32304

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

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Johnson Controls Fire Protection LP
110 Hamilton Park Drive Suite D
Tallahassee,FL,32304

www.johnsoncontrols.com

Signature: _____	

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TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement.At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section3) unless either party gives written notice to the other party at least thirty(30) days prior to the end of the then-current term (each a ("RenewalTerm").

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually inadvance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend,discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5)percent per month or the maximum rate permitted under applicable law,until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims,expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company'sreasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Tern. Unless Customer terminates the Agreement at least thirty(30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g.,steel, aluminum) inability to secure Products, changes or increases in law,labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically statedin this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company here under are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert.It is impractical and extremely difficult to fix the actual damages,if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipmentor service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure ofthe equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected,Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shallbe limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be

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complete and exclusive.IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY,OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), ASHEREIN AFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law,in no event shall Company and its affiliates andtheir respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory ofliability, even if advised of the possibility of such damages, for any(a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Antiterrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses,including business interruption losses, sustained by either party or the irrespective employees, resulting from an activity resulting from an "Act ofTerrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployedin defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless anddefend Company against any and all losses, damages, costs,including expert fees and costs, and expenses including reasonabledefense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relatingin any way to this Agreement, including but not limited to theServices under this Agreement, whether such claims are based uponcontract, warranty, tort (including but not limited to active or passivenegligence), strict liability or otherwise. Company reserves the rightto select counsel to represent it in any such action. Customer'sresponsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section18 of this Agreement.

8. General Provisions. Customer has selected the service level desiredafter considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00p.m.,Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specifiedin this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g.working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)").UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHAT SO EVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILUREAL SO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOESNOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repaircharges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined,Company shall be relieved from any and all liability arising there from.Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate watersupply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access,security and other aspects of its computer network ("Network") and shallsupply Company secure Network access for providing its services.Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible totake appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively"Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair,replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by

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Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports,and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the properoperation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsiblefor any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable,Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are onlyadvisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at thetime of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company infull for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is requiredfor the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

• Space in which work must be performed that, because of its construction, location, contents or work activity therein,accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,

• "permit confined space," as defined by OSHA for work Company performs in the United States;

• risk of infectious disease;

• need for air monitoring, respiratory protection, or other medical risk;or

• asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are herein after referred to as "Hazardous Conditions."Company shall have the right to rely on the representations listed above.If Hazardous Conditions are encountered by Company during the courseof Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist untilthe area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials,encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order,solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order14042 ("Ensuring Adequate COVID Safety Protocols for FederalContractors") and Federal Acquisition Regulation (FAR) 52.223-99("Ensuring Adequate COVID Safety Protocols for FederalContractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting,reconnecting, or adding a device to the system. Customer understandsand agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet,Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receivemonitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS

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AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B. Connected Fire Sprinkler Services; Connected Fire AlarmServices. Connected Fire Sprinkler Services and Connected Fire AlarmServices each means a data-analytics and software platform that uses acellular or network connection to gather equipment performance dataabout a Customer's Covered Equipment for Customer's sprinkler systemor fire alarm system, as applicable, to assist JCI in advising Customer onsuch equipment's health, performance or potential malfunction.Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected FireAlarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware("Gateway Device") or Customer will supply a network connection suitableto enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to suchservices and the cost, if any, of such subscription, please see yourapplicable order, quote, proposal or purchase documentation or talk toyour JCI sales representative. For certain subscriptions, Customer will beable to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected FireSprinkler Services. Company will not use Connected Fire SprinklerServices or the Connected Fire Alarm Services to remotely operate ormake changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire AlarmServices. Customer acknowledges that, while Connected Fire AlarmServices or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible forany injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarmsystem or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWAREAND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARMSERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected FireSprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected FireAlarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement,pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located athttps://www.johnsoncontrols.com/buildings/legal/digital/generaltos.

18. Monitoring Services. If Customer has selected Monitoring Services,the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be toprovide alarm monitoring, notification, and/or Runner Services as set forthin this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local EmergencyDispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority.In the event Company receives a supervisory signal or trouble signal,Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarmsignal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities.Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbonmonoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided underthis Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED,INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer afterconsidering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set

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forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss orinjury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makesno guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or Service was designed to detect or avert. It is impractical and extremely difficultto fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for anyloss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred ($2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Suchsum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS,MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREIN AFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.In no event shall JCI and its affiliates and their respective personnel,suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental,consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data,customer opportunities, business, anticipated savings or goodwill;(c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions tonetwork systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THEUSE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S)TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees,agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmlessand defend Company against any and all losses, damages, costs,including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors,suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 18 B or C may only be madeby a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify,defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of allpersons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and LocalEmergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner.Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a powerfailure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media,Customer shall notify Company immediately. If space/interior protection(i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to,space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners,horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing,and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation,"or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be

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false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf,to request services, orders or equipment from a telephone company,wireless carrier or other company providing communication facilities,signal transmission services or facilities under this Agreement (referred toas "Communication Company"). Should any third-party service,equipment or facility be required to perform the Monitoring Services setforth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company mayterminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for adedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL,ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC.("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2)ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OFINITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULDMAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NONTRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NONTRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NONCOMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NONTRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE,THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAYNOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINECUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NONTRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not beheld liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, suchservices may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

19. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS

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AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES,EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IFANY, SUPPORTED HERE UNDER.Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease,virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software")offered under these terms shall be subject to, and governed by,Company's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "SoftwareTerms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements there to. Not withstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right),(each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein.At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a"Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law,Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit,license and registration fees now or here after imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees,agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays,interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay,interruption or failure is caused, in whole or in part, directly or indirectly,by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses there to, condemnation, strikes, lockouts, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mobviolence, riots, war or other armed conflict (or the serious threat of same),acts of terrorism, electrical power outages, interruptions or degradationsin telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability orshortage of parts, materials, supplies, or transportation, or any othercause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be

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entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees,trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation,provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation;failure due to non-JCI Installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in theService Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as herein after defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

29. No Option to Solicit. Customer shall not, directly or indirectly, on itsown behalf or on behalf of any other person, business, corporation orentity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e)dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable at torneys' fees, in connection with enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada,This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together withany attachments or Riders (collectively the "Agreement) to be the final,complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations,understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. Nowaiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any courtor other competent authority to be void or unenforceable in whole or inpart, this Agreement will continue to be valid as to the other provisions andthe remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer andsuch fax copy is legally equivalent to the original for any and all purposes,including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Not withstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

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39. Privacy. A. Company as Processor: Where Company factually actsas Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. Company as Controller: Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, emailaddresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection,processing and transfer. To the extent consent to such collection,processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL AlabamaElectronic Security Board of Licensure 7956 Vaughn Road, PMB 392,Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by:Arkansas Board of Private Investigators and Private Security Agencies,#1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarmcompany operators are licensed and regulated by the Bureau of Securityand Investigative Services, Department of Consumer Affairs, Sacramento,CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of theAlarm Company Act: NY Licensed by the N.Y.S. Department of the State:TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin,TX 78752-4422, 512-424-7710. License numbers available atwww.johnsoncontrols.com or contact your local Johnson Controls office.

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Johnson
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PROPOSAL AND SERVICE AGREEMENT

Date: 10-11-2024 SR#: Quote Ref: Gadsden Co Sheriffs Office BF Tamper Replacement - CPQ-741993	Customer #:2091835 Proposal #: CPQ-741993	Prepared By: Joseph Markham Employee Number: 175249 Phone #: Email: joseph.markham@jci.com
Purchaser Contact Information: Name:Ed Dixon	Phone:8505185449	Email:edixon@gadsdencountyfl.gov

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and or materials hereinafter described, subject to the terms and conditions of this Agreement.

Ship To Information	Bill To Information
Gadsden County Sheriff Dept , 339 E Jefferson St, , Quincy,FL, 32351-2531 .	Gadsden County Sheriff Dept , P O Box 1709, QUINCY,FL,32353-0000 .

Scope of Work:
Quote for material and labor to replace (1)- OS&Y Tamper supervisory switch on Fire line Backflow Preventer outlet valve. Tech to remove existing tamper switch and remove fire alarm wiring, replace with new tamper switch, and reconnect fire alarm wiring. Once replaced, tech to ensure system is at normal operating condition. Should additional material and/or labor be needed a separate quote will be issued.

Total net selling price, $918.00

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Prevailing Wage Required? No **Certified Payroll Required?** No **Customer/Site Tax Exempt?** No	Working Hours: Based on normal business hours Mon-Fri 7:30AM-4:00PM unless otherwise noted.
Payment Terms:Net 30	Total quote value:$918.00

☑ Fixed Price ☐ Labor and Material ☐ NTE

"This Proposal is valid for 30 days"

Name: _____ Title: _____ PO#: _____	Johnson Controls Fire Protection LP 110 Hamilton Park Drive Suite D Tallahassee ,FL 32304

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

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Johnson Controls Fire Protection LP
110 Hamilton Park Drive Suite D
Tallahassee,FL,32304

www.johnsoncontrols.com

Signature: 10/15/24

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TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement.At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section3) unless either party gives written notice to the other party at least thirty(30) days prior to the end of the then-current term (each a ("RenewalTerm").

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually inadvance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend,discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5)percent per month or the maximum rate permitted under applicable law,until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims,expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company'sreasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Tern. Unless Customer terminates the Agreement at least thirty(30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g.,steel, aluminum) inability to secure Products, changes or increases in law,labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically statedin this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company here under are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert.It is impractical and extremely difficult to fix the actual damages,if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipmentor service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure ofthe equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected,Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shallbe limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be

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complete and exclusive.IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY,OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), ASHEREIN AFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law,in no event shall Company and its affiliates andtheir respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory ofliability, even if advised of the possibility of such damages, for any(a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Antiterrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses,including business interruption losses, sustained by either party or the irrespective employees, resulting from an activity resulting from an "Act ofTerrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployedin defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless anddefend Company against any and all losses, damages, costs,including expert fees and costs, and expenses including reasonabledefense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relatingin any way to this Agreement, including but not limited to theServices under this Agreement, whether such claims are based uponcontract, warranty, tort (including but not limited to active or passivenegligence), strict liability or otherwise. Company reserves the rightto select counsel to represent it in any such action. Customer'sresponsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section18 of this Agreement.

8. General Provisions. Customer has selected the service level desiredafter considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00p.m.,Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specifiedin this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g.working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)").UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHAT SO EVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILUREAL SO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOESNOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repaircharges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined,Company shall be relieved from any and all liability arising there from.Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate watersupply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access,security and other aspects of its computer network ("Network") and shallsupply Company secure Network access for providing its services.Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible totake appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively"Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair,replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by

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Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports,and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the properoperation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsiblefor any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable,Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are onlyadvisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at thetime of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company infull for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is requiredfor the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein,accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk;or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are herein after referred to as "Hazardous Conditions."Company shall have the right to rely on the representations listed above.If Hazardous Conditions are encountered by Company during the courseof Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist untilthe area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials,encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order,solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order14042 ("Ensuring Adequate COVID Safety Protocols for FederalContractors") and Federal Acquisition Regulation (FAR) 52.223-99("Ensuring Adequate COVID Safety Protocols for FederalContractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting,reconnecting, or adding a device to the system. Customer understandsand agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet,Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receivemonitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS

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AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B. Connected Fire Sprinkler Services; Connected Fire AlarmServices. Connected Fire Sprinkler Services and Connected Fire AlarmServices each means a data-analytics and software platform that uses acellular or network connection to gather equipment performance dataabout a Customer's Covered Equipment for Customer's sprinkler systemor fire alarm system, as applicable, to assist JCI in advising Customer onsuch equipment's health, performance or potential malfunction.Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected FireAlarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware("Gateway Device") or Customer will supply a network connection suitableto enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to suchservices and the cost, if any, of such subscription, please see yourapplicable order, quote, proposal or purchase documentation or talk toyour JCI sales representative. For certain subscriptions, Customer will beable to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected FireSprinkler Services. Company will not use Connected Fire SprinklerServices or the Connected Fire Alarm Services to remotely operate ormake changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire AlarmServices. Customer acknowledges that, while Connected Fire AlarmServices or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible forany injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarmsystem or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWAREAND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARMSERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected FireSprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected FireAlarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement,pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located athttps://www.johnsoncontrols com/buildings/legal/digital/generaltos.

18. Monitoring Services. If Customer has selected Monitoring Services,the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be toprovide alarm monitoring, notification, and/or Runner Services as set forthin this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local EmergencyDispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority.In the event Company receives a supervisory signal or trouble signal,Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarmsignal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities.Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbonmonoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, If provided underthis Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED,INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer afterconsidering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set

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forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss orinjury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makesno guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or Service was designed to detect or avert. It is impractical and extremely difficultto fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for anyloss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred ($2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Suchsum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS,MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREIN AFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.In no event shall JCI and its affiliates and their respective personnel,suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental,consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data,customer opportunities, business, anticipated savings or goodwill;(c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions tonetwork systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THEUSE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S)TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees,agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmlessand defend Company against any and all losses, damages, costs,including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors,suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 18 B or C may only be madeby a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify,defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of allpersons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and LocalEmergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner.Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a powerfailure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media,Customer shall notify Company immediately. If space/interior protection(i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to,space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners,horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing,and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation,"or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company.Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be

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false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf,to request services, orders or equipment from a telephone company,wireless carrier or other company providing communication facilities,signal transmission services or facilities under this Agreement (referred toas "Communication Company"). Should any third-party service,equipment or facility be required to perform the Monitoring Services setforth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company mayterminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for adedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission.Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL,ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC.("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2)ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION.CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OFINITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULDMAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NONTRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NONTRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NONCOMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NONTRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE,THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAYNOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINECUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NONTRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not beheld liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, suchservices may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

19. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS

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AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES,EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IFANY, SUPPORTED HERE UNDER.Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease,virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software")offered under these terms shall be subject to, and governed by,Company's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "SoftwareTerms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements there to. Not withstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right),(each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein.At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a"Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law,Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit,license and registration fees now or here after imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees,agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays,interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay,interruption or failure is caused, in whole or in part, directly or indirectly,by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses there to, condemnation, strikes, lockouts, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mobviolence, riots, war or other armed conflict (or the serious threat of same),acts of terrorism, electrical power outages, interruptions or degradationsin telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability orshortage of parts, materials, supplies, or transportation, or any othercause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be

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entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees,trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation,provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation;failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts.All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in theService Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as herein after defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

29. No Option to Solicit. Customer shall not, directly or indirectly, on itsown behalf or on behalf of any other person, business, corporation orentity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e)dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable at torneys' fees, in connection with enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada,This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together withany attachments or Riders (collectively the "Agreement) to be the final,complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations,understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. Nowaiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any courtor other competent authority to be void or unenforceable in whole or inpart, this Agreement will continue to be valid as to the other provisions andthe remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer andsuch fax copy is legally equivalent to the original for any and all purposes,including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Not withstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

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39. Privacy. A. Company as Processor: Where Company factually actsas Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. Company as Controller: Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, emailaddresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection,processing and transfer. To the extent consent to such collection,processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL AlabamaElectronic Security Board of Licensure 7956 Vaughn Road, PMB 392,Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by:Arkansas Board of Private Investigators and Private Security Agencies,#1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarmcompany operators are licensed and regulated by the Bureau of Securityand Investigative Services, Department of Consumer Affairs, Sacramento,CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of theAlarm Company Act: NY Licensed by the N.Y.S. Department of the State:TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin,TX 78752-4422, 512-424-7710. License numbers available atwww.johnsoncontrols.com or contact your local Johnson Controls office.

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Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 4, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
LaToya Fryson, Elderly Affairs

Subject: Approval of the Interlocal Agreements for Human Services

Statement of Issue:
This agenda item seeks Board approval of the Human Services Funding Agreement for the Havana Senior Citizens

Background:
The Gadsden County Board of County Commissioners appropriated $15,000 in FY24-25 funding to support Senior Activities in the communities of Gretna, Midway, Gadsden Wellness, and Greensboro. Additionally, the Clerk's Office conducted a review of prior year allocations and identified outstanding funds owed to various senior centers from previous fiscal years.

Analysis:
Havana Senior Citizens were allocated $10,000 in FY22-23 for Senior Activities; however, these funds were not disbursed during the fiscal year. Havana Senior Citizen has since submitted all required documentation, including Invoice, Non-profit and Community Organizations Yearly Report, Budget Worksheet. The County Attorney has reviewed and approved the associated funding agreement. This agenda item seeks formal approval and execution of the agreement for the FY22-23 allocation to the Havana Senior Citizens. Upon approval and execution, the funding agreement will authorize the release of the $10,000 in funds to Havana Senior Citizen, completing the obligations for that fiscal year.

Fiscal Impact:
Amount: $10,000
Fiscal Year: FY22-23 (Previously allocated Funds)

Options:
1. Approve and authorize the execution of the funding a with the Havana Senior Citizen for the FY22-23 Senior Activities allocation in amount of $10,000 contingent upon completion of all required documentation.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:
Option 1

Attachments:

1. Havana Senior Citizen Funding Agreement for Human Services FY22-23.

Invoice
Non-profit and Community Organizations Yearly Report
Budget Worksheet

2. Clerk office funding allocation sheet

Gadsden County
Non — Profit Human Services Funding Agreement

This agreement is made effective as of the ____ day of September 2025 (the "Effective Date"), by and between Gadsden County, Florida, a political subdivision of the State of Florida ("County") and a Carver Heights Senior Citizen, Board of Directors, a non-profit, whose physical address is 705 4th Street SW, Havana, United States, Florida and mailing address is P.O. Box 826 Havana Florida 32333.

WHEREAS, Gadsden County, by and through its Board of County Commissioners, has found that the human services provided by the Grantee to the citizens of the County constitute a public purpose and has approved a **FY2023** budget appropriation in the amount of **$10,000** in support of those human services provided by the Grantee to the citizens of the County; and

Whereas, Gadsden County, by and through its Board of County Commissioners, requires all entities receiving a **FY2023** appropriation to comply with certain requirements in order to receive the appropriated funds.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties to this agreement do agree as follows:

1. Grantee shall strictly comply with the following requirements in order to receive the funds appropriated by the Gadsden County Board of County Commissioners:

A. Grantee must both file with the County's Administrator, the Office of Management and Budget (OMB) and the Board of County Commissioners a detailed budget, containing cost categories and line items as applicable, showing the budgeted plan for use of the funds. All funds from all sources must be included in the detailed budget.

B. Grantee must file with the documentation set forth in 1(a) of a specific program or project by title, containing a written narrative with specific objectives and specifying the services that will be provided or the goods that will be purchased through the program or project.

C. Grantee must file with above-referenced County entities, quarterly financial reports which detail how funds are spent in relation to the detailed budget.

2. The disbursement of funds by the County to the Grantee shall be made at the Board's discretion and disbursed in either a lump sum amount or a monthly or quarterly amount to be determined by the Board, in the Board's sole and absolute discretion. Funds shall only be disbursed to Grantee, no funds shall be disbursed until Grantee has provided all required documentation, except quarterly financial reports in the event of a lump sum distribution. However: Grantee shall not be relieved of the requirement to file quarterly financial reports after funds are disbursed. The County shall not be obligated to disburse any funds and shall only disburse funds upon the Grantee's strict compliance with the requirements set forth above to the Board's satisfaction, in the Board's sole and absolute discretion. Failure to strictly comply with all requirements shall obligate Grantee to return funds previously disbursed and may result in non-appropriation of funds in subsequent fiscal years. The Grantee shall not be entitled to any funds appropriated but not disbursed during **FY2022**.

3. Nothing herein contained is intended or should be construed as creating or establishing the relationship or agency, partners, or employment between the parties hereto, or as constituting either party as the agent or representative of the other for any purpose. Grantee is not authorized to bind the County or the Board to any contracts or other obligations and shall not represent to any party that Grantee and County or the Board are partners or that Grantee is the agent or representative of the County. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Grantee and the County, or between the County and any other person or entity, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the Grantee or any other person or entity.

4. The Grantee agrees to indemnify, defend, and hold harmless the County, its officers, employees, attorneys, and agents, from and against all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Grantee, its delegates, agents or employees, or due to any occurrence, act, omission or commission of the Grantee in the performance of its operations in any nature whatsoever, including but not limited to costs and reasonable attorney's fees, whether or not there is litigation and including those incurred on appeal. The County may at its option, defend itself or allow the Grantee to provide the defense. The County's responsibility under this agreement is limited solely to the disbursement of funds appropriated in accordance with the terms of this agreement, and nothing herein shall cause the County to have any liability or responsibility whatsoever for the performance of Grantee's operations, of whatever nature. The indemnity obligations of the Grantee under this agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this agreement. By entering into this agreement, the County does not intend and in no way waives any sovereign immunity rights that it possesses.

5. Grantee shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this agreement. Grantee shall retain all such records for five years after termination or expiration of this Agreement, or if an audit has been initiated and the findings have not been resolved, the records shall be retained pending final resolution. All such records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the County. Authorized County personnel shall also be entitled to interview any clients and employees of the Grantee to assure the County of satisfactory performance of this agreement and its operations.

6. Grantee shall comply with all applicable local, state, and federal laws in the performance of this agreement and its operations.

7. This agreement is not assignable without the written consent of both parties.

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

9. Any and all disputes arising under this agreement including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.

10. This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Florida. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held *or* deemed to *be* illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the' same invalid, inoperative or unenforceable to any extent whatsoever.

11. This Agreement shall not be amended or extended except in writing signed by both parties.

12. Either party may terminate this agreement without cause by providing 30 days' written notice of intent to terminate. if the Grantee is in default of its obligations under this Agreement, the County shall cease all payments under this Agreement.

13. If any party to this Agreement seeks enforcement against the other party, the prevailing parry will be entitled to recover all costs, expenses, and reasonable attorneys' fees incurred in connection with such enforcement, whether or not a lawsuit is filed, and including those incurred on appeal.

14. This agreement shall become effective upon its execution by the Board of County Commissioners and shall expire one year after execution unless extended by mutual written agreement between and approved by both parties.

15. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK. SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

Approved this _____ day of _____ 2025 by the Gadsden County Board of County Commissioners.

Gadsden County, Florida

_____
Eric Hinson, Chairman
Board of County Commissioners

By: _____
Carver Heights Senior Center

Attest:

_____
Nicholas Thomas, Clerk

Gadsden COUNTY
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

Non-profit and Community Organization Reporting

Organization Name: Carver Height Senior Citizens, Board of Directors
Type of Services Provided: _____
Total Amount to be Funded: **$10,000**
Reporting Period: FY2023 Completed by: David Washington

Non-profit and Community Organizations

How is the funding from Gadsden County being utilized? *(Please provide detailed explanation)*

Utilities, general building maintenance, necessary supplies, and select program expenses.

How many Gadsden County citizens were served during this time period? (Children/Seniors?)

How has this funding improved the lives of the citizens served? *(Please provide a detailed explanation)*

It provides seniors in the Havana community with a place to gather, build friendships, and take part in activities that support their daily living.

I hereby certify that the information provided is true and accurate to the best of my knowledge. I understand that falsification or misrepresentation on any question in the application may result in my agency's application being denied for consideration for funding by Gadsden County.

David Washington
Agency Director (print name)

Agency Director (signature)

Date

Gadsden COUNTY
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

Non-profit and Community Organizations Budget Worksheet

ORGANIZATION'S NAME: Carver Height Senior Citizens, Board of Directors

PROGRAM SERVICE: _____

REPORTING PERIOD: _____

TOTAL AMOUNT FUNDED: **$10,000**

Budget Worksheet: How is the funding from Gadsden County being spent?

Column A Budget Category	Column B Gadsden County Funding		Column C Total Cost
Personal (Salaries & Benefits)			
Contractual Services			
Equipment ($500 or more)	1,500.00		
Insurance			
Postage			
Rent			
Utilities	7,000.00		
Travel & Per Diem			
Dues / Membership Fees			
Supplies	1,000.00		
Marketing/Advertising			
Other Expenses *(Please provide an explanation below)*	500.00		
TOTAL EXPENSES	$ 10,000.00	$	$

FUND	ACCOUNT	ACCOUNT TITLE	CREDITS	
001 - GENERAL FUND	208119	GRETNA SENIOR CITIZENS	25,000.00	
		Paid	10,000.00	FY23 SR CITIZENS/GRETNA
		Paid	15,000.00	BA 2025-040
001 - GENERAL FUND	208172	HAVANA SENIOR CITIZENS	10,000.00	
		Due	10,000.00	FY23 SR CITIZENS/HAVANA
001 - GENERAL FUND	208174	MIDWAY SENIOR CITIZENS	35,000.00	
		facility closed	10,000.00	FY22 MIDWAY
		facility closed	10,000.00	FY23 SR CITIZENS/MIDWAY
		Due	15,000.00	BA 2025-040
001 - GENERAL FUND	208206	CHATTAHOOCHEE SENIOR CITI	10,000.00	
		Due	10,000.00	FY23 SR CITIZENS/CHATT
001 - GENERAL FUND	0093-58166	GREENSBORO SR CITIZENS	15,000.00	
		Due	15,000.00	BA 2025-040
		TOTAL	95,000.00	

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 4, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Louis J. Baptiste, Interim County Attorney

Subject: Approval of the Agreement between the County and CRA as the Design Professional for the Public Safety Complex/EOC in Response to RFQ 25-02 Professional Architectural/Engineering (AE) Services.

Statement of Issue:

This agenda item seeks Board approval of the Agreement between the County and CRA as the Design Professional for the Public Safety Complex/EOC in Response to RFQ 25-02 Professional Architectural/Engineering (AE) services, and approval for the Chairman to sign the Agreement.

Background:

At the August 5, 2025, Board meeting, the Board approved the negotiation team's recommendation to award RFQ 25-02 to CRA, and to negotiate an Agreement with CRA for Board approval.

At the Board's direction, staff successfully negotiated an Agreement (Attachment 1) for the required work to complete the design plan, construction management, and other associated support as outlined in the RFQ 25-02, CRA Proposal, and the CRA Contractor's Negotiated Cost Proposal and Rates (Attachment 2).

The negotiated cost for the work shall not exceed $1,170,403.00, the effective date of the Agreement is September 16, 2025, and it expires on December 28, 2028. These terms can only be modified in writing with Board approval in accordance with the Agreement terms and conditions

Analysis:

With approval and execution of the Agreement, staff will schedule and coordinate the pre-design meeting between the County Attorney, Sheriff's Office, County project staff, and CRA to develop milestones and target dates based on the Agreement, and to issue the Notice to Proceed. The milestones and target dates will be attached to and incorporated into the Notice to Proceed, in accordance with the Agreement. The Interim County Administrator will sign the Notice to Proceed, which is customary and prevent further delay in proceeding with the design work.

County staff will also work with CRA, as per the RFQ 25-02, to develop and advertise an RFP for Construction Manager at Risk (CMAR) for input into the design package and construction of the Public Safety Complex. This will improve efficiencies and economies of scale in the design and construction of the project. The grant agency (Florida Division of Emergency Management) also recommended using a CMAR and not a traditional design-build approach for a project of this size and scope.

Fiscal Impact:
There is no fiscal impact with this agenda item. However, it should be noted that the grants for this project are cost reimbursement.

Options:
1. Approve the Agreement between the County and CRA as the Design Professional for the Public Safety Complex/EOC in Response to RFQ 25-02 Professional Architectural/Engineering (AE) services, and approve the Chairman to sign the Agreement.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:
Option 1.

Attachments:
1. Agreement between the County and CRA
2. Contractor's Negotiated Cost Proposal

CLEMONS, RUTHERFORD & ASSOCIATES, INC.
ARCHITECTS ▪ PLANNERS ▪ INTERIOR DESIGNERS ▪ CONSTRUCTION MANAGERS
2027 Thomasville Road, Tallahassee, FL 32308
p: 850-385-6153 ▪ f: 850-386-8420 ▪ www.craarchitects.com

September 3, 2025

Reginald James
Gadsden County Board of County Commissioners
9B East Jefferson St.
Quincy, FL 32351

RE: Gadsden County
RFQ 25-02 – Professional A/E Services for a Public Safety Complex
Fee Proposal

Gadsden Co Purchasing Office:

Thank you for Considering Clemons, Rutherford & Associates for your architectural and engineering needs for the planned Gadsden County Public Safety Complex. We are pleased to offer the following proposal for your review and consideration.

General Project Description/Initial Information:

- Building 1
  - Gadsden County Sheriff's Office (SO)
  - Size/Area: +/- 19,500 SF
  - Location: adjacent to the Gadsden County Emergency Operations Center at 264 Joe Adams Road
  - Status: Contract Negotiations - Pre-Design

- Building 2,
  - Gadsden County Emergency Operations Center (EOC)
  - Size/Area +/- 5,900 SF
  - Location: 264 Joe Adams Road
  - Status: Design Completed, permitted.

- Project budget is +/- $16, 904,105.00
- Project Duration: Estimated 20-24 months

General Scope of Services:

Gadsden County Sheriff's Office (SO)

1. Meet with Gadsden Co Staff to confirm scope, budget, schedule and develop GCSO program.
2. Prepare Construction Documents for bidding/pricing.
   a. Architectural floor plans, elevations, wall sections, and details.
   b. Mechanical distribution plans, equipment schedules, and details.
   c. Plumbing plans, fixture schedule, and details.
   d. Electrical power plans, lighting plans, schedules, and details.
   e. Low voltage and data cabling plans and details.
   f. Structural foundation plans and details.
   g. Civil engineering, geotechnical and additional surveys as needed.
3. Milestone deliverables for Client reviews at Schematic Design, Design Development, and 100% Construction Documents.
4. Submit documents to authorities having jurisdiction and respond to comments.

5. Provide pricing/bidding assistance.
6. Provide construction contract administration services.
   a. Prepare/review construction contract.
   b. Review shop drawings and material data sheets.
   c. Review pay applications.
   d. Respond to RFI's, prepare ASI's and CO's.
   e. Complete site visits (1-2) visits per month, to review work progress.
   f. Substantial and final completion site visits and prepare closeout documentation.

Gadsden County EOC (EOC)

1. Provide pricing/bidding assistance.
2. Provide construction contract administration services.
   a. Prepare/review construction contract.
   b. Review shop drawings and material data sheets.

Lump Sum Fee (SO and EOC): ..... $ 1,170,403.00

Fee Schedule:

Schematic Design:..... 15%
Design Development:..... 20%
100% Contract Documents: 40%
Bidding/Pricing: 5%
Contract Administration, (prorated monthly based on % complete): 20%
Total: 100%

Assumptions and Clarifications

- No specific changes to the EOC final documents are included in scope. Any changes to the EOC documents or other assistance from the AOR and EOR's of the EOC will be an Add Service. SO designed tie-in at location as designed in the EOC is included in scope.
- Grant requirements, as applicable to A/E design services, shall apply.
- Changes in "Initial Information" and "General Scope of Services" will result in additional services.
- It is understood the EOC documents are 100% complete, comply with current FBC eighth edition codes, signed and sealed, and all permitting completed.
- Owner to provide copies of the complete set of signed and sealed EOC documents.
- The EOC and SO structures, aka Public Safely Complex, will be bid and built as a single project by a single contractor.
- Emergency power for the SO will be stand alone and not tied to the EOC.
- Civil fee assumes that the EOC pond as designed for future impervious is not exceeded. If exceeded additional services will be required.

- Fees for building permit(s) as required by the building contractor as excluded.

If you need any additional information concerning this proposal, please do not hesitate to contact me.

Sincerely,

James Lewis
Production Manager

Attachments: Exhibit 'A' (EOC) Exhibit 'A' (SO), and Exhibit 'B'

EXHIBIT 'A' - (EOC Only)

To

Owner - Architect Agreement Between Gadsden Co. BoCC and CRA

List of Supplemental Services

	Service or Reimbursable Description. Abbreviations: SO - Sheriff's Office EOC - Emergency Operations Center	Responsibility (CRA-Architect, Owner-GCBCC, TBD-To Be Determined, or **NP**-Not Provided by Architect)		
1	Programming - narrative or plan form	NP		
2	Land Survey Services - As needed for A/E use only. Boundary, Topographical Survey, etc.	Owner		
3	Geotechnical Services - Soil borings for bldg, paving	Owner		
4	Utility Location Services - Level 'B' - Excludes soft digs, GPR, vertical location of services.	NP		
5	Existing Conditions Drawings - Existing structures, utilities, tower, etc.	Owner		
6	Site Analysis and Selection - evaluating a site(s) for selecting a site and project viability.	Owner		
7	Permitting Review/Application Fees of Authority Having Jurisdiction, AHJ's - Water Management, Local Site, DEP, DOT	Owner		
8	Planning and Zoning changes.	Owner		
9	Owner- Equip. / Consultant Coordination: reviewing and coordinating with Owner supplied equipment/vendor.	NP		
10	Civil Design - Grading, Staking, and utility plans, as required for construction. Off site utility design. Environmental permitting.	Owner		
11	Civil, Construction Contract Administration.	CRA		
12	Environmental Reports - i.e. wet lands or listed species on site, etc.	Owner		
13	Landscape Design and irrigation design.	Owner		
14	Traffic Study -	NP		
15	USGBC LEED - Designing building to LEED standards.	NP		
16	Code Required Commissioning.	CRA		
17	Interior Design, Mat'ls Specs - Custom, one of a kind, ornate, or detailed finishes	NP		
18	FF&E Furniture, Fixtures, and, Equipment.	NP		
19	Special bidding (re-bidding) or Negotiations - Example, procuring individual bids from each subcontractor	NP		
20	Multiple packages, phased construction, early release packages, fast tracking	NP		
21	Value Analysis - preparing cost comparisons between multiple systems or products.	NP		
22	Detailed Cost Estimating - Estimate in a Higher Detail than Order of Magnitude	NP		
23	Grounding test.	NP		
24	Clerk of the Works, On-site project representation, Owners Representative	NP		
25	Record Drawings of New Construction	NP		
26	Conformed Documents for construction	NP		
27	Post-Contract Evaluation/Warranty Review	CRA		

28	Hazardous Material Study/Abatement Drawings - Survey For Hazardous Materials in existing buildings or site.	Owner		
29	Abatement plan, monitoring, clearance testing.	NP		
30	Energy Forms - Energy Forms Required by AHJ for Approval and Permitting.	Owner		
31	Life Cycle Cost Analysis	NP		
32	Energy Modeling	NP		
33	3-D Model - Graphic Three Dimension Model of project.	NP		
34	Model Animation - Animated View of 3-D Model.	NP		
35	Kitchen Consultant - Specialty Consultant to Select and Specify Commercial Kitchen Equipment.	NP		
36	Travel, CRA - to client/project site. Expenses for Gas, Food, and lodging, when traveling for the Project.	CRA		
37	Printing - Review and permitting sets at SD, DD, CD, and Record Drawings.	NP		
38	Data Cabling - Providing Conduit and Junction Boxes in Walls. Design of Wiring, System's, and Equipment.	Owner		
39	Audio/Video - Flat Screens, projectors, smart boards.	Owner		
40	Construction Permitting by third party AHJ permitting services.	NP		
41	Special Inspections - Although not a threshold building, provide enhanced inspection services of the structure as if it is.	CRA		
42	Special Inspections - Smoke control system	NP		
43	Special Inspections - Fire penetrations & fire joint systems	NP		
44	Acoustical Consultant(s) - Specialty Consultant to study acoustics.	NP		
45	Security camera / Access control design	Owner		
46	Photo Documentation of Primary Elements - Example: photos of completed buildings and facilities.	TBD		
47	Other specialty consultant	TBD		
48	BIM - Develop in a Building Information Model format	NP		
49	Threat Risk Analysis	NP		
50	Signage Graphics - Graphics for egress maps, directional and informational signs	Owner		
51	Advertisement for Bid - Placement of legal advertisement for bidding or selection of GC/CM	Owner		
52	Fire Flow Test.	Owner		
53	Emergency Power Design	Owner		
54	Site Lighting	Owner		
55	Master Planning	NP		
56	Assistance from EOC Architect of Record and Engineers of Record	Owner		
57	Two Way in Bldg Communications Test	NP		

EXHIBIT 'A' - (SO Only)

To

Owner - Architect Agreement Between Gadsden Co. BoCC and CRA

List of Supplemental Services

	Service Descriptions. Abbreviations: SO - Sheriff's Office EOC - Emergency Operations Center	Responsibility (CRA-Architect, Owner-GCBCC, TBD-To Be Determined, or **NP**-Not Provided by Architect)		
1	Programming - narrative or plan form	CRA		
2	Multiple preliminary designs	NP		
3	Geotechnical Services - Soil borings for bldg, paving	CRA		
4	Utility Location Services - Level 'B' - Excludes soft digs, GPR, vertical location of services.	NP		
5	Existing Conditions Drawings - Existing structures, utilities, tower, and current design documents for EOC & Site, etc.	Owner		
6	Site Analysis and Selection - evaluating a site(s) for selecting a site and project viability.	Owner		
7	Permitting Application Fees of Authority Having Jurisdiction, AHJ's - Water Management, Local Site, DEP, DOT	CRA		
8	Planning and Zoning changes.	NP		
9	Owner- Equip. / Consultant Coordination: reviewing and coordinating with Owner supplied equipment/vendor.	CRA		
10	Civil Design - Survey, grading, and utility plans, as required for construction, site, and environmental permitting, lanscaping design.	CRA		
11	Civil Design - Peer review of civil design documents	CRA		
12	Environmental Reports - i.e. wet lands or listed species on site, etc.	Owner		
13	Off Site Utilities or Special Utilities - Design of Utilities Outside the Immediate Project Site	Owner		
14	Traffic Study -	Owner		
15	USGBC LEED - Designing building to LEED standards.	NP		
16	Code Required Commissioning.	CRA		
17	Interior Design, Mat'ls Specs - Custom, one of a kind, ornate, or detailed finishes	CRA		
18	FF&E Furniture, Fixtures, and, Equipment typical items not physically part of the building for example, desks, and chairs. Not included is Owner Technology/structured cabling.	CRA		
19	Value Analysis - preparing cost comparisons between multiple systems or products.	NP		
20	Grounding test.	NP		
21	Clerk of the Works, Full time On-site project representation, Owners Representative	NP		
22	Record Drawings of New Construction - CAD Drawings Representing the recorded As-Built Condition of primary finished New Work as recorded by the contractor.	CRA		
23	Conformed Documents for construction	CRA		
24	Post-Contract Evaluation/Warranty Review	CRA		

25	Hazardous Material Study/Abatement Drawings - Survey For Hazardous Materials in existing buildings or site.	Owner		
26	Energy Forms - Energy Forms Required by AHJ for Approval and Permitting.	CRA		
27	Life Cycle Cost Analysis	NP		
28	Energy Modeling	NP		
29	3-D Model - Graphic Three Dimension Model of project.	CRA		
30	Model Animation - Animated View of 3-D Model.	NP		
31	Kitchen Consultant - Specialty Consultant to Select and Specify Commercial Kitchen Equipment.	NP		
32	Travel, CRA - to client/project site. Expenses for Gas, Food when traveling for the Project.	CRA		
33	Printing - Review and permitting sets at SD, DD, CD, and Record Drawings. (two sets each)	CRA		
34	Data Cabling & Security/Access Control - Providing Conduit and Junction Boxes in Walls. Design of Wiring, System's, and Equipment selection.	CRA		
35	Audio/Video - Flat Screens, projectors, smart boards.	CRA		
36	Construction Permitting Plans Review, Permitting, and Inspections - Providing third party AHJ permitting services.	NP		
37	Special Inspections - Threshold Plan and Inspections.	NP		
38	Special Inspections - Smoke control system	NP		
39	Special Inspections - Fire penetrations & fire joint systems	NP		
40	Acoustical Consultant(s) - Specialty Consultant to study acoustics.	NP		
41	Photo Documentation of Primary Elements - Example: photos of completed buildings and facilities.	TBD		
42	Other specialty consultant	TBD		
43	BIM - Develop project in a Building Information Model format, Level 001	CRA		
44	Threat Risk Analysis	NP		
45	Signage Graphics - Graphics for egress maps, directional and informational signs	CRA		
46	Advertisement for Bid - Placement of legal advertisement for bidding or selection of GC/CM	Owner		
47	Fire Flow Test.	Owner		
48	Site Lighting	CRA		
49	Master Planning	NP		
50	Redesign, Changes in scope	TBD		
51	Two Way in Bldg Communications Test	NP		

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Exhibit 'B'

HOURLY RATES

The basic hourly rates for all architectural and interior design disciplines are listed below.

Principal-In-Charge		**$265.00**
Project Manager/Architect		**195.00**
Assisting Project Manager		**150.00**
Project Designer		**175.00**
Project Interior Designer		**170.00**
Construction Administrator		**155.00**
Plans Review and Inspection		**150.00**
Estimator		**155.00**
Educational Surveyor		**140.00**
Specification Writer		**130.00**
BIM / 3D Drafting:		**120.00**
Drafting:	**Senior**	**105.00**
	Junior	**85.00**
Clerical/Support Services		**80.00**

Rates are reviewed and adjusted on an annual basis January 1st of each year.

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE PUBLIC SAFETY COMPLEX BETWEEN GADSDEN COUNTY AND CLEMENTS, RUTHERFORD & ASSOCIATES

THIS AGREEMENT entered into this 16th day of September, 2025, between the Gadsden County Board of County Commissioners (the "Board" or "County"), a political subdivision of the State of Florida, by and through The Gadsden County Board of County Commissioners, situated at 9-B East Jefferson Street, Quincy, FL 32351 hereinafter referred to as COUNTY, and Clements, Rutherford & Associates (CRA) headquartered at 2027 Thomasville Road, Tallahassee, FL 32308, hereinafter referred to as CONTRACTOR, and whose Federal Employer Identification Number is 59-1566490.

WHEREAS, the COUNTY requires certain professional services in connection with the Public Safety Complete; and

WHEREAS, the COUNTY issued RFQ 25-02 on March 20, 2025, seeking interested firms for the provision of Professional A/E Services for the Public Safety Complex, which is included by reference as to the scope of services/work contained therein; and

WHEREAS, CONTRACTOR was selected pursuant to the RFQ 25-02, whose response is hereby incorporated herein by reference, and represents that it is capable and prepared to provide such Services.

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

1.0 Term, Renewals, and Amendments.

1.1 This Agreement shall take effect on the date of its execution by the Chairman of the Board of County Commissioners.

1.2 The term of this Agreement shall commence on September 3, 2025, and continue until December 28, 2028, unless otherwise extended or terminated as provided herein.

1.3 There are no renewals. However, the agreement may be amended to extend the time needed for completion of the project in accordance with the Agreement and grant agreements.

1.4 Any amendments to this Agreement shall be agreed to by both Parties, in writing, and signed by both Parties.

2.0 Scope of Services/Work, Performance Schedule.

2.1 CONTRACTOR shall perform the following services prescribed in the RFQ 25-02, Contractor's Proposal, and Contractor's Negotiated Cost Proposal and Rates herein

incorporated by reference and attached to this Agreement. Specific milestone and target dates shall be discussed and agreed upon at the Pre-Design Meeting and incorporated into the Notice to Proceed as a condition of the Agreement. CONTRACTOR's failure to meet specific milestones and target dates shall give the COUNTY the right to terminate the contract and withhold and/or withhold progress payments.

2.2 CONTRACTOR shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a Supplemental Agreement ("SA") and all provisions of this Agreement apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution after approval by the Board.

2.3 The CONTRACTOR is not authorized to provide services or materials to the COUNTY or undertake any project or work provided for in this Agreement prior to the COUNTY having first issued a Purchase Order ("PO") or Notice to Proceed. CONTRACTOR recognizes that the COUNTY may employ several different CONTRACTORs to perform the work described and that the CONTRACTOR has not been employed as the exclusive agent to perform any such services.

2.4 When the CONTRACTOR and the COUNTY enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the CONTRACTOR and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation.

3.1 General.

3.1.1 COUNTY shall pay CONTRACTOR up to one million, one-hundred seventy thousand, four hundred three dollars ($1,170,403.00). The CONTRACTOR shall bill the County no more than monthly for the work performed in accordance with this Agreement and the milestones and target dates incorporated into the Notice to Proceed.

3.1.2 Invoices must reference the applicable Contract and PO number and should further include CONTRACTOR's name, address, contact information, dates of service, deliverables, and descriptions of work performed, as applicable.

3.1.3 CONTRACTOR shall invoice the County monthly, no more than

every 30-days, and each invoice shall be due and payable thirty (30) days after receipt by the COUNTY of the correct, fully documented invoice, in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

Office of the County Administrator
ATTN: Reginald James/Tashonda Whaley
9-B, Jefferson Street, Quincy, FL 32351

3.1.4 In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

3.1.5 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work. For final acceptance of any services provided hereunder, the CONTRACTOR will submit an acceptance document to the COUNTY for approval.

3.1.6 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONTRACTOR to County satisfaction.

3.2 Reimbursables

3.2.1 All requests for payment of "out-of-pocket" expenses, IF ALLOWED, shall be expressly approved in writing by the County, and if any, shall include copies of paid receipts, invoices or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services/Work described in this Agreement.

~~3.2.2~~ Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with this Agreement (including any applicable SA).

3.2.3 Should any travel be approved by the County in advance of any travel taking place, it shall be approved and reimbursed in accordance with Section 112.061, F.S., and COUNTY policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Gadsden County).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the COUNTY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the County Administrator's offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.5 CONTRACTOR shall maintain a current inventory of all such assets.

4.0 Insurance

4.1 General Provisions

4.1.1 CONTRACTOR shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the COUNTY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without thirty (30) days prior written notice to the COUNTY.

4.1.2 The COUNTY shall be named as an additional insured on all CONTRACTOR policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of Gadsden County. All such policies shall be endorsed to provide defense coverage obligations. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONTRACTOR's self-insured retention or deductible per line of coverage shall not exceed $10,000.00 without the permission of the COUNTY.

4.1.4 If there is any failure by the CONTRACTOR to comply with the provisions of this section, the COUNTY may, at its option, on notice to the CONTRACTOR, suspend the work for cause until there is full compliance.

4.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONTRACTOR's expense provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, it shall not relieve CONTRACTOR of its obligation to obtain insurance.

4.1.6 The CONTRACTOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONTRACTOR's sub-contractors shall be required to include COUNTY and CONTRACTOR as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subcontractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the COUNTY for any claim in excess of the subcontractors' insurance coverage.

4.1.9 The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

[LIMITS AND TYPES SPECIFIED BELOW MAY VARY DEPENDING ON THE CONTRACT AND NEED TO COME FROM RISK MANAGEMENT]

4.2 Comprehensive Automobile Liability Insurance. In the event CONTRACTOR travels in furtherance of the performance of the services required in this Agreement, CONTRACTOR shall obtain 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.

4.3 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.

4.4 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.

4.5 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. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The COUNTY may require the CONTRACTOR to provide a higher level of coverage for a specific project and time frame.

4.6 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.

5 0 Standard of Care.

5.1 CONTRACTOR has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONTRACTOR shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6 0 Indemnification.

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONTRACTOR agree to allocate such liabilities in accordance with this Section.

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

6.1.3 COUNTY review, comment and observation of the CONTRACTOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.1.4 CONTRACTOR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for CONTRACTOR's performance of this Agreement and its work product(s).

6.2 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7 0 Independent Contractor

7.1 CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

7.3 CONTRACTOR shall work closely with COUNTY in performing Services under this Agreement.

7.4 The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

7.5 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8 0 Authority to Practice. The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws. In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting.

10.1 The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of a subcontactor to timely or properly perform its obligations shall not relieve CONTRACTOR of its obligations hereunder.

11.0 Federal and State Taxes. The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONTRACTOR be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes. The CONTRACTOR understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONTRACTOR, relating to conviction for a public entity crime.

13.0 COUNTY's Responsibilities. COUNTY shall be responsible for providing information in the COUNTY's possession that may reasonably be required by CONTRACTOR, including; existing reports, studies, financial information, and other required data that are available in the files of the COUNTY.

14.0 Termination of Agreement.

14.1 This Agreement may be terminated by the CONTRACTOR upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONTRACTOR.

14.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONTRACTOR.

14.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONTRACTOR shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure).

15.1 Neither the COUNTY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and

governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Gadsden County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

17.0 Non-Discrimination. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver. A waiver by either COUNTY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability.

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement.

20.1 The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONTRACTOR pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification. The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns.

22.1 COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONTRACTOR shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Gadsden County Board of County Commissioners by executed amendment.

23.0 Contingent Fees. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the CONTRACTOR shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents.

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

25.2 CONTRACTOR shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the COUNTY in order to perform the Scope of Services described herein.

25.2.2. Upon request from the COUNTY provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.

25.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the CONTRACTOR does not transfer all records to the COUNTY.

25.2.4. Transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to the COUNTY.

25.2.5. If CONTRACTOR does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONTRACTOR fails to provide records when requested, the CONTRACTOR may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-875-8671, MEDIA@GADSDENCOUNTYFL.GOV, AND 9-B E. JEFFERSON STREET, QUINCY, FL 32351.

26.0 Access and Audits.

26.1 CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement, or longer as may be required by law in the event of audits, law suites, etc. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONTRACTOR's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the County or Auditor to the Gadsden County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONTRACTOR, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice.

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

As to COUNTY:

County Administrator
Gadsden County
9-B East Jefferson St.
Quincy, FL 32301

As to CONTRACTOR:

William D. Rutherford, AIA, President
CRA
2027 Thomasville Road
Tallahassee, FL 32308

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

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

28.0 Service of Process.

As to COUNTY: Chairman of the Board of County Commissioners
Gadsden County Florida
9-B E. Jefferson Street
Quincy, Florida 32351

As to CONTRACTOR: **William D. Rutherford, AIA, President**
CRA
2027 Thomasville Road
Tallahassee, FL 32308

29.0 Contract Administration

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

30.0 Key Personnel

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

Name: Brian Yarborough
Name: James Lewis
Name: William D. Rutherford

31.0 Appropriations.

31.1 CONTRACTOR acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 Grant Conditions. This project is funded in whole or part with State of Florida grant funds through grant agreements with the Florida Division of Emergency Management, and are applicable and enforceable for the work provided under this Agreement. It is the responsibility of the Contractor to obtain, review, and be familiar with the grant agreements herein incorporated by reference in this Agreement and the RFQ 25-02.

33.0 Scrutinized Companies. Contractor certifies that it is not ineligible to submit a bid or proposal for, or enter into a contract or renewal thereof, with any local government entity as a result of the application of Section 287.135, Fla. Stat. In addition, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, is not on the Scrutinized Companies with Activities in the Iran Petroleum Sector List, and does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, as required by Section 287.135(5), Fla. Stat. In addition, Contractor understands that this reference allows for termination of this Agreement, at the option of the County, if Contractor is found to have submitted a false certification.

34.0 Attachments to the Agreement

A. RFQ 2025-02
B. Contractor's Proposal
C. Contractor's Negotiated Cost Proposal and Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed on the Effective Date as provided above.

CLEMENTS, RUTHERFORD & ASSOCIATES	GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
Signature: _____ Name _____ Title _____ Date:	Signature: _____ Eric Hinson, Chairman _____ Date:

Approved as to form and legal sufficiency, subject only to the full and proper execution by the Parties:

COUNTY ATTORNEY

_____
Louis Baptise, Esq.

ATTEST:

GADSDEN COUNTY CLERK OF THE COURT:

_____
Nicholas Thomas

Attachment A: RFQ 25-02

Attachment B: Contractor's Proposal

Attachment C: Contractor's Negotiated Cost Proposal and Rates

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 4, 2025

To: Honorable Chairman and Members of the Board

From: Florida Department of Health Gadsden County

Subject: Approval of the Annual Contract Between the Gadsden County Board of County Commissioners and the Florida Department of Health for the Operations of the Gadsden County Health Department

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Statement of Issue:

Pursuant to Florida Statute Chapter 154, this item seeks Board approval of the annual contract between the Gadsden County Board of County Commissioners and the Florida Department of Health for the operation of the Gadsden County Health Department for the Contract Year 2025-2026.

Background:

Florida Statute Chapter 154 requires this contract be executed each fiscal year by October 1st. The Contract includes planned revenue, planned expenditures, special projects, and the projected reserve balance as required in Statute. Quarterly reports are submitted to the County monitoring any variances from the planned data.

Analysis & Findings:

The projected reserve balance is split as County or State revenue based on the contributions by each. The Gadsden County Health Department's projected operating budget for Fiscal Year 2025-2026 is $4,184,599.00.

Options:

1. Approval of annual contract between the Gadsden County Board of County Commissioners and the Florida Department of Health for the operations of the Gadsden County Health Department and authorize the Chairman to sign.

2. Do not Approve.

3. Board Direction.

Interim County Administrator's Recommendation:

Option 1.

Attachments:

- 2025-2026 Contract between Gadsden County Board of County Commissioners and the State of Florida Department of Health for the operation of the Gadsden County Health Department.

CONTRACT BETWEEN
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
GADSDEN COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2025-2026

This contract is made and entered into between the State of Florida, Department of Health ("State"), and the Gadsden County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2025. State and County are jointly referred to as the "parties".

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through the "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Gadsden County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract to ensure coordination between the State and the County in the operation of the CHD.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2025, through September 30, 2026, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated according to the termination provisions outlined in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as outlined in Part III of Attachment II hereof, to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment that may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state, and local funds and shall include

those services mandated on a state or federal level. Examples of environmental health services include but are not limited to, food hygiene, safe drinking water supply, sewage, and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services that protect the health of the general public through the detection, control, and eradication of diseases that are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control, and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include but are not limited to first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is outlined in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions, or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed $ 4,184,559 *(State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C)*. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash, or local contributions)* as provided in Attachment II, Part II is an amount not to exceed $ 600,000 *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment)*.

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either the current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase or decrease, the CHD will revise Attachment II and send a copy of the revised pages to the County and the State's Office of Budget and Revenue Management. If the County initiates the increase or decrease, the County shall notify the CHD in writing. The CHD will then revise Attachment II and send a copy of the revised pages to the State's Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Gadsden County
278 LaSalle Leffall Drive
Quincy, FL 32351

5. CHD DIRECTOR or ADMINISTRATOR. Both parties agree the director or administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the State's Deputy Secretary for County Health Systems. The director or administrator shall be selected by the State with the concurrence of the County. The director or administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long-Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as outlined in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide purchasing contract has been implemented for those goods or services. In such cases, the CHD director or administrator must sign a justification, therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD following the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records, and documents following the Generally Accepted Accounting Principles, as promulgated by the Governmental Accounting Standards Board, and the requirements of federal or state law. These records shall be maintained as

required by the State's Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which is subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records, and documents must be adequate to allow the CHD to comply with the following reporting requirements:

i. The revenue and expenditure requirements in the Florida Accounting Information Resource System; and

ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet; and

iii. Financial procedures specified in the State's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda; and

iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Gadsden County.

e. That any surplus or deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited or debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus or deficit funds accruing to the State and County is determined each month and at the contract year-end. Surplus funds may be applied toward the funding requirements of each party in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner that clearly illustrates the amount which has been credited to each party. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director or administrator determines that an emergency exists wherein a time delay would endanger the public's health and the State's Deputy Secretary for County Health Systems have approved the transfer. The State's Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record-keeping requirements.

h. At the request of either party, an audit may be conducted by an independent certified public accountant on the financial records of the CHD, and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133, as revised, and may be in conjunction with audits performed by the County government. If audit exceptions are found, then the director or administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for five years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until the resolution of the audit findings.

k. The CHD shall maintain the confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the State's Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice concerning client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification, or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and right to a fair hearing to the final governing authority of the CHD. Specific references to existing laws, rules, or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Compliance and Non-Discrimination Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report; and

ii. A written explanation to the County of service variances reflected in the year-end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service-specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the State's Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports are delayed due to circumstances beyond the CHD's control:

i. March 1, 2026, for the reporting period of October 1, 2025, through December 31, 2025; and

ii. June 1, 2026, for the reporting period of January 1, 2026, through March 31, 2026; and

iii. September 1, 2026, for the reporting period of April 1, 2026 through June 30, 2026; and

iv. December 1, 2026, for the reporting period of July 1, 2026 through September 30, 2026.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

d. CHD assumes the responsibilities of cost for insurance of all County owned vehicles utilized by the CHD.

e. CHD assumes the responsibilities of cost for maintenance and mechanical repairs of all County owned vehicles utilized by the CHD. The CHD will reimburse the County for fuel costs based on the signed fuel contract.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than 180 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than 24 hours' notice.

c. Termination for Breach. This contract may be terminated by either party for a material breach of an obligation hereunder, upon no less than 30 days' notice. Waiver of a breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance, or payment hereunder, extends beyond the fiscal year beginning July 1, 2025, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, under section 287.0582, Florida Statutes.

b. Contract Managers. The name and addresses of the contract managers for the parties under this contract are as follows:

For the State:

Robert Kilts
Name
Contract Manager
Title
P.O. Box 1000

Quincy, Florida 32351
Address

Robert.kilts@flhealth.gov
Email Address
850-743-6075 ext. 6075
Telephone

For the County:

Reginald James
Name
Interim County Manager
Title
P.O. Box 1799

Quincy, Florida 32351
Address

rjames@gadsdencountyfl.gov
Email Address
850 875-8656
Telephone

If different contract managers are designated after the execution of this contract, the name, address, email address, and telephone number of the new representative shall be furnished in writing to the other parties and attached to the originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

d. Notices. Any notices provided under this contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section 9.b., above.

In WITNESS THEREOF, the parties hereto have caused this 8-page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October 2025.

BOARD OF COUNTY COMMISSIONERS FOR GADSDEN COUNTY	**STATE OF FLORIDA DEPARTMENT OF HEALTH**
SIGNED BY: _____	**SIGNED BY:** _____
NAME: _____	**NAME:** Joseph A. Ladapo, M.D., Ph.D.
TITLE: _____	**TITLE:** State Surgeon General
DATE: _____	**DATE:** _____
ATTESTED TO:	
SIGNED BY: _____	**SIGNED BY:** A. Cooksey
NAME: _____	**NAME:** Adrian Cooksey
TITLE: _____	**TITLE:** CHD Director or Administrator
DATE: _____	**DATE:** 9/4/25

ATTACHMENT I

GADSDEN COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	Service	Requirement
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Periodic financial and programmatic reports as specified by the program office.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

ATTACHMENT I (Continued)

		levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140. Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9.	School Health Services	Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10.	Tuberculosis	Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11.	General Communicable Disease Control	Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
12.	Refugee Health Program	Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

GADSDEN COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

		Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1.	CHD Trust Fund Ending Balance 09/30/25	-131761	440217	308456
2.	Drawdown for Contract Year October 1, 2025 to September 30, 2026	0	-139961	-139961
3.	Special Capital Project use for Contract Year October 1, 2025 to September 30, 2026	0	0	0
4.	Balance Reserved for Contingency Fund October 1, 2025 to September 30, 2026	-131761	300256	168495

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

GADSDEN COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2025 to September 30, 2026

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	CHD - TB COMMUNITY PROGRAM	15,008	0	15,008	0	15,008
015040	FAMILY PLANNING GENERAL REVENUE	60,065	0	60,065	0	60,065
015040	PRIMARY CARE PROGRAM	177,385	0	177,385	0	177,385
015040	RACIAL & ETHNIC DISPARITIES - CHD EXPENSES	52,000	0	52,000	0	52,000
015040	SCHOOL HEALTH SERVICES	107,445	0	107,445	0	107,445
015050	CHD GENERAL REVENUE NON-CATEGORICAL	1,308,886	0	1,308,886	0	1,308,886
GENERAL REVENUE TOTAL		1,720,789	0	1,720,789	0	1,720,789
2. NON GENERAL REVENUE - STATE						
015010	ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	1,084	0	1,084	0	1,084
NON GENERAL REVENUE TOTAL		1,084	0	1,084	0	1,084
3. FEDERAL FUNDS - STATE						
007000	AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	15,277	0	15,277	0	15,277
007000	BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT	47,375	0	47,375	0	47,375
007000	WIC BREASTFEEDING PEER COUNSELING PROG	14,375	0	14,375	0	14,375
007000	COMPREHENSIVE COMMUNITY CARDIO - PHBG	99,534	0	99,534	0	99,534
007000	STRATEG APPR TO HLTH EQ FOR POPULA WITH DIABETES	63,180	0	63,180	0	63,180
007000	FAMILY PLANNING TITLE X - GRANT	53,948	0	53,948	0	53,948
007000	PUBLIC HLTH INFRASTRUCTURE & WORKFORCE/CENTRAL 1	107,160	0	107,160	0	107,160
007000	THE NATIONAL CARDIOVASCULAR HEALTH PROGRAM	9,427	0	9,427	0	9,427
007000	INFANT MORTALITY	12,487	0	12,487	0	12,487
007000	IMMUNIZATION ACTION PLAN	12,322	0	12,322	0	12,322
007000	MATERNAL MORTALITY	12,487	0	12,487	0	12,487
007000	BASE COMMUNITY PREPAREDNESS CAPABILITY	26,911	0	26,911	0	26,911
007000	AIDS PREVENTION	68,721	0	68,721	0	68,721
007000	IMPROVING STD PROGRAMS	51,624	0	51,624	0	51,624
007000	TOBACCO STATE AND COMMUNITY INTERVENTIONS	118,818	0	118,818	0	118,818
007000	CESSATION TREATMENT AND COUNSELING	47,850	0	47,850	0	47,850
007000	WIC PROGRAM ADMINISTRATION	388,452	0	388,452	0	388,452
015075	SCHOOL HEALTH SERVICES	258,846	0	258,846	0	258,846
FEDERAL FUNDS TOTAL		1,408,794	0	1,408,794	0	1,408,794
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	CHD STATEWIDE ENVIRONMENTAL FEES	21,539	0	21,539	0	21,539
001092	CHD STATEWIDE ENVIRONMENTAL FEES	350	0	350	0	350
001206	SANITATION CERTIFICATES (FOOD INSPECTION)	1,083	0	1,083	0	1,083
001206	SEPTIC TANK RESEARCH SURCHARGE	300	0	300	0	300
001206	PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	175	0	175	0	175
001206	DRINKING WATER PROGRAM OPERATIONS	207	0	207	0	207
001206	REGULATION OF BODY PIERCING SALONS	18	0	18	0	18
001206	ONSITE SEWAGE TRAINING CENTER	230	0	230	0	230
001206	TATTO PROGRAM ENVIRONMENTAL HEALTH	6	0	6	0	6

ATTACHMENT II

GADSDEN COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2025 to September 30, 2026

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001206 MOBILE HOME & RV PARK FEES	487	0	487	0	487
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	24,395	0	24,395	0	24,395
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
OTHER CASH CONTRIBUTION TOTAL	0	0	0	0	0
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	49,000	49,000	0	49,000
001148 CHD CLINIC FEES	0	9,150	9,150	0	9,150
MEDICAID TOTAL	0	58,150	58,150	0	58,150
7. ALLOCABLE REVENUE - STATE:					
001004 CHD STATEWIDE ENVIRONMENTAL FEES	130	0	130	0	130
018000 CHD CLINIC FEES	100	0	100	0	100
ALLOCABLE REVENUE TOTAL	230	0	230	0	230
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	100,377	100,377
PHARMACY DRUG PROGRAM	0	0	0	4,800	4,800
WIC PROGRAM	0	0	0	1,494,086	1,494,086
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	858	858
IMMUNIZATIONS	0	0	0	73,527	73,527
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	1,673,648	1,673,648
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008020 CHD LOCAL REVENUE & EXPENDITURES	0	600,000	600,000	0	600,000
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	600,000	600,000	0	600,000
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001077 CHD CLINIC FEES	0	27,250	27,250	0	27,250
001094 CHD LOCAL ENVIRONMENTAL FEES	0	4,040	4,040	0	4,040
001110 VITAL STATISTICS CERTIFIED RECORDS	0	60,000	60,000	0	60,000
FEES AUTHORIZED BY COUNTY TOTAL	0	91,290	91,290	0	91,290
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	1,400	1,400	0	1,400
001054 CHD CLINIC FEES	0	200	200	0	200
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	100,100	100,100	0	100,100
010300 MIGRANT LABOR HOUSING INSPECTION H-2A PROGRAM	0	600	600	0	600
011001 HEALTHY START MEDIPASS WAIVER - COALITION TO CHD	0	2,800	2,800	0	2,800
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	139,961	139,961	0	139,961
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	245,061	245,061	0	245,061
12. ALLOCABLE REVENUE - COUNTY					

ATTACHMENT II

GADSDEN COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2025 to September 30, 2026

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001004 CHD STATEWIDE ENVIRONMENTAL FEES	0	130	130	0	130
018000 CHD CLINIC FEES	0	100	100	0	100
COUNTY ALLOCABLE REVENUE TOTAL	0	230	230	0	230
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	0	0
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	3,155,292	994,731	4,150,023	1,673,648	5,823,671

ATTACHMENT II

GADSDEN COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing. Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2025 to September 30, 2026

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st	2nd	3rd	4th (Whole dollars only)	State	County	Grand Total
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	1.33	390	481	30,227	25,910	30,227	26,338	29,104	49,063	78,167
SEXUALLY TRANS. DIS. (102)	3.86	460	706	98,152	84,135	98,152	85,526	291,128	74,837	365,965
HIV/AIDS PREVENTION (03A1)	1.05	0	5	31,415	26,929	31,415	27,373	116,673	459	117,132
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.00	0	0	0	0	0	0	0	0	0
ADAP (03A4)	0.27	0	0	7,560	6,480	7,560	6,587	28,070	117	28,187
TUBERCULOSIS (104)	0.67	13	13	17,977	15,410	17,977	15,665	23,395	43,634	67,029
COMM. DIS. SURV. (106)	0.11	0	0	2,576	2,208	2,576	2,246	0	9,606	9,606
HEPATITIS (109)	0.00	0	0	0	0	0	0	0	0	0
PREPAREDNESS AND RESPONSE (116)	0.57	0	62	15,561	13,339	15,561	13,559	58,020	0	58,020
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL RECORDS (180)	1.19	2,341	5,701	25,354	21,734	25,354	22,093	0	94,535	94,535
COMMUNICABLE DISEASE SUBTOTAL	9.05	3,204	6,968	228,822	196,145	228,822	199,387	546,390	272,251	818,641
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	4.27	0	0	132,430	113,518	132,430	115,395	493,773	0	493,773
WIC (21W1)	6.02	1,492	16,026	140,067	120,065	140,067	122,048	522,247	0	522,247
TOBACCO USE INTERVENTION (212)	1.08	0	0	39,307	33,694	39,307	34,251	146,559	0	146,559
WIC BREASTFEEDING PEER COUNSELING (21W2)	2.40	0	4,302	30,912	26,498	30,912	26,936	115,258	0	115,258
FAMILY PLANNING (223)	2.82	526	1,115	79,276	67,955	79,276	69,078	149,060	146,525	295,585
IMPROVED PREGNANCY OUTCOME (225)	0.01	0	0	422	362	422	367	1,573	0	1,573
HEALTHY START PRENATAL (227)	0.00	0	0	0	0	0	0	0	0	0
COMPREHENSIVE CHILD HEALTH (229)	1.16	445	450	31,833	27,288	31,833	27,739	14,581	104,112	118,693
HEALTHY START CHILD (231)	0.09	1,089	7,848	2,032	1,742	2,032	1,772	0	7,578	7,578
SCHOOL HEALTH (234)	7.53	0	27,315	190,335	163,155	190,335	165,851	366,291	343,385	709,676
COMPREHENSIVE ADULT HEALTH (237)	2.98	234	340	73,629	63,114	73,629	64,158	265,753	8,777	274,530
COMMUNITY HEALTH DEVELOPMENT (238)	4.06	0	0	110,179	94,445	110,179	96,006	410,809	0	410,809
DENTAL HEALTH (240)	0.00	0	0	0	0	0	0	0	0	0
PRIMARY CARE SUBTOTAL	32.42	3,786	57,396	830,422	711,836	830,422	723,601	2,485,904	610,377	3,096,281
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.53	72	103	8,823	7,563	8,823	7,688	2,321	30,576	32,897
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.53	72	103	8,823	7,563	8,823	7,688	2,321	30,576	32,897
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.00	0	0	38	32	38	32	140	0	140

ATTACHMENT II

GADSDEN COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2025 to September 30, 2026

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st (Whole dollars only)	2nd	3rd	4th	State	County	Grand Total
FOOD HYGIENE (348)	1.26	54	139	22,238	19,063	22,238	19,378	82,268	649	82,917
BODY PIERCING FACILITIES SERVICES (349)	0.00	0	0	27	23	27	23	0	100	100
GROUP CARE FACILITY (351)	0.55	61	133	9,444	8,096	9,444	8,230	21	35,193	35,214
MIGRANT LABOR CAMP (352)	0.03	2	11	872	748	872	761	1,401	1,852	3,253
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.43	116	212	8,276	7,094	8,276	7,212	4,717	26,141	30,858
POOLS/BATHING PLACES (360)	0.10	7	35	2,253	1,932	2,253	1,964	8,398	4	8,402
BIOMEDICAL WASTE SERVICES (364)	0.28	112	73	5,694	4,881	5,694	4,963	21,221	11	21,232
TANNING FACILITY SERVICES (369)	0.00	0	0	70	60	70	60	0	260	260
Group Total	2.65	352	603	48,912	41,929	48,912	42,623	118,166	64,210	182,376
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.00	0	0	0	0	0	0	0	0	0
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	1,377	1,181	1,377	1,200	0	5,135	5,135
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	83	71	83	73	0	310	310
RABIES SURVEILLANCE (366)	0.12	40	116	2,860	2,452	2,860	2,493	5	10,660	10,665
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.12	40	116	4,320	3,704	4,320	3,766	5	16,105	16,110
ENVIRONMENTAL HEALTH SUBTOTAL	3.30	464	822	62,055	53,196	62,055	54,077	120,492	110,891	231,383
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	672	576	672	586	2,506	0	2,506
MEDICAID BUYBACK (611)	0.00	0	0	325	279	325	283	0	1,212	1,212
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	997	855	997	869	2,506	1,212	3,718
TOTAL CONTRACT	44.77	7,454	65,186	1,122,296	962,032	1,122,296	977,934	3,155,292	994,731	4,150,023

ATTACHMENT III

GADSDEN COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION CERTIFICATE

1. The CHD agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the Department.

2. The CHD assures that it will comply with the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

3. Assurance of Civil Rights Compliance: The CHD hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

   By providing this assurance, the CHD agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

   This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.
   This assurance is binding on the CHD, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the CHD.

4. Confidentiality of Data, Files, and Records: The CHD agrees to restrict the use and disclosure of confidential USDA, Women, Infant, and Children (WIC) applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable.

Attachment IV

Fiscal Year - 2025 - 2026

Gadsden County Health Department

Facilities Utilized by the County Health Department

Complete Location (Street Address, City, Zip)	Facility Description And Offical Building Name (if applicable) (Admin, Clinic, Envn Hlth, etc.)	Lease/ Agreement Number	Type of Agreement (Private Lease thru State or County, other - please define)	Complete Legal Name of Owner	SQ Feet	Employee Count (FTE/OPS/ Contract)
278 LaSalle Leffall Drive Quincy 32351	Gadsden County Health Department Main Site	020-9001	Core Contract	County Board of County Commissioners	21,000	56

Facility *- a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilites. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.*

ATTACHMENT V
GADSDEN COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

CONTRACT YEAR	STATE	COUNTY	TOTAL
2024-2025*	$ 0	$ 0	$ 0
2025-2026**	$ 0	$ 350000	$ 350000
2026-2027***	$ 0	$ 0	$ 0
2027-2028***	$ 0	$ 0	$ 0
PROJECT TOTAL	$ 0	$ 350000	$ 350000

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: 82320100

PROJECT NAME: GADSDEN CHD-INTERIOR RENOVATIONS

LOCATION/ADDRESS: 278 LASALLE LEFALL DR., QUINCY, FL 32351

PROJECT TYPE:

NEW BUILDING		ROOFING	
X RENOVATION		PLANNING STUDY	
NEW ADDITION		OTHER	

SQUARE FOOTAGE: 600

PROJECT SUMMARY:

The Gadsden County Health Department is requesting a minor renovation within the clerical unit and lobby area of the health department. The clerical unit occupies approximately 500-600 sq. ft of the health department and has not been updated since the early 80's. The GCHD wishes to update the space to ensure the check-in process for clinical and vital statistics is confidential and ADA compliant. The counter space is not customer or staff friendly as the countertop and keyhole are elevated approximately one- two feet higher than the clerical personnel and one-two feet lower for customers visiting the health department. This dissimilarity causes customers to look down at staff and staff to look up at customers. Communication is a constant struggle between the two and privacy is almost non-existent based on the current open concept. The renovation will also require modifications to the current flooring and seating for the expansion of current lobby space.

START DATE *(Initial expenditure of funds)* : 7012023

COMPLETION DATE: 6302026

DESIGN FEES: $ 0

CONSTRUCTION COSTS: $ 0

FURNITURE/EQUIPMENT: $ 0

TOTAL PROJECT COST: $ 350000

COST PER SQ FOOT: $ 583

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

2025/2026 FDOH-GADSDEN FEE SCHEDULE

Full Fee will be established at 100% to 125% of Medicare Fee

Fees Effective July 1, 2025

CPT Codes Description of Service

CPT CODES	Description of Service	Medicaid Fee	Medicare Fee	CLINIC FEE
99070	Minimum charge for clinic supplies and in addition to all visit charges, non sliding			
99211	Nursing Assessment/Established Patient RN Service Only	$ 14.55	$ 22.18	$ 30.00
99212	Problem Focused Visit / Established Patient (minimum MD, ARNP service)	$ 25.58	$ 36.43	$ 50.00
99213	Expanded Problem Focues Visit/Established Patient	$ 31.17	$ 68.39	$ 75.00
99214	Detailed Visit / Established Patient	$ 48.57	$ 129.70	$ 113.00
99215	Comprehensive Office Visit/Est Patient High Complexity and time comsuming visit	$ 70.62	$ 181.61	$ 152.00
99201	Problem Focused Visit / New Patient			
99202	Expanded Problem Focused/New Patient	$ 46.74	$ 73.00	$ 75.00
99203	Detailed Office Visit / New Patient	$ 71.88	$ 112.81	$ 120.00
99204	Comprehensive Office Visit/New Patient	$ 107.37	$ 169.08	$ 180.00
99205	Comprehensive Office Visit / New Patient High Complexity and time consuming visit	$ 140.89	$ 188.11	$ 220.00
	Family Planning Initial/Annual ARNP visit (pap and labs added to visit charge)			$ 140.00
	Family Planning Annual ARNP (pap and labs added to this visit charge)			$ 125.00
	Family Plannning Counseling by MD, ARNP or RN			$ 115.00
	Family Planning Supply (Excludes Depo) Pharmaceuticals are charged in addition to visit			$ 50.00
88141	Family Planning Repeat Pap (add level of office visit to this charge)	$ 21.37	$ 21.37	$ 30.00
99211	Family Planning Infection Check (office visit only add lab charges to visit)	$ 14.55	$ 36.43	$ 30.00
81025	Pregnancy Test-Urine			$ 30.00
84702	Pregnancy Test-Serum			$ 45.00
	Depo			$ 55.00
	IUD Placement			$ 150.00
57170	Diaphragm	$ 42.15		$ 75.00
58301	IUD Removal	$ 70.33		$ 125.00
	Colopolscopy			$ 150.00
	Colopolscopy Pathology			Lab Cost
CPT CODES	**Description of Service**	**Medicaid Fee**	**Medicare Fee**	**CLINIC FEE**
99381-99394	Child Well-Screening (New Patient) Age under 1 year	$ 71.47		$ 125.00
99383	Child Well Screening	$ 76.95		
99391-99394	Child Well Screening (Established Patient) Age under 1 year	$ 71.47		$ 115.00
92567	Tympanogram			
99385-9938	Adult Well Screening (New Patient) 18-39 years	$ 71.47		$ 160.00
99396	Adult Well Screening (New Patient)	$ 97.23		
99395-9939	Adult Well Screening (Established Patient) 18 - 39 years	$ 71.47		$ 135.00
	STD Treatment			$ 15.00
90675	Rabies Administration of Vaccine (charged with office visit and vaccine fee)			$ 10.00
99000	Handling of specimen and transfer to lab			$ 10.00
	03-TEST Rapid HIV Test and Counseling			No Charge
86403	Strep Test			$ 20.00
82948	Fasting Blood Sugar			$ 5.00
80051	Chem 7			$ 10.00
80053	Chem 20			$ 15.00
81000	Urinalysis Dipstick			$ 5.00
85013	Hemotocrit			$ 5.00
85018	Hemoglobin			$ 5.00
83655	Lead Blood			$ 25.00
85660	Sickle Cell			$ 5.00
82270	Hemocult			$ 5.00
80061	Lipid Panel			$ 12.00
85025	CBC with Diff			$ 12.00
83036	Hbg A1C			$ 12.00
80438	Thyroid Panel			
86708	Hepatitis A antibody			$ 15.00
86706	Hepatitis B Surface Antibody			$ 35.00
87517	Hepatitis B Surface Antigen			$ 65.00
86803	Hepatitis C Antibody			$ 65.00
86787	Varicella Titer			$ 40.00

CPT CODES	Description of Service	Medicaid Fee	Medicare Fee	CLINIC FEE
86735	Mumps Titer			$ 40.00
86762	Measles Titer			$ 40.00
86762	Rubella Titer			$ 40.00
90471	Administration of Vaccine or injectable			$ 15.00
90658	Flu Shot			$ 45.00
90732	Pueumovax			$ 45.00
90651	HPV Vaccine			$ 230.00
90746	Adult Hep B (per injection, 3 required)			$ 80.00
90632	Adult Hep A 19-99			$ 150.00
90718	Adult TD			$ 40.00
90707	Adult MMR 19-99			$ 75.00
90375	Rabies Immune Globulin RIG			$ 250.00
90675	Rabies Post Exposure Vac. Series (approx.) per shot (listed fee is minimum charge)			$ 385.00
90698	Adult Tdap			$ 50.00
90716	Varicella			$ 240.00
90733	Meningitis/ Menactra			$ 125.00
90713	IPV			$ 35.00
90749	Rabies Pre Exposure Titer Plus Office Visit Charge			$ 150.00
SCPHY	Gadsden County School Physical			$ 45.00
	Gadsden Employment Physical			$ 75.00
93000	Cardiovascular Screening (EKG)			$ 25.00
97802	Medical Nutrition Therapy (initial assessment and intervention, face to			$ 50.00
97803	Medical Nutrition Therapy (Reassessment and intervention, face to face with patient 15 mins.)			$ 35.00
97804	Group 30 minutes			
G01	DSME CLASS (Includes Individual Assessment and 5 group sessions)			
99341	Home Visit for the evaluation and management of new patient-15 minutes		$ 54.13	
99347	Home Visit for the evaluation and management of an established -patient 15 minutes		$ 54.43	
	Health Education Class (2 hours)			$ 150.00
	Copies of Records (per page)			$ 1.00
	Faxing of Records or permits (per page)			$ -

Fees are assessed on a sliding scale based on income as per

Florida Administrative Code 64-F16. If eligibility is waived the full fee is applicable for each visit. If required documents for eligibility determination are not provided full fee is applicable. All services not paid for at the time of service will be billed to the patients mailing address. If a patient has insurance and the Health Department is not a participating provider the patient is required to pay the full fee and is provided a receipt to bill their own insurance for reimbursement.

	A	B	C	D	E	F
1	**GADSDEN CHD EH FEES**	**Fee**	**Late Fee**	**County Fee**	**Food Plan Review**	**Proposed Recommended**
2	BIOMEDICAL WASTE - 64					
3	Biomedical Waste Permit	$85.00	$25.00			
4	GROUP CARE 51					
5	Group Care (except public schools)			$50.00	per hour $40.00	increase $25.00
6	**LIMITED WATER - 57**					
7	Limited Use Water, under 24 people	$90.00		$50.00		
8	Registered well	$15.00				
9	Chemical sample testing	varies				$50.00
10						
11	PRIVATE WATER - 59					
12	Microbiological sample testing	$50.00		$5.00		
13						
14	**MIGRANT LABOR - 52**					
15	Migrant Labor Camp	5- 50 $125.00, 51-100 $225.00, >100 $500.00				
16	MOBILE HOME PARKS - 54					
17	Mobile Home Park- 5 to 25	$100.00		$50.00		
18	Mobile Home Park - 26 to 149	$4.00 per space, not less than $100.00		$50.00		
19	Mobile Home Park- 150 and above	not more than $600.00		$50.00		
20	**POOLS - 60**					
21	Swimming Pools - less than	<=25000 gallons $125.00,				
22	Swimming Pools - more than	>25000 gallons $250.00				Initial Permit- $125.00
23	TANNING - 69					
24	Tanning	$150.00	$25.00			
25	**TATTOO ARTIST -49**					
26	Tattoo Artist	$60.00	$25.00			
27	Tattoo Artist Late Fee	$25.00				
28	FOOD HYGIENE - 48					
29	Food Hygiene based on types		$25.00		per hour $40.00	
30	3 x a year school cafeteria inspections	$170.00				
31	4 x a year school cafeteria inspections	$200.00				
32	After school program	$170.00				
33	Bar, Fraternal, or other	$190.00				
34	Mobile Food Unit	$180.00				
35	Comm.Based Res. Fac.	$135.00				
36	Concession Stand	$100.00				
37	Detention Center	$250.00				
38	Hospital	$250.00				
39	Limited Food	$110.00				
40	Max Food	$300.00				
41	Other	$190.00				
42	County Fee			$50.00		
43	Reinspection Fee	$25.00				

	A	B	C	D	E	F
44	OSTDS OPERATING PERMITS - 61					
45	**EH OSTDS - New Permit Without Soil**	**$320.00**				
46	EH OSTDS Construction Application and Plan Review New	$100.00				
47	EH OSTDS Construction Permit (New or Mod Amend)	$55.00				
48	EH OSTDS Construction System Inspection Research Fee	$5.00				
49	EH OSTDS Construction County New & Mod System	$125.00				
50	EH OSTDS Application Approval Existing, No Inspection	$35.00				
51						
52	**EH OSTDS - Modification Permit Without Soil**	**$265.00**				
53	EH OSTDS Construction Application& Existing System	$50.00				
54	EH OSTDS Construction Permit (Repair)	$55.00				
55	EH OSTDS Application Approval Existing, No Inspection	$35.00				
56	EH OSTDS Construction County New & Mod System	$125.00				
57						
58	**EH Repair Permit Without Soils**	**$195.00**				
59	EH OSTDS Construction Application & Existing System	$50.00				
60	EH OSTDS Construction Permit (Repair)	$55.00				
61	EH OSTDS Application Approval Existing, No Inspection	$35.00				
62	EH OSTDS Construction System Inspection Training Center	$5.00				
63	EH Gadsden County Repair Permit Fee			$50.00		
64						
65	**EH OSTDS Existing System Letter for Permit**	**$85.00**				
66	EH OSTDS Application Approval Existing, No Insp	$35.00				
67	EH OSTDS Construction Gadsden County Existing Syst Insp	$50.00				
68						
69	**EH OSTDS Abandonment Permit**	**$100.00**				
70	EH OSTDS Construction Abandonment Permit and Insp	$50.00				
71	EH OSTDS Abandonment County Fee			$50.00		
72						
73	**EH OSTDS Amendment**	**$55.00**				
74	EH OSTDS Permit Amendment for New System	$55.00				
75						

	A	B	C	D	E	F
76	**EH OSTDS - Reinspection's**	**$100.00**				
77	EH OSTDS - Reinspection - Construction	$50.00				
78	EH OSTDS - Reinspection - County Fee			$50.00		
79						
80	**EH OSTDS - Operating Permit ATU/PBTS - One Year**	**$100.00**				
81						
82	**EH OSTDS - Operating Permit Commercial**	**$150.00**				
83						
84	**EH OSTDS - Operating Permit I/M**	**$150.00**				
85						
86	**EH OSTDS - Portable/Temp Toilet**	**$75.00**				
87						
88	**EH OSTDS - Reinspection - Construction**	**$50.00**				
89						
90	**EH OSTDS - Septage Disposal Permit**	**$115.00**				
91						
92	**EH OSTDS - Site Eval - Additional Service**	**$50.00**				
93						
94	**EH OSTDS - Holding Tank Permit**	**$235.00**				
95						
96						
97						
98						
99						

FY 25/26

GADSDEN CHD VITAL STATISTICS FEES

Certificates	Current Cost	Current Additional copies
Birth Certificate	$15.00	$10.00
Death Certificates	$10.00	$6.00

Department of Health

Schedule C - County Health Department by Appropriation Category

Fiscal Year 2025 / 2026

As of Date 9/2/2025

Printed 9/2/2025 / 7:42:43AM

County Health Department: **GADSDEN**

Revenue Object Code - Federal Funds

Revenue Object	Description	Funding Period	L5	Revenue OCA	Expenditure OCA	Amount
007000	FGTF/BREAST & CERVICAL CANCER-ADMIN CASE MAN	7/1/2025 - 6/29/2026	237	BCA26	BCA26	$47,375.00
007000	WIC BREASTFEEDING PEER COUNSELING	7/1/2025 - 6/30/2026	213	BPC24	BPC24	$14,375.00
007000	STRATEG APPR TO HLTH EQ FOR POPULA WITH DIABETES	7/1/2025 - 6/29/2026	210	DIB26	DIB26	$31,590.00
007000	PUBLIC HLTH INFRASTRUCTURE & WORKFORCE/CENTRAL	7/1/2025 - 6/30/2026	238	HIW23	HIW23	$107,160.00
007000	INFANT MORTALITY	7/1/2025 - 6/30/2026	225	IFM25	IFM25	$12,487.00
007000	MATERNAL MORTALITY	7/1/2025 - 6/30/2026	225	MM255	MM255	$12,487.00
007000	PHEP-COMMUNITY PREPAREDNESS CAPABILITY	7/1/2025 - 6/30/2026	116	PHCP6	PHCP6	$26,911.00
007000	AIDS PREVENTION	7/1/2025 - 5/31/2026	111	PRV26	PRV26	$17,257.00
007000	STD PCHD	7/1/2025 - 2/28/2026	102	STD23	STD23	$8,604.00
007000	WIC ADMINISTRATION	7/1/2025 - 9/30/2025	211	WIC25	WIC25	$95,104.00
007000	WIC ADMINISTRATION	10/1/2025 - 6/30/202	211	WIC26	WIC26	$293,348.00
015075	SCHOOL HEALTH TITLE XXI	7/1/2025 - 6/30/2026	234	SCHOL	SCHOL	$258,846.00
				Subtotal - Federal Funds		**$925,544.00**

Department of Health

Schedule C - County Health Department by Appropriation Category

Fiscal Year 2025 / 2026

As of Date 9/2/2025

Printed 9/2/2025 / 7:42:43AM

County Health Department: **GADSDEN**

Revenue Object Code - Other State Funds

Revenue Object	Description	Funding Period	L5	Revenue OCA	Expenditure OCA	Amount
015010	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE	7/1/2025 - 6/30/2026	364	BU000	BU000	$1,084.00
015010	TOBACCO COMMUNITY INTERVENTION	7/1/2025 - 6/30/2026	212	TCI26	TCI26	$118,818.00
				Subtotal - Other State Funds		**$119,902.00**

Department of Health

Schedule C - County Health Department by Appropriation Category

Fiscal Year 2025 / 2026

As of Date 9/2/2025

Printed 9/2/2025 / 7:42:43AM

County Health Department: **GADSDEN**

Revenue Object Code - State General Revenue

Revenue Object	Description	Funding Period	L5	Revenue OCA	Expenditure OCA	Amount
015040	COMMUNITY TB PROGRAM	7/1/2025 - 6/30/2026	104	7F000	7F000	$15,008.00
015040	FAMILY PLANNING GENERAL REVENUE	7/1/2025 - 6/30/2026	223	FMPGR	FMPGR	$60,065.00
015040	ALG/PRIMARY CARE	7/1/2025 - 6/30/2026	401	PCG00	PCG00	$177,385.00
015040	CLOSING THE GAP PROGRAM	7/1/2025 - 6/30/2026	210	REDCH	REDCH	$52,000.00
015040	SCHOOL HEALTH GENERAL REVENUE	7/1/2025 - 6/30/2026	234	SCHOL	SCHOL	$107,445.00
015050	NON-CATEGORICAL GENERAL REVENUE	7/1/2025 - 6/30/2026	400	NCGRV	NCGRV	$1,308,886.00
				Subtotal - State General Revenue		**$1,720,789.00**

LOCAL REVENUES: Local Funds Required to Support Current Budget Authority **$1,386,494.00**

TOTAL ANTICIPATED REVENUES **$4,152,729.00**

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 5, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator

Subject: Approval of The William S. Stevens COVID Shelter's Change Order No. 3 (authorizes the use of contingency funds and revises the completion date) and Change Order No. 4 (authorizes purchase of appliances, worktables, awning, etc.)

Statement of Issue:

This agenda item is presented to the Board for approval of two (2) change orders for The William S. Stevens COVID Shelter's:

- Change Order No. 3 – 1) to authorize the use of contingency funds allocated in the original bid and funded by the grant, and 2) to extend the contract completion date by 30 days for a revised completion date of July 1, 2025
- Change Order No. 4 to authorize the purchase of appliances, worktables, awning, etc.

Background:

Rehabilitation of The William S. Stevens High School into a COVID Shelter is funded by CDBG-CV Contract No. 22CV-S09. Labor for the work under this contract is being performed by two contractors: Dewberry Engineering (ITB 23-02; engineering and project management) and Graybelle Construction (ITB 24-06 Rebid; construction).

Both contractors and the County executed Change Order No. 1 to decrease the contract price for construction by $42,000. Change Order No. 2 was then executed to extend the date of substantial completion by 61 days, establishing June 1, 2025, as the revised date of substantial completion.

Change Order No.3 is requested to authorize the use of $30,127.72 of the $50,000.00 contingency funds allocated in the original bid and funded by the grant. These funds will address scope revisions encountered during the construction phase of the project. All items have been reviewed and accepted in the field. Additionally, unanticipated modifications to the parking area, pond, and electrical infrastructure have resulted in the need to retroactively extend the substantial completion date to July 1, 2025. The request to extend the date of substantial completion is also included in Change Order No. 3.

Change Order No. 4 is requested to authorize the purchase of appliances, worktables, awning, etc. using the allocated contingency funds referenced in Change Order No. 3 in addition to other funds readily available in the construction line item. The total cost for appliances is $40,810.00.

Analysis:

The funder (Florida Commerce) completed an itemized review and approval of all appliances, worktables, and awnings to be purchased with allocated funds.

Fiscal Impact:

Approval of Change Order No. 3 and 4 associated with Contract No. 22CV-S09 will result in the construction contract price being increased to a price comparable to the original contract amount, as noted below.

- Original Contract Amount – $1,658,680
- Decreased Contract Amount – $1,616,680 (per Change Order No. 1)
- Increased Contract Amount – $1,657,490 (per Change Order No. 3)

Options:

1. Approve the Chairman to provide the required information and signature.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1, 2, or 3.

Attachments:

1. Change Order No. 3 (Project No. 50154474 for Contract No. 22CV-S09)
2. Change Order No. 4 (Project No. 50154474 for Contract No. 22CV-S09)

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 3

Date of Issuance:		Effective Date:	
Owner:	Gadsden County BOCC 1 East Jefferson Street, Ste B Quincy, FL 32351	Owner's Contract No.:	
Contractor:	Graybelle Construction 1588 Marion Ct. Tallahassee, FL 32303	Contractor's Project No.:	
Engineer:	Dewberry Engineers Inc. 101 N Monroe St, Suite 710 Tallahassee, FL 32309	Engineer's Project No.:	50154474
Project:	W.S. Stevens Covid Shelter	Contract Name:	

The Contract is modified as follows upon execution of this Change Order: This change order authorizes the use of $30,127.72 of the $50,000.00 contingency funds allocated in the original bid and funded by the grant. These funds will address scope revisions encountered during the construction phase of the project. All items have been reviewed and accepted in the field. The contract completion date is extended by 30 days, resulting in a new completion date of July 1, 2025.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 1,658,680.00	Original Contract Times: Substantial Completion: 190 days Ready for Final Payment: 210 days days or dates
[Increase] **[Decrease]** from previously approved Change Orders No. 1 to No. 2: $ 42,000.00	**[Increase]** from previously approved Change Orders No. 0 to No. 2: Substantial Completion: 251 days Ready for Final Payment: 271 days days or dates
Contract Price prior to this Change Order: $ 1,616,680.00	Contract Times prior to this Change Order: Substantial Completion: 251 days Ready for Final Payment: 271 days days or dates
[Increase] [Decrease] of this Change Order: **$0.00**	**[Increase]** of this Change Order: Substantial Completion: **30 days** Ready for Final Payment: **30 days** days or dates
Contract Price incorporating this Change Order: **$ 1,616,680.00**	Contract Times with all approved Change Orders: Substantial Completion: **281 days** Ready for Final Payment: **301 days** days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Vice President	Title:	Title:
Date: 09/05/2025	Date:	Date:

Approved by Funding Agency (if applicable)

By: Date:

Title:

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 4

Date of Issuance:		Effective Date:	
Owner:	Gadsden County BOCC 1 East Jefferson Street, Ste B Quincy, FL 32351	Owner's Contract No.:	
Contractor:	Graybelle Construction 1588 Marion Ct. Tallahassee, FL 32303	Contractor's Project No.:	
Engineer:	Dewberry Engineers Inc. 101 N Monroe St, Suite 710 Tallahassee, FL 32309	Engineer's Project No.:	50154474
Project:	W.S. Stevens Covid Shelter	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description: This change order includes purchases such as appliances, work tables, awning, etc. (see attached).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 1,658,680.00	Original Contract Times: Substantial Completion: 190 days Ready for Final Payment: 210 days days or dates
[Increase] **[Decrease]** from previously approved Change Orders No. 1 to No. 2 : $ 42,000.00	**[Increase]** from previously approved Change Orders No. 0 to No. 3 : Substantial Completion: 281 days Ready for Final Payment: 301 days days or dates
Contract Price prior to this Change Order: $ 1,616,680.00	Contract Times prior to this Change Order: Substantial Completion: 281 days Ready for Final Payment: 301 days days or dates
[Increase] of this Change Order: **$ 40,810.00**	[Increase] [Decrease] of this Change Order: Substantial Completion: N/A Ready for Final Payment: N/A days or dates
Contract Price incorporating this Change Order: **$ 1,657,490.00**	Contract Times with all approved Change Orders: Substantial Completion: N/A Ready for Final Payment: N/A days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Vice President	Title	Title
Date: 09/05/2025	Date	Date

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Stevens School Appliance List

Item	Cost	Tax	Delivery and Installation	Mark-Up	Total
Microwave Oven - ACP Model No. RCS10DSE	$664.87	$49.87	$200.00	$182.95	$1,097.69
RANGE, 36", 6 OPEN BURNER Venancio USA Model No. G36ST 36B	$4,592.61	$344.45	$650.00	$1,117.41	$6,704.47
CONVECTION OVEN, ELECTRIC -Southbend (Middleby) Model No. PCE11S/SD	$5,132.45	$384.93	$600.00	$1,223.48	$7,340.86
GAS FLOOR FRYER - VALYR Model No. VALGF 120NG	$860.91	$64.57	$250.00	$235.10	$1,410.57
ICE MAKER, CUBE-STYLE	$6,258.39	$469.38	$475.00	$1,440.55	$8,643.32
WORK TABLE, STAINLESS STEEL TOP Klinger's Trading Model No. 16GA ABST3084	$683.19	$51.24	$35.00	$153.89	$923.32
WORK TABLE, CABINET BASE SLIDING DOORS - Klinger's Trading Model No. BCB3060 W/SHELF	$1,453.94	$109.05	$35.00	$319.60	$1,917.58
WORK TABLE, STAINLESS STEEL TOP Klinger's Trading Model No. AST2448	$350.78	$26.31	$35.00	$82.42	$494.51
WORK TABLE, STAINLESS STEEL TOP Klinger's Trading Model No. ABST1848	$317.27	$23.80	$35.00	$75.21	$451.28
WORK TABLE, STAINLESS STEEL TOP Klinger's Trading Model No. 16GA ABST2448	$802.10	$60.16	$35.00	$179.45	$1,076.71
WORK TABLE, STAINLESS STEEL TOP Klinger's Trading Model No. 16GA AST3060	$2,236.58	$167.74	$35.00	$487.86	$2,927.19
GAS CONNECTOR HOSE KIT/ASSEMBLY Krowne Model No. M7548K	$567.00	$42.53	$0.00	$121.91	$731.43
SHELVING, WALL MOUNTED FOR OVER 3-COMP SINK BKWS 1684	$229.11	$17.18	$100.00	$69.26	$415.55
BLUE HOSE GAS CONNECTOR KIT Dormont Manufacturing Model No. 1675KIT48	$269.55	$20.22	$0.00	$57.95	$347.72
BLUE HOSE GAS CONNECTOR KIT Dormont Manufacturing Model No. 16100KIT48	$339.00	$25.43	$0.00	$72.89	$437.31
AWNING					$5,890.50

TOTAL **$40,810.00**

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 4, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Rose Raynak, Finance Director

Subject: Approval of the CDBG-DR EMS Quincy Grant Agreement M0026 Amendment #2 to Extend the Agreement Expiration Date through September 30, 2026.

Statement of Issue:

This agenda item seeks Board approval of the CDBG-DR EMS Quincy Grant Agreement M0026 (the "Agreement"), Amendment #2 to extend the Agreement expiration date through September 30, 2026, and approval for the Chairman to sign the Amendment #2.

Background:

At the August 5, 2025, Board meeting, the Board approved sending a letter (Attachment 1) to the Department of Commerce (Commerce) seeking Amendment #2 to the Agreement to extend the agreement due to circumstances beyond the County's control. Commerce concurred with the County's request and provided Amendment #2 for the Board's approval and the Chairman's signature.

Amendment #2 will extend the Agreement through September 30, 2026. Commerce understands that construction may take longer due to unforeseen events such as inclement weather, material delays, etc. Therefore, if additional time for construction completion is needed, the County may submit a letter seeking Amendment #3 to extend the Agreement through September 30, 2027, which is consistent with the expiration date of the master CDBG-DR Agreement between Commerce and HUD.

Analysis:

Approval of Amendment #2 is crucial to the continued progress of the EMS Quincy station, which is required before Commerce will approve the County's RFQ for a Contract Manager at Risk for the construction of the new facility.

Staff are seeking Board approval of the CDBG-DR EMS Quincy Grant Agreement M0026, Amendment #2, to extend the Agreement expiration date through September 30, 2026, and approval for the Chairman to sign the Amendment #2.

Fiscal Impact:

This is a cost reimbursement agreement. There is no cost associated with this agenda item.

Options:

1. Approve the CDBG-DR EMS Quincy Grant Agreement M0026, Amendment #2 to extend the Agreement expiration date through September 30, 2026, and approval for the Chairman to sign the Amendment #2.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachments:

1. Agenda Item/Letter to Commerce
2. Agreement Amendment #2

Board of County Commissioners
Agenda Request

Date of Meeting: August 5, 2025

Date Submitted: July 22, 2025

To: Honorable Chairman and Members of the Board

From: Roosevelt Morris, Interim County Administrator
Rose Raynak, Finance Director

Subject: Approval of the CDBG-DR EMS Quincy Grant Agreement M0026 Letter to Florida Commerce Requesting Amendment #2 to Extend the Agreement Expiration Date through September 30, 2027.

Statement of Issue:

This agenda item seeks Board approval of the CDBG-DR EMS Quincy Grant Agreement M0026, letter to Florida Commerce (Commerce) requesting Amendment #2 to extend the Agreement expiration date through September 30, 2027, and approval for the Chairman to sign the letter.

Background:

The original Agreement scope of work was amended and extended per Amendment #1, executed on or about August 13, 2023, which substantially changed the project scope from a renovation of an existing facility to the construction of a new facility at a different location on an undeveloped parcel off Joe Adams Road. Amendment #1 triggered a full HUD federal environmental assessment (EA) at the Joe Adams Road location to ensure it was free of any environmental concerns or substantial mitigation findings.

The EA began in May 2023, with approval from Commerce, and all required documents and requests for additional information were submitted to Commerce's satisfaction on or about September 18, 2024. On or about September 20, 2024, the County received the Commerce Clearance letter and the HUD Approval to Use Grant Funds (AUGF), which had a contingency requiring Commerce to approve the final design package and for the County to obtain required state permits before construction could begin. The final design package could not be developed until the County received the Commerce Clearance letter and the AUGF to ensure that no substantial design or mitigation requirements would need to be taken into consideration.

The final draft design package was completed and submitted to Commerce in March 2025. Commerce approved the draft final design on May 13, 2025. However, Commerce will not remove the AUGG condition, releasing the project for actual construction until all state permitting is completed. Permit applications could not be completed and submitted to the permitting agencies until the County received approval of the final draft design package. Permit applications are now in process.

Additionally, the County received permission from Commerce to issue an RFP for a Professional Construction Manager at Risk (CMAR) for the construction of the EMS-Quincy Facility, vs. a design-build approach. The CMAR process should result in savings and expedited construction completion. Commerce's approval of the RFP CMAR procurement package is also requested before it can be advertised, and Commerce must review and approve the potential award documents and final draft contract before the County can enter into a contract with the selected CMAR, which will further extend the time before construction can begin. The draft RFP for CMAR services was provided to Commerce on May 26, 2025, for review and feedback. As of this date, Commerce has not approved the RFP for CMAR services; however, County staff follow up bi-weekly with Commerce. Once Commerce approves the RFP for CMAR services, it will be advertised. The procurement process can take a minimum of 90 days to complete from the advertisement date to contract execution.

Due to the circumstances discussed above, Commerce advised County staff to seek Amendment #2 to extend the Agreement to complete the project. CRA, the design professional, is confident that the EMS facility can be completed by September 2027, if not sooner. Construction target dates and milestones will be determined when a CMAR is under contract.

Analysis:

Due to no fault of the County as discussed above, the project cannot be completed by September 30, 2025. The CDBG-DR grant between Commerce and HUD was extended through 2027, due to the need for other grantees to complete projects. Commerce staff were provided with the draft attached letter in May for review, and in July, advised staff to proceed with the letter (Attachment #1) requesting Amendment #2 to extend the agreement.

Should the Board approve this agenda item, staff will transmit the signed letter to Commerce to process the Agreement Amendment #2. Upon receipt of the official Agreement Amendment #2 from Commerce, staff will present an agenda item for Board approval and signature.

Staff are seeking Board approval of the CDBG-DR EMS Quincy Grant Agreement M0026, letter to Commerce requesting Amendment #2 to extend the Agreement expiration date through September 30, 2027, and approval for the Chairman to sign the letter.

Fiscal Impact:

This is a cost reimbursement agreement. There is no cost associated with this agenda item.

Options:

1. Approve the CDBG-DR EMS Quincy Grant Agreement M0026, letter to Florida Commerce (Commerce) requesting Amendment #2 to extend the Agreement expiration date through September 30, 2027, and approval for the Chairman to sign the letter.
2. Do not approve.

3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachments:

1. Letter to Commerce

Gadsden COUNTY

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

TRANSMITTED VIA EMAIL

August 5, 2025

Ms. Angela Lewis, FCCM
Office of Long-Term Resiliency
Florida Commerce
Tallahassee, Florida

RE: CDBG-DR Agreement M0026 Gadsden County EMS Facility Construction Amendment #2

Dear Ms. Lewis,

On behalf of the Board of County Commissioners, the County is seeking an extension to the above-referenced Agreement, which expires September 30, 2025. This extension is necessary for the County to complete the work under the Agreement, as amended.

The original Agreement scope of work was amended and extended per Amendment #1, executed on or about August 13, 2023, which changed the project scope from a renovation of an existing facility to the construction of a new facility at a different location on an undeveloped parcel off Joe Adams Road. This Amendment #1 triggered a full HUD federal environmental assessment (EA) at the Joe Adams Road location to ensure it was free of any environmental concerns or substantial mitigation findings.

The EA began in May 2023, with approval from Commerce, and all required documents and requests for additional information were submitted to Commerce's satisfaction on or about September 18, 2024. On or about September 20, 2024, the County received the Commerce Clearance letter and the HUD Approval to Use Grant Funds (AUGF), which had a contingency requiring Commerce to approve the final design package and for the County to obtain required state permits before construction could begin. The final design package was delayed until the County had the Commerce Clearance letter and the AUGF to ensure that no substantial design or mitigation requirements would need to be taken into consideration.

The design package was completed and submitted to Commerce in March 2025. Commerce approved the draft final design on May 13, 2025. However, the AUGF condition releasing the project for actual construction will not be removed until Commerce receives the state permit from the Northwest Florida Water Management District. The permit application is in process.

Additionally, the County received permission from Commerce to issue an RFP for a Professional Construction Manager at Risk (CMAR) vs. a design-build approach for the construction of the EMS-Quincy Facility. The County must have approval of the RFP procurement package submitted to Commerce in May 2025, before it can be advertised. Furthermore, Commerce must approve the award documents and final draft contract before the County can enter into a contract with the selected CMAR for the work, which will further extend the time before construction can begin. The entire CMAR procurement process, from advertisement date to award, can take a minimum of 90 days to complete.

Due to the circumstances discussed above the County is respectfully seeking an extension of the Agreement, as amended through September 30, 2027, which is our understanding mirrors the State's CDBG DR grant

expiration date. If approved, the County is confident the project can be completed by September 2027, if not before.

Your consideration and approval of this request for an extension is appreciated.

Sincerely,

Eric Hinson
Chairman

Enclosure (1)

Docusign Envelope ID: CFEB55DC-4E10-4EA0-820E-47CD9EE3E6E9

AMENDMENT TWO
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
REBUILD FLORIDA GENERAL INFRASTRUCTURE REPAIR PROGRAM
SUBRECIPIENT AGREEMENT

On **April 13, 2022**, the State of Florida, Department of Commerce ("Commerce") and **Gadsden County, Florida** ("Subrecipient") entered into agreement M0026 ("Agreement"). Commerce and the Subrecipient may individually be referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, Section 4, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS the Agreement was previously amended on **August 11, 2023**; and

WHEREAS the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **Section 3, Period of Agreement**, is hereby deleted in its entirety and replaced with the following:

   (3) Period of Agreement. This Agreement begins **April 13, 2022**, (the "Effective Date") and ends **September 30, 2026**, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary of the Division of Community Development approves such extension.

2. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

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IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number M0026, as amended. This Amendment is effective on the date the last Party signs this Amendment.

GADSDEN COUNTY, FLORIDA	FLORIDA DEPARTMENT OF COMMERCE
SIGNED:	SIGNED:
ERIC HINSON	**J. ALEX KELLY**
CHAIRMAN	**SECRETARY**
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 4, 2023

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator

Subject: Consideration of approval of Site Selection for proposed Boys & Girls Club and Community Center (Quincy, FL).

Statement of Issue:

This agenda item seeks Board review and approval of the site selection for a proposed new COVID-19 sensitive Boys and Girls Club & Community Center within the corporate limits of the City of Quincy.

Background:

The State of Florida 2023-2024 General Appropriations Act, line 2341A, appropriated Three Million Six Hundred Eighteen Thousand Seven Hundred and Five Dollars and Zero Cents ($3,618,705.00) to the Gadsden County Board of Commissioners (Grantee) to fund construction of a hurricane-resistant, COVID-19 sensitive Boys and Girls Club & Community Center facility.

Analysis:

Several candidate sites were considered for this project. Those sites include: the (1) New Life Church site currently located on 7 acres (5 acres offered for acquisition), (2) former Patches Roller Skating Rink located on a 1.8 acre assemblage of properties, (3) former Stevens School site, located on 1.45 Acre site County-owned site which is adjacent to a City of Quincy-owned Community Center situated on 2.6 acres for a total of 4.059 acres, (4) the MLK Track Site, a 10.94 acre parcel owned by the City of Quincy which currently has a quarter-mile track paved on a portion of it. (5) the Strong Road 22 acres County-owned parcel and (6) the City of Quincy -owned site located on the 4 acres parcel next to the Joseph Ferolito Recreation Center.

Fiscal Impact:

No Fiscal Impact (Option 1)

Options:

1. Approve Staff Recommendation of Site 5 – the County-owned 22 acres site on Strong Road, for the proposed new COVID-19 sensitive Boys & Girls Club & Community Center.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 5. The 22-acre site on Strong Road, which belongs to the County, provides ample space for parking and expansions. It also has adequate space for construction of a community swimming pool to teach our youth how to swim. It is proximity to a school and adjacent to a low-income housing complex.

Attachment(s):

1. Site Selection Rendering

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 3, 2025

To: Honorable Chairperson and Members of the Board

From: Reginald James, Interim County Administrator
Temeka Rollins, Probation Manager

Subject: Approval of Request for Corrections Software Solutions Contract

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Statement of Issue:

This agenda item seeks Board approval of a contract with Corrections Software Solutions (CSS) for the purchase and implementation of a new probation case management system for the Gadsden County Probation Division.

Background:

On November 19, 2013, the Board of County Commissioners approved the purchase of a case management system contract through Creative Data Solutions, Inc. (CDS).

On May 22, 2025, CDS notified the Gadsden County Probation Division of their intent to terminate all support services effective November 30, 2025. In addition, CDS is also the system currently used by the Gadsden County Clerk of Court, which likewise received a termination notice with an effective date of September 30, 2025.

As a result, the Probation Division must secure a replacement system to continue case management and operational functions without disruption.

.**Analysis:**

CSS has offered the most cost-effective proposal and will develop a web-based information system to suit the needs of the Gadsden County Probation Division. The system will improve workflow efficiency and provide critical functions. The system will ensure accurate and efficient case management, support compliance with reporting requirements, and strengthen the Division's ability to track probation outcomes.

Fiscal Impact:

The cost of implementation includes:

- One-time mobilization fee: **$3,000**
- Data conversion fee: **$1,500**
- Monthly license fee: **$620** (includes up to 5 users at $124 per user)

Options:

1. Approve the contract with CSS and authorize the Chairman to sign all related documents.

2. Do not approve the contract with CSS.

3. Board direction.

County Administrator's Recommendation

Option 1.

Attachment:

Corrections Software Solutions Professional Services Agreement

Corrections Software Solutions License Agreement

Corrections Software Solutions Cost Proposal for Gadsden County Probation

ATTACHMENT 1 TO PROFESSIONAL SERVICES AGREEMENT

NONEXCLUSIVE LICENSE AGREEMENT

Corrections Software Solutions, L.P. ("CSS"), with offices located at 316 North Lamar Boulevard, Austin, Texas 78703, for good and valuable consideration, subject to and conditioned on Licensee's payment of fees and compliance with all other terms and conditions of this Agreement and the Professional Services Agreement, hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable ("License") to:

Gadsden County Board of County Commissioners – County Probation, collectively "Licensee",

to use certain software programs and related materials ("Programs") for the designated processing system identified in the attached **CONTRACT**, subject to the terms and conditions hereof.

Programs shall include executable modules for each software program identified in any Contract or Addendum to this Agreement; User Help is contained in the application.

TERMS AND CONDITIONS

1. LICENSE

Licensee acknowledges that it shall be a licensee of Corrections Software Solutions, L.P. ("CSS") under the terms and conditions of this License Agreement, and that Licensee obtains hereby only a non-exclusive, limited license to use or access the Programs. Licensee has the right to permit access and use of the Program(s) by authorized Licensee employees, up to the User Number specified in **Professional Services Agreement** hereto. Licensee shall assign a unique User Identification Number to each authorized User, and shall provide to CSS a list of authorized Users and their User Identification Numbers upon request by CSS.

As specified in **Professional Services Agreement** hereto, CSS shall provide the Programs or access to them to Licensee based either on installation of the Programs by CSS at the Licensee's principal offices or such other location agreed upon in the Professional Services Agreement. Licensee shall be solely responsible for providing access to the Internet and for the costs of accomplishing such access, including without limitation costs of an Internet Service Provider.

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All license fees and any first year support fees, mobilization, user, multiple-site or other fees, along with any installation and training fees, whether specified herein or in an associated contract for services by CSS, shall be paid to CSS upon mutual execution of this License Agreement or as specified in Professional Services Agreement hereto or in such services agreement. Any other sums due hereunder shall be payable within thirty (30) days of Licensee's receipt of CSS's invoice therefore. Any past due amounts shall bear interest from the date when due until paid at the highest rate allowable by law. All payments due hereunder shall be made in lawful money of the United States of America, and shall be made to CSS at its address specified above or at such address as may from time to time be designated by CSS in writing. In addition to the fees, charges, expenses and other amounts due and payable under this License Agreement, Licensee shall pay any and all local, state, federal, and other sales, use, excise, privilege or gross receipts taxes and duties, tariffs, assessments or levies, however designated, assessed or levied, resulting from this License or any activities conducted hereunder (exclusive of taxes based on CSS's net income); provided, that if Licensee claims legal exemption from any tax or taxes, such as sales tax, it shall promptly provide CSS with a copy of the applicable tax exemption certificate.

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f. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or allow any other person to do so in any way or manner without the prior written authorization of CSS.

g. **CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS.**

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5. LIMITATION OF LIABILITY.

IN NO EVENT WILL CSS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER CSS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL CSS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO CSS UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $500,000, WHICHEVER IS LESS.

6. TERMINATION

Upon termination of this License for any reason, Licensee shall promptly uninstall, delete or otherwise permanently remove all copies of the Programs from any and all computers and storage devices or media of any kind in Licensee's possession or under its control or right of control on which a copy may reside (hereinafter); and deliver to CSS all copies of the Programs including all materials related thereto that are in Licensee's possession or under its control or right of control, whether or not provided by CSS hereunder, or copied or created by Licensee or its employees, agents or representatives, in whatever form and on whatever medium made, recorded or stored, together with all portions, reproductions, and modifications thereof, pertaining to the Programs; and shall also warrant in writing to CSS that all copies thereof have been deleted from all of Licensee's equipment (or other equipment in Licensee's possession or under its control or right of control) and either destroyed or returned to CSS as required hereunder. Within ten (10) days of request by CSS, Licensee shall certify in writing to CSS that, to the best of Licensee's knowledge, the original and all copies, in whole or part, of the Programs, in Licensee's possession or under its control or right of control, including all related materials and copies, have been deleted, destroyed or returned to CSS. In addition, all documentation, listings, notes or other written material pertaining to the Programs shall be returned to CSS or deleted or destroyed and so certified in writing by Licensee.

CSS shall have the right to terminate this License Agreement, by giving written notice of such termination to Licensee, in the event that the Licensee (i) fails to pay CSS in full any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to comply fully with any of the Licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or comply fully with any other material term or obligation set forth in this License Agreement. CSS's right of termination shall be in addition to any other right or remedy it may have at law or in equity.

This License shall immediately and automatically terminate upon any offer or attempt of Licensee to: assign, sublicense or otherwise transfer it in whole or part, or any rights granted herein, to any third party, or to assign, condition or avoid any obligations imposed herein, without the express written consent of CSS; or upon any such assignment or transfer, condition or avoidance, or right or option thereto, of any kind, actual or constructive, whether by operation of law, lawful order or otherwise, including without limitation appointment of a receiver or a trustee in bankruptcy or an assignment in favor of Licensee's creditors.

CSS reserves the right immediately to terminate this License if any claims for copyright or patent infringement, or infringement or misappropriation of any intellectual property rights, or for unfair competition or trade practices or other misuse, relating to the Programs or any part thereof, are asserted against CSS, any relevant CSS licensor, or Licensee or any of Licensee's employees, officers, agents or representatives. Such determination shall be in the sole discretion of CSS. Termination on this basis shall be effective on notice in writing to Licensee by CSS, stating the reason for such termination.

7. NO WARRANTY

CSS PROVIDES THE PROGRAMS TO LICENSEE AS IS. CSS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OR FUNCTIONALITY OF THE PROGRAMS, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE. CSS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED OR PROVIDED IN THE PROGRAMS WILL MEET THE LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE PROGRAMS OR THEIR OPERATIONS OR OUTPUT PRODUCTS OR FILES WILL BE FREE FROM VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL AGENTS. CSS DOES NOT WARRANT, AND EXPRESSLY DISCLAIMS, ANY AND ALL RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED BY LICENSEE FOR USE WITH OR BY THE PROGRAMS, OR ON WHICH THE PROGRAMS OPERATE.

8. INDEMNIFICATION

(a) Indemnification by CSS. CSS shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("Losses") incurred by Licensee resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Programs, or any use of the Programs in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights provided that Licensee promptly notifies CSS in writing of the claim, cooperates with CSS, and allows CSS sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Licensee agrees to permit CSS, at CSS's sole discretion, to (A) modify or replace the Programs, or component or part thereof, to make it non-infringing, or (B) obtain the right for Licensee to continue use. If CSS determines that none of these alternatives is reasonably available, CSS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Licensee. This Section 8(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Programs in combination with data, software, hardware, equipment, or technology not provided by CSS or authorized by CSS in writing; (B) modifications to the Programs not made by CSS; or (C) third party software.

(b) **INDEMNIFICATION BY LICENSEE.** To the extent permitted by law, Licensee shall indemnify, hold harmless, and, at CSS's option, defend CSS from and against any Losses resulting from any Third-Party Claim based on Licensee's, or any authorized user's: (i) negligence or willful misconduct; (ii) use of the Programs in a manner not authorized or contemplated by this Agreement; (iii) use of the Programs in combination with data, software, hardware, equipment or technology not provided by CSS or authorized by CSS in writing; (iv) modifications to the Programs not made by CSS; or (v) use of any version other than the most current version of the Programs delivered to Licensee, provided that Licensee may not

settle any Third-Party Claim against CSS unless such settlement completely and forever releases CSS from all liability with respect to such Third-Party Claim or unless CSS consents to such settlement, and further provided that CSS will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

SECTION 5 AND SECTION 8(a) SETS FORTH LICENSEE'S SOLE REMEDIES AND CSS'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PROGRAMS INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. EQUITABLE RELIEF

Licensee acknowledges and agrees that because of the unique nature of the Programs irreparable harm to CSS will be caused by a breach by Licensee of its obligations under this License Agreement, that monetary damages will be inadequate to compensate CSS for such harm, and that injunctive relief directed against Licensee and in favor of CSS is an appropriate remedy to enforce the provisions of this License. Such injunctive or other equitable relief shall be cumulative of and shall not preclude or waive any other relief or remedies at law or in equity to which CSS may be entitled.

LICENSEE'S EXCLUSIVE REMEDY HEREUNDER IS TERMINATION OF THIS LICENSE AGREEMENT.

10. MISCELLANEOUS

a. Assignment. Licensee's rights to use the Programs granted in this License may not be assigned, sublicensed, or transferred voluntarily by Licensee, or by operation of law or otherwise, without CSS's prior written consent and the execution of a new License Agreement.

b. Notices. Any notice to be delivered pursuant to this License Agreement shall be deemed delivered upon service, if served personally, or three (3) days after deposit in the United States mail if mailed by first class mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice hereunder, at the address set forth on the first page of this License Agreement or at such other address as shall be specified from time to time in writing by the receiving party.

c. Severability. In the event that any provision of this License Agreement is determined to be invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law.

d. Exclusive Agreement; Modification. This License Agreement constitutes the complete and exclusive statement of the agreement of the parties relative to the licensing of use of the Programs, and supersedes all oral or written proposals or understandings concerning such subject matter. This License Agreement may be modified only pursuant to a writing executed by both parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, this License Agreement shall control any conflict between the terms and conditions of the said order form.

e. Open records requests. Should Licensee receive a request under the federal Freedom of Information Act ("FOIA") or any local or state open records act or regulation (collectively, "Open Records Acts") for disclosure, access to, or copying of any proprietary information provided by or belonging to CSS or any of its licensors, including but not limited to disclosure of, access to, or a copy of the Programs or

any part thereof, Licensee shall immediately notify CSS, including notice in writing and a copy of the said request, so that CSS may determine what steps it may wish to take to protect such information. Time is of the essence in Licensee providing notice to CSS. If the applicable Open Records Act requires a governmental entity or other party contesting whether requested records are required to be disclosed under the Act to do or take any action within some specified time in order to initiate a determination by a judicial or other authority whether disclosure is required, client is required to take such actions as may be necessary or appropriate timely to initiate such process and avoid waiver of its or of CSS' rights to obtain such a determination, and to avoid by delay in informing CSS or in initiating such process materially prejudicing the practical ability of CSS to initiate such process and satisfy applicable requirements to obtain such a determination.

In the event that disclosure is ultimately required, Licensee shall provide to the recipient, along with access to or any copies of such disclosed materials, a notice that the materials are owned by or licensed to CSS, are protected under the federal Copyright Act and other laws, and that recipient is not by virtue of disclosure under the applicable Open Records Act thereby authorized to use, copy, or disseminate the materials without the express written consent of CSS; and that any unauthorized use, copying or dissemination may constitute a violation of federal copyright or other laws, and could therefore subject the recipient or others to civil or criminal penalties.

FAILURE OF LICENSEE TO COMPLY FULLY WITH THE OBLIGATIONS OF THIS SUBSECTION (e) SHALL BE A MATERIAL BREACH OF THIS LICENSE AGREEMENT AND SHALL CONSTITUTE GROUNDS FOR THE IMMEDIATE TERMINATION OF THIS LICENSE AGREEMENT BY CSS, WITHOUT PENALTY THEREFOR OR FURTHER OBLIGATION TO LICENSEE. Such termination shall not relieve Licensee from the obligation to pay any outstanding fees or costs hereunder, or other obligations hereunder that survive termination.

f. Costs; Attorneys Fees. In the event any action or claim is brought by CSS to interpret, apply or enforce this License Agreement, CSS shall be entitled to recover its costs of such action, including, without limitation, attorneys fees, expert fees, and court costs. Neither party may be compelled to arbitrate any claim arising under or related to this License Agreement without its written consent.

g. Survivability. The obligations of Licensee, for example, regarding protection and confidentiality of the Programs, consent to injunction, limitation of liability, remedies, cooperation, governing law and forum selection, payment of accrued fees and costs, and the parties obligations of indemnification and hold harmless set forth herein, shall survive any termination of this License Agreement.

h. Governing Law. This License Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without giving effect to its choice of laws provisions.

i. Forum Selection. Any suit brought by or against CSS arising under, concerning or related to this License Agreement may be brought only in the State of Texas; and jurisdiction and venue for any action arising under, concerning or related to this License Agreement or the related Professional Services Agreement shall be and lie exclusively in the state and county courts of Travis County, Texas, or the United States District Courts of the Western District of Texas, Austin Division.

j. No Waiver of Rights. No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

k. Construction. Descriptive headings or captions in this License Agreement are for convenience only and shall not affect the construction or application of this License Agreement. Words having established technical or trade meanings in the industry shall be so construed. Lists of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender, and use of the singular or the plural herein shall include the other, unless context requires otherwise. In the event of conflict between words and numbers, the words shall control.

l. Cooperation. Licensee shall cooperate fully with CSS in the maintenance and protection by CSS of any intellectual property ownership or other rights or interest of CSS in the Programs or other intellectual property or interests therein that are the subject matter of this License.

APPROVALS

IN WITNESS WHEREOF, this Nonexclusive License Agreement is executed to be effective as of the _____ day of _____, 20____.

Licensee	**Corrections Software Solutions**
BY: _____	**BY:** _____
NAME: _____	**NAME:** James Redus
TITLE: _____	**TITLE:** President
DATE: _____	**DATE:** _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into and executed on the date set forth below, by and between the Gadsden County Board of County Commissioners – County Probation, having its principal place of business at 5 E Jefferson St. Ste A, Quincy, FL 32351 (the "Client"), and Corrections Software Solutions, LP, having its principal place of business at 316 N. Lamar, Austin, Texas 78703, ("CSS"):

WHEREAS, the Client has determined that a public necessity existed to preserve the property of the client inasmuch as the sheer volume of the ministerial acts required data processing services to prevent prejudicial material and significant loss to the Client; and

WHEREAS, the Client has determined that such data processing services would be best provided by independent contractors skilled in the same, and that the Client would materially benefit from the economies and cost efficiencies of providing such services to the Client by data processing consultants such as CSS; and

WHEREAS, CSS is willing to enter into this Agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. EMPLOYMENT. The Client agrees to retain CSS as an independent contractor, and CSS agrees to serve the Client upon the terms and conditions hereafter stated.

2. TERM. This Agreement shall commence *"date"* and shall continue to and including *"date"* ("Expiration Date"). The Client shall have the right and option to continue to receive the services of CSS as provided hereunder for additional periods commencing "date". In the event that the Client elects to continue to receive services from CSS, this Agreement shall automatically renew for an equal term, unless the Client informs CSS in writing ninety (90) days prior to the Agreement expiration date. Upon execution of renewal, the terms of this agreement will remain in effect for an additional equal term.

3. AGREEMENT TERMINATION OR EXPIRATION. Not less than three (3) months prior to the Expiration Date, the Client shall notify CSS whether or not it desires after the Expiration Date to use the CSS Programs. In addition, CSS will provide to the Client, If the Client so elects, (i) training for Systems maintenance and operations of the Client personnel during the three (3) month period prior to the Expiration Date, and at the Client's option, for thirty (30) day increments after the Expiration Date, up to three (3) months; (ii) such other services in connection with conversion of the CSS Programs from operation by CSS to operation by the Client as the Client shall reasonably request; and (iii) such computer and data processing hardware subject to availability as the Client shall require for the operation of the CSS Programs. CSS shall receive compensation for furnishing the services and hardware referred to in clauses

(i) and (ii) above based upon its then prevailing rates for personnel, machine time, and other supplies and shall be paid for any hardware furnished to the Client pursuant to clause (iii) above based upon the fair market value of any such hardware. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, CSS will assist in the transfer of the Client's data files, retained by CSS pursuant to this Agreement, to any other data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of CSS. Further, costs involved with any such transfer of data shall be borne by the Client.

4. FUNDING OUT PROVISION. The continuation of this agreement until *"date"* shall be subject to the approval of the annual cost of this agreement by the Client as an approved item of the Client's Annual Budget Should this agreement fail to be approved as an item in the annual budget, the Client will notify CSS in writing and the operation of this agreement shall fully terminate within sixty (60) days of the date of such notice is received or at an earlier date if so agreed by the parties of this agreement. Provided however, that the Client shall not during the stated term of this Agreement enter into any agreement or arrangement under the terms of which funds subject to the Client's control would be expended to provide the Client services provided under this agreement without paying to CSS all funds due under the terms of this agreement for its full stated term.

5. DUTIES. During the period or periods of CSS's retainer hereunder, CSS shall provide data processing services to the Client. CSS agrees to provide any necessary training to the Client's personnel, when, in the opinion of the parties, it will facilitate and expedite the intent of this Agreement and facilitate the provision of services contemplated hereunder. All support, installation and training associated with this installation are covered under the monthly fee stated in this Agreement.

The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed by **Attachment 1, Non-Exclusive License Agreement**, which is fully incorporated into this Agreement.

6. SPECIAL SERVICES. CSS will provide the Client with such special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services, provided that the Client and CSS agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

7. DATA FILES. The Client's data files and the data contained therein shall be and remain the Client's property and all existing data and data files shall be returned to it by CSS at the Expiration Date or upon earlier termination of this Agreement. The Client's data shall not be utilized by CSS for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased or otherwise disposed of to third parties by CSS or commercially exploited by or on behalf of CSS, its employees or agents. CSS shall establish and maintain reasonable safeguards against the disclosure of information provided to CSS.

8. CONFIDENTIALITY AND PROTECTION OF CLIENT DATA. CSS shall establish and maintain reasonable safeguards against the destruction or loss of the Client's data in the possession of CSS, which safeguards shall at least meet the standards of safety maintained by the Client. CSS agrees not to reveal or disclose any information relating to any case in which services are provided under this Agreement without prior consent from the Client.

9. COMPENSATION AND INVOICING. Commencing *"date"* and on the first day of each succeeding month thereafter during the term of this Agreement or extension hereof, the Client shall pay to CSS monthly in advance at its office in Austin, Texas, as fees for its services a monthly sum of $620.00 for each month during the period or periods of this Agreement. CSS agrees to submit a monthly invoice to Client.

Client also agrees to pay a one-time mobilization fee of $3,000.00 for server setup, application setup and staff training.

10. EARLY TERMINATION.

By CSS: If the Client shall default in the payments to CSS provided for herein above, or shall fail to perform any other material obligation agreed to be performed by Client hereunder CSS shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, CSS shall have the right with no further written notice to terminate this Agreement. In the event the default requires more than ten (10) days to cure, Client shall have a reasonable period to cure the default.

By Client: If CSS shall default and fail to perform any material obligations agreed to be performed by CSS hereunder, the Client shall notify CSS in writing of the facts constituting such default or failure. CSS shall cause such default or failure to be remedied within thirty (30) days after receipt of such written notice. If CSS does not cause such default or failure to be remedied within thirty (30) days after receipt of such written notice, the Client shall have the right, by further written notice to CSS, to terminate the Agreement. Nothing in this Agreement prevents the Client from extending additional time to CSS to cure the problem, at the sole discretion of the Client.

10.1 EARLY TERMINATION FEE. If the Client terminates this Agreement prior to the expiration of the Term ("Early Termination"), the Client shall be responsible for payment of an Early Termination Fee intended to cover costs incurred by the CSS for services rendered, resources allocated, and work performed up to the effective date of termination, including the costs associated with returning Client data.
The Early Termination Fee shall include, at a minimum:

1. All amounts due and payable under this Agreement through the effective date of termination;
2. A fixed termination charge equal to []% of the remaining contract value or a minimum of $[], whichever is greater; and

3. Data extraction and return services, billed in accordance with the hourly rates set forth in the CSS's Hourly Rate Schedule included in the presented cost proposal. Such services shall include, but are not limited to, compiling, formatting, validating, and delivering Client data in a mutually agreed format.

The Early Termination Fee shall be invoiced upon notice of termination and is due in full within thirty (30) days of the effective date of termination. CSS shall have no obligation to release, transfer, or otherwise make available any Client data until all amounts owed, including the Early Termination Fee, have been paid in full.

11. TIME REQUIREMENTS. It is not contemplated by the parties that CSS devote its efforts exclusively to the performance of this Agreement, and CSS shall not be prohibited from engaging in other employment or transacting other business related to its field of endeavor and expertise.

12. INDEPENDENT CONTRACTOR. CSS shall at all times during the term of this Agreement be considered an independent contractor and not an employee of the Client. CSS shall provide its own personnel for the completion of its services hereunder and agrees to properly insure them.

13. PAYMENT TO EMPLOYEES OF CLIENT. CSS warrants that no employee or agent of Client has been retained to solicit or secure this contract and that CSS has not paid or agreed to pay any employee of Client any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the making of this contract or as an inducement for entering into this contract. The unauthorized offering or receipt of such payments may result in immediate termination of this contract by Client.

14. NON-DISCRIMINATION. CSS warrants that it shall not discriminate against any employee or client of the Client on account of race, color, disability, religion, sex, ethnicity, age, or any other legally protected classification.

15. NOTICE. Any notice required to be given hereunder shall be in writing sent by registered mail to the last known business address of the parties. Said notice will be deemed to be received upon three (3) days after it is deposited, postage paid, into a United States mail receptacle or otherwise placed in postal channels.

16. ENVIRONMENT. The Client shall provide a suitable installation environment for the computer equipment utilized in connection with this Agreement, in accordance with the manufacturers requirements, a copy of which is available to the Client upon request in the event the Client does not provide a suitable environment or the Client's employees misuse or in any way abuse said equipment, the Client will be responsible for all costs associated with repair or replacement. In the event CSS provides computer equipment installed at Client's location then Client will provide insurance coverage and be responsible for all costs associated with repair or replacement.

17. CLIENT RESPONSIBILITIES. The Client agrees to fully cooperate with CSS and to make personnel available for the purpose of installation and training. The following is intended

to supplement and clarify, but in no way limit or waive, Client responsibilities elsewhere herein identified:

A. Client agrees to appoint a Project Manager and to notify CSS of such appointment in writing within seven (7) days of executing this Agreement. The Project Manager shall act on the Clients behalf and make commitments pertaining to the service defined herein.

B. Client will make reasonable efforts to ensure appropriate individuals from all effected offices and departments will attend training sessions. Moreover, it is the responsibility of the Project Manager to announce and otherwise communicate to Client's personnel, scheduled training and installation activities.

18. LIMITATIONS. The parties are aware that there may be constitutional and statutory limitations on the authority of the Client to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Client's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on the Client except to the extent authorized by the laws and constitution of the State of Texas.

19. MISCELLANEOUS. This Agreement shall be binding upon the successors and assigns of each party. Other than CSS's granting a Uniform Commercial Code security interest to a third party lender in the accounts receivable/contract rights to receive money under this Agreement and in any equipment furnished by CSS to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement, with its Attachment 1, shall embody the entire agreement between the parties, but may be amended from time to time by the written consent of both parties. An official representative, employee or agent of the Client does not have the authority to amend this Agreement except pursuant to specific authority to do so granted by the Client. This Agreement shall be construed under the laws of the State of Texas, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

Executed this _____ day of_____, 20____:

CLIENT	**CSS**
BY:_____	**BY:**_____
NAME:_____	**NAME:** James Redus
TITLE:_____	**TITLE:** President

DATE:_____ **DATE:**_____

Temeka Rollins
5 E Jefferson St. Ste A
Quincy, FL 32351

August 15, 2025

Temeka,

Corrections Software Solutions (CSS) will propose the following budget consideration of our Case Management System (CMS) for the Gadsden County Board of County Commissioners – County Probation (Client). Our agreement is driven by a Professional Services Agreement and License Agreement for application usage, allowing CSS to provide our application and services to install and maintain the CMS proposed.

- Mobilization Fee will include the Microsoft Azure server environment, the Case Management Application, Initial Training, Go-Live Help Documents, and Staff Travel for Go-Live.

- The Professional Services Agreement includes training, unlimited support, maintenance of the application, Microsoft Azure Cloud Storage of your database/images/scans for the term of the contract.

- For any negotiated special services which may be requested by the department, these services will be quoted outside our license fee. These special services could include requested integrations to other systems or major application adjustments. Any special service would need to be agreed to by both parties and would be subject to these hourly rates:

Type	Hourly Rate
Management	$200
Programming	$160
Quality Assurance/Testing	$100

Monthly License Fee for the Gadsden County Probation Department $620.00
Includes up to 5 users at $124 per user/month (Contract Minimum)

Mobilization Fee – One-Time $3,000.00

Please let us know of any questions and thank you for your consideration. If you are ready to move forward, we can send over a standard proposed contract.

Thanks in advance,

Christopher Lloyd
Corrections Software Solutions, LP
316 North Lamar Blvd
Austin, Texas 78703

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: August 29, 2025

To: Honorable Chairperson and Members of the Board

From: Reginald James, Interim County Administrator

Subject: Approval of Fire and Rescue Interlocal Agreement Between Gadsden County, Florida and the Town of Havana, Florida.

Statement of Issue:

This agenda item seeks board approval of the Interlocal Fire and Rescue Agreement between Gadsden County, Florida, and the Town of Havana, Florida.

Background:

The Town of Havana, Florida currently has a one-year (1) Fire and Rescue Interlocal Agreement with Gadsden County, Florda to provide Fire and Rescue Services within the scope of training and with due diligence in the unincorporated areas of Gadsden County. The Agreement is set to expire on September 30, 2025. Under the current agreement, the Town of Havana opted out of receiving the annual $5,000 Stipend funding from the County, which is designated for reimbursement of firefighters responding to fire and rescue incidents. The Town of Havana, Florida, instead requested that the $5,000 be incorporated into their overall annual funding for Fire and Rescue Services. As a result, their total annual funding has been adjusted to $55,000, and that request will remain in place moving forward.

Analysis:

The proposed Interlocal Fire and Rescue Services Agreements shall remain in force for two (2) years, beginning October 1, 2025, until September 30, 2027. As a result of this expiration adjustment, this agreement would expire at the same time as the other 10 volunteer fire department agreements, ensuring consistent timing for all Fire and Rescue Interlocal Agreements.

Fiscal Impact:

Listed below is the funding the Town of Havana, Florida Volunteer Fire Department will receive.

Town of Havana	$55,000.00

Options:

1. Approve the Interlocal Fire and Rescue Service Agreements and authorize the chairperson to sign.

2. Do not approve.

3. Board direction

County Administrator's Recommendation

Option 1.

Attachment:

Interlocal Fire and Rescue Service Agreements.

INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN THE TOWN OF HAVANA AND THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is effective the 6th day of August 2024 by and between:

a. The Town of Havana, Florida a Florida Municipal Corporation created and existing under the laws of the State of Florida (hereinafter referred to as the "Town of Havana", "the Town"or "Havana"); and
b. The Gadsden County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter referred to as the "County"), as follows:

WITNESSETH

WHEREAS, the Town and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS the Town and County are authorized by Florida Statutes 163.01 to enter Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS the Town maintain a fire department (hereinafter referred to as the "Department") capable of providing fire and rescue service outside each Town's corporate boundaries; and

WHEREAS residents of Gadsden County residing outside of the Town's corporate boundaries are in need of fire and rescue service, and fire and rescue service is a service that the County believes would be beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

WHEREAS the Town and the County recognize that it would be beneficial to both parties to utilize a fire and rescue service for the Town and unincorporated County in the immediate vicinity.

NOW, THEREFORE, in consideration of the following and the mutual obligations of the parties contained herein the parties agree as follows:

1. Authority. This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.

2. Miscellaneous Provisions:

The Town shall:

a. Provide to the County's Fire Chief an affidavit or attestation certifying the following information:
    a) The Town operates according to their Standard Operating Guidelines (SOGs) that meet the minimum requirements of The National Fire Protection Association (NFPA), Florida State Fire Collage, and State Laws.
    b) That each certified firefighter on the Town's roster have completed annual fit-for-duty physicals.
    c) That each certified firefighter on the Town's Fire Department's roster has the following licensures, certifications; or provide accurate register of the following for any member that holds current certifications:
        i. EVOC; Fire 1 or 2 certifications.
        ii. Driver's license(s).
        iii. Results of criminal background checks; and
        iv. ICS 100, 200, 700, and 800.
    d) That all required and necessary quarterly training has been completed by each of the Department's members.
    e) The Town shall not be required to provide the County with any Personal Identifying Information (PPI), information protected under the Health Insurance Portability and Accountability Act (HIPPA) or under any other state or federal privacy law(s) as they may be amended from time to time.

b. The Town agrees to provide access to all County equipment and facilities to County Fire/EMS Staff upon reasonable request, with twenty-four (24) hours' notice.

c. Permit quarterly inspections on all county-owned apparatus and facilities with twenty-four (24) hours' notice.

d. Submit quarterly call logs to the County's Fire Chief.

The Town agrees that failure to comply with any of the above provisions shall result in the withholding of the quarterly payment owed until such time as these provisions are complied with in full.

3. Automatic Aid. The Town's Fire Department will provide automatic aid in the form of first response fire and rescue services, within their scope of training, with due diligence, in all areas of Gadsden County. The Town shall be responsible for responding, with request, to all incidents requiring response in all areas of Gadsden County.

4. Mutual Aid. The Town hereby agrees to provide mutual aid fire and rescue services upon request to all volunteer fire departments in all areas of Gadsden County. Furthermore, each volunteer department also commits to extending this support to fire departments, if available, in other counties, as well as out-of-state counties, in the event of an emergency or upon formal request for assistance. This collaboration is intended to ensure the safety and security of all communities and individuals served by these volunteer fire departments, fostering cooperation and assistance across jurisdictional boundaries.

5. Incident Report. The Town's Fire Department and/or its Fire Chief/Coordinator shall provide a copy of the State of Florida fire incident report to the County's Fire Chief and

the State Fire Marshal's Office with completed information within the time required by law following the report of a County fire incident.

6. Insurance. The County shall insure against liability for the Town's Fire Department while providing fire and rescue service outside the corporate boundaries of the Town as described herein. By voluntarily maintaining such insurance the County is not assuming any liability for the acts or omissions by the Town or the Town's Fire Department. The Town shall maintain liability insurance for the Town's Fire Department while providing fire and rescue service within the Town's corporate boundaries and shall maintain Worker's Compensation and all other insurance required by and in accordance with State law and shall indemnify and hold the County harmless for any acts or omissions made or undertaken while providing fire services within the corporate boundaries of the Town.

7. Insurance on County Owned and Non-County Owned Vehicles. The County will provide the requisite insurance coverage for all vehicles titled to and owned by the County that are used by the Town. The parties agree that insurance coverage for all vehicles that are not titled to or otherwise owned by the County, will be the sole financial responsibility of the Town.

8. Vehicle Provision. The County shall provide a serviceable vehicle/tanker owned and insured by the County during the term of this agreement to be used by the Town's Fire Department to respond to all fire and rescue calls within all areas of the County at no charge by the County to the Town. The Town shall be liable for routine maintenance and minor repairs, and all fuel associated with the vehicle provided herein. All major repairs, which involve single-item costs exceeding $1,000, shall be the responsibility of the County. However, the Town shall notify the county of any needed major repair prior to making such repair on behalf of the County to ensure compliance with the County's Purchasing Policy. This section shall be subject to funding by the Board of County Commissioners and the availability of a serviceable vehicle by the County.

   In the event a major repair is required that will result in downtime exceeding seven (7) days for the vehicle furnished by the County, the County shall furnish a qualified temporary replacement fire service vehicle until the repairs are completed if a vehicle is available.

9. Use of Funds. The Town agrees that funds received from the County under this Agreement shall be used only for costs associated with providing fire and rescue services. Because there is a mutual benefit derived from using all available Town and County equipment and resources on fires, equipment and resources shall not be restricted by geographic boundaries.

10. Records. The Town shall maintain financial records of its expenditures on its Fire Department within guidelines of the State of Florida Uniform Accounting System for Local Governments, shall no later than the 30th day after the end of each quarter provide the County copies of the list of all Fire Department expenditures for the quarter and quarterly reports of fire activity within the unincorporated limits of the County in a form that is uniform throughout the County.

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

IF THE DEPARTMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEPARTMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351, (850) 875-8612, clerkofcourt@gadsdenclerk.com.

The Town's Fire Department must comply with the public records laws, Chapter 119, F.S.; specifically, the Department shall:

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

The County shall have the right from time to time at its sole expense to audit the compliance by the Department with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

11. Payment of Funds. Subject to funding, as set forth below, the County shall pay the Town a total of **$55,000.00** in four equal quarterly payments, for the quarter of October through December, January through March/April through June and July through September, in the first year of the Agreement upon submission of a request for payment by the Town. Any and all payments made by the County and to the Town for the provision of fire and rescue services shall be used only for expenses of the Town's Fire Department and an accurate accounting of all funds is required.

12. Equipment. Except for planned purchases from the fire reserve fund, any single item and/or piece of equipment used solely for fire and rescue service costing $5,000 and above which are purchased with Gadsden funds shall be the property of Gadsden County. All such items and equipment shall be placed on County of Gadsden Inventory, as policy permits. Any equipment purchased with County funding must be standardized equipment to mimic neighboring departments, including but not limited to self-contained breathing apparatus and extrication tools) as specified by the County Fire Chief. Whenever new equipment is purchased with county funding, it must be standardized as specified by the county. The department must contact county fire chief for equipment standardization list.

13. Inspection. The Parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes and Section 24(a), Art. I, of the State Constitution.

14. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.

15. Effective Date. This Agreement shall be effective upon filing in the office of the Clerk of Court of Gadsden County and as of October 1, 2025.

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

17. Expiration. This Agreement shall expire on September 30, 2027, unless terminated earlier as set forth herein or extended by written agreement of the parties.

18. Termination. Either party may terminate this Agreement without cause by providing four (4) months' written notice of intent to terminate. The County or Town may terminate this Agreement for cause immediately without notice. In the event of termination without cause, the County Administrator or his/her designee shall notify the Town upon which such cancellation is effective in writing within ten (10) days of such termination. In the event of termination, the County shall not be responsible for payment of any amounts due as set forth herein after notification of termination.

19. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.

20. Appropriation; Subject to Available Funds. Any amounts due under this Agreement shall be subject to the amounts budgeted by the County as amounts available for expenditure for the continued performance of this Agreement, and the County shall not be liable for any amounts which are not included in the adopted budget for any fiscal year. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not included in an adopted budget. The County's disbursement of funds which were not budgeted or otherwise available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

21. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

22. No Assignment. This Agreement is not assignable.

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

24. Contractual Relationship. The relationship between the County and the Town is such that the Town shall be an independent contractor for all purposes. Neither the Town nor any agent or employee thereof shall be an agent or employee of the County for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Town and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the Town or any other person or entity.

25. Indemnification; Hold Harmless. The Town expressly recognizes and agrees that it is solely responsible for the actions, omissions, maintenance and operation of its Fire Department, and the County shall have no liability or responsibility for any damages or injury that result from or are related to any failure or deficiency in the actions, omissions, maintenance, or operation of the Town's Fire Department at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, the Town shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by

anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from the actions, omissions, maintenance and operation of the Town's Fire Department. The County's responsibility under this Agreement is limited solely to the payment of funds and maintenance of insurance as set forth herein, and nothing herein shall cause the County to have any liability or responsibility whatsoever for the actions, omissions, maintenance and operation of each Town's Fire Department at any time during the term of this Agreement or thereafter. The indemnity obligations of the Town under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, no Party intends and in no way waives any sovereign immunity rights that it possesses.

26. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

27. Disputes/Venue. Any and all disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be shall resolved by the County Administrator.

28. Training Programs.

a. The County will provide in-house EVOC, Fire 1 certification training, and Emergency Medical Responder training.
b. The County will provide funding for members of the Department who wish to obtain Fire 2 certification, EMT, and Paramedic certification. (Provided they remain in service within any fire department located in Gadsden County for 3 years).
c. Departments that wish to train together, the County will provide monthly training.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Approved as to Form

_____
Town Attorney

TOWN OF HAVANA, FLORIDA

_____
Mayor, Town of Havana
Commissioners

ATTEST:

_____
Town Clerk

Approved as to Form

_____
County Attorney

GADSDEN COUNTY, FLORIDA

_____
Chairperson, Gadsden County
Board of County Commissioners

ATTEST:

_____
Clerk of Court

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 4, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
LaToya Fryson, Elderly Affairs

Subject: Approval of the Interlocal Agreements for Human Services

Statement of Issue:
This agenda item seeks Board approval of the Human Services Funding Agreement for the City of Chattahoochee

Background:
The Gadsden County Board of County Commissioners appropriated $15,000 in FY24-25 funding to support Senior Activities in the communities of Gretna, Midway, Gadsden Wellness, and Greensboro. Additionally, the Clerk's Office conducted a review of prior year allocations and identified outstanding funds owed to various senior centers from previous fiscal years.

Analysis:
The City of Chattahoochee was allocated $10,000 in FY22-23 for Senior Activities; however, these funds were not disbursed during the fiscal year. The City has since submitted all required documentation, including Invoice, Non-profit and Community Organizations Yearly Report, Budget Worksheet. The County Attorney has reviewed and approved the associated funding agreement. This agenda item seeks formal approval and execution of the agreement for the FY22-23 allocation to the City of Chattahoochee. Upon approval and execution, the funding agreement will authorize the release of the $10,000 in funds to the City of Chattahoochee, completing the obligations for that fiscal year.

Fiscal Impact:
Amount: $10,000
Fiscal Year: FY22-23 (Previously allocated Funds)

Options:
1. Approve and authorize the execution of the funding a with the City of Chattahoochee for the FY22-23 Senior Activities allocation in amount of $10,000 contingent upon completion of all required documentation.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:
Option 1

Attachments:

1. City of Chattahoochee Funding Agreement for Human Services FY22-23.

Invoice
Non-profit and Community Organizations Yearly Report
Budget Worksheet

2. Clerk office funding allocation sheet

Gadsden County
Non — Profit Human Services Funding Agreement

This agreement is made effective as of the ____ day of September 2025 (the "Effective Date"), by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida ("County") and a CITY OF CHATTAHOOCHEE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, whose address is P. O, Box 188 Chattahoochee, Florida , United States, Florida.

WHEREAS, Gadsden County, by and through its Board of County Commissioners, has found that the human services provided by the Grantee to the citizens of the County constitute a public purpose and has approved a **FY2023** budget appropriation in the amount of **$10,000** in support of those human services provided by the Grantee to the citizens of the County; and

Whereas, Gadsden County, by and through its Board of County Commissioners, requires all entities receiving a **FY2023** appropriation to comply with certain requirements in order to receive the appropriated funds.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties to this agreement do agree as follows:

1. Grantee shall strictly comply with the following requirements in order to receive the funds appropriated by the Gadsden County Board of County Commissioners:

A. Grantee must both file with the County's Administrator, the Office of Management and Budget (OMB) and the Board of County Commissioners a detailed budget, containing cost categories and line items as applicable, showing the budgeted plan for use of the funds. All funds from all sources must be included in the detailed budget.

B. Grantee must file with the documentation set forth in 1(a) of a specific program or project by title, containing a written narrative with specific objectives and specifying the services that will be provided or the goods that will be purchased through the program or project.

C. Grantee must file with above-referenced County entities, quarterly financial reports which detail how funds are spent in relation to the detailed budget.

2. The disbursement of funds by the County to the Grantee shall be made at the Board's discretion and disbursed in either a lump sum amount or a monthly or quarterly amount to be determined by the Board, in the Board's sole and absolute discretion. Funds shall only be disbursed to Grantee, no funds shall be disbursed until Grantee has provided all required documentation, except quarterly financial reports in the event of a lump sum distribution. However: Grantee shall not be relieved of the requirement to file quarterly financial reports after funds are disbursed. The County shall not be obligated to disburse any funds and shall only disburse funds upon the Grantee's strict compliance with the requirements set forth above to the Board's satisfaction, in the Board's sole and absolute discretion. Failure to strictly comply with all requirements shall obligate Grantee to return funds previously disbursed and may result in non-appropriation of funds in subsequent fiscal years. The Grantee shall not be entitled to any funds appropriated but not disbursed during **FY2022**.

3. Nothing herein contained is intended or should be construed as creating or establishing the relationship or agency, partners, or employment between the parties hereto, or as constituting either party as the agent or representative of the other for any purpose. Grantee is not authorized to bind the County or the Board to any contracts or other obligations and shall not represent to any party that Grantee and County or the Board are partners or that Grantee is the agent or representative of the County. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Grantee and the County, or between the County and any other person or entity, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the Grantee or any other person or entity.

4. The Grantee agrees to indemnify, defend, and hold harmless the County, its officers, employees, attorneys, and agents, from and against all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Grantee, its delegates, agents or employees, or due to any occurrence, act, omission or commission of the Grantee in the performance of its operations in any nature whatsoever, including but not limited to costs and reasonable attorney's fees, whether or not there is litigation and including those incurred on appeal. The County may at its option, defend itself or allow the Grantee to provide the defense. The County's responsibility under this agreement is limited solely to the disbursement of funds appropriated in accordance with the terms of this agreement, and nothing herein shall cause the County to have any liability or responsibility whatsoever for the performance of Grantee's operations, of whatever nature. The indemnity obligations of the Grantee under this agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this agreement. By entering into this agreement, the County does not intend and in no way waives any sovereign immunity rights that it possesses.

5. Grantee shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this agreement. Grantee shall retain all such records for five years after termination or expiration of this Agreement, or if an audit has been initiated and the findings have not been resolved, the records shall be retained pending final resolution. All such records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the County. Authorized County personnel shall also be entitled to interview any clients and employees of the Grantee to assure the County of satisfactory performance of this agreement and its operations.

6. Grantee shall comply with all applicable local, state, and federal laws in the performance of this agreement and its operations.

7. This agreement is not assignable without the written consent of both parties.

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

9. Any and all disputes arising under this agreement including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.

10. This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Florida. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held *or* deemed to *be* illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the' same invalid, inoperative or unenforceable to any extent whatsoever.

11. This Agreement shall not be amended or extended except in writing signed by both parties.

12. Either party may terminate this agreement without cause by providing 30 days' written notice of intent to terminate. if the Grantee is in default of its obligations under this Agreement, the County shall cease all payments under this Agreement.

13. If any party to this Agreement seeks enforcement against the other party, the prevailing parry will be entitled to recover all costs, expenses, and reasonable attorneys' fees incurred in connection with such enforcement, whether or not a lawsuit is filed, and including those incurred on appeal.

14. This agreement shall become effective upon its execution by the Board of County Commissioners and shall expire one year after execution unless extended by mutual written agreement between and approved by both parties.

15. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK. SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

Approved this _____ day of _____ 2025 by the Gadsden County Board of County Commissioners.

Gadsden County, Florida

_____
Eric Hinson, Chairman
Board of County Commissioners

City of Chattahoochee

By: _____
Anquarnette Richardson, Mayor

Attest:

_____
Amanda Applewhite, Clerk

Gadsden COUNTY
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

Non-profit and Community Organization Reporting

Organization Name: City of Chattahoochee
Type of Services Provided: Activities and Facility for Senior Citizens
Total Amount to be Funded: $**10,000**
Reporting Period: FY2023 Completed by: Amanda Applewhite

Non-profit and Community Organizations

How is the funding from Gadsden County being utilized? *(Please provide detailed explanation)*

Funding will be utilized to provide a facility, transportation, and activities for senior citizens.

How many Gadsden County citizens were served during this time period? (Children/Seniors?)

How has this funding improved the lives of the citizens served? *(Please provide a detailed explanation)*

Funding allows for activities that improve quality of life.

I hereby certify that the information provided is true and accurate to the best of my knowledge. I understand that falsification or misrepresentation on any question in the application may result in my agency's application being denied for consideration for funding by Gadsden County.

Robert Presnell		9/9/25
Agency Director (print name)	Agency Director (signature)	Date

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

Non-profit and Community Organizations Budget Worksheet

ORGANIZATION'S NAME: City of Chattahoochee

PROGRAM SERVICE: Non-Profit Human Services

REPORTING PERIOD: FY 2022-2023

TOTAL AMOUNT FUNDED: **$10,000**

Budget Worksheet: How is the funding from Gadsden County being spent?

Column A Budget Category	Column B Gadsden County Funding		Column C Total Cost
Personal (Salaries & Benefits)			
Contractual Services			
Equipment ($500 or more)	$2,987.40		$2,987.40
Insurance			
Postage			
Rent			
Utilities	$2,827.29		$2,827.29
Travel & Per Diem	$4,185.31		$4,185.31
Dues / Membership Fees			
Supplies			
Marketing/Advertising			
Other Expenses *(Please provide an explanation below)*			
TOTAL EXPENSES	*$10,000.00*	*$*	*$10,000.00*

FUND	ACCOUNT	ACCOUNT TITLE	CREDITS	
001 - GENERAL FUND	208119	GRETNA SENIOR CITIZENS	25,000.00	
		Paid	10,000.00	FY23 SR CITIZENS/GRETNA
		Paid	15,000.00	BA 2025-040
001 - GENERAL FUND	208172	HAVANA SENIOR CITIZENS	10,000.00	
		Due	10,000.00	FY23 SR CITIZENS/HAVANA
001 - GENERAL FUND	208174	MIDWAY SENIOR CITIZENS	35,000.00	
		facility closed	10,000.00	FY22 MIDWAY
		facility closed	10,000.00	FY23 SR CITIZENS/MIDWAY
		Due	15,000.00	BA 2025-040
001 - GENERAL FUND	208206	CHATTAHOOCHEE SENIOR CITI	10,000.00	
		Due	10,000.00	FY23 SR CITIZENS/CHATT
001 - GENERAL FUND	0093-58166	GREENSBORO SR CITIZENS	15,000.00	
		Due	15,000.00	BA 2025-040
		TOTAL	95,000.00	

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 8, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator

Subject: Approval of Draft Resolution 2025-___ approving the execution of FRDAP agreements for Pat Thomas Park and Shiloh Park ADA Improvements projects by Mrs. Shawanna Moye, Parks and Recreation Director.

Statement of Issue:

This agenda item is presented to the Board for approval of Draft Resolution 2025-___ approving the execution of FRDAP agreements for the Pat Thomas Park ADA Improvements and Shiloh Park ADA Improvements projects by Mrs. Shawanna Moye, Parks and Recreation Director.

Background:

The Florida Department of Environmental Protection (FDEP) awarded Gadsden County two (2) Florida Recreation Development Assistance Program (FRDAP) grants for ADA Park improvements at Pat Thomas Park and Shiloh Park. The grants associated with these awards required timely execution. The Parks and Recreation Director, Mrs. Shwanna Moye, was uninformed of BOCC's grant agreement execution process and provided agreement signatures to execute FDEP Contract No. P5065 (Pat Thomas Park; $63,000) and FDEP Contract No. P5079 (Shiloh Park; $54,000) to secure the funding.

Since providing the executionary signatures, Director Moye has identified the proper process was unintentionally not pursued. The Director and County now look to retroactively authorize signatures nunc pro tunc to the date of execution in December 2024 for Contract No. P5065 and P5079, with the same force and effect as if such agreements had been approved and executed by the Board Chair at that time in an effort to retain the funds and support positive funder relations.

Analysis:

Approving the subject resolution allows FRDAP funding to remain in place and project activity to continue without interruption.

Fiscal Impact:

Approval of Draft Resolution 2025-___ allows the County to retain $117,000 in FRDAP award funding for park improvement.

Options:

1. Approve the Chairman to sign Draft Resolution 2025-____.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1, 2, or 3.

Attachments:

1. Draft Resolution 2025-___
2. FDEP Contract No. P5065
3. FDEP Contract No. P5079

DRAFT RESOLUTION NO. 2025-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, RATIFYING AND APPROVING CERTAIN ACTIONS TAKEN BY STAFF IN EXECUTION OF AGREEMENTS, SPECIFICALLY RETROACTIVELY AUTHORIZING THE SIGNATURES OF THE PARKS AND RECREATION MANAGER ON FRDAP AGREEMENTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Gadsden County Board of County Commissioners ("Board") is the duly constituted governing body of Gadsden County, Florida; and

WHEREAS, pursuant to applicable law and County policy, agreements entered into on behalf of the County must be approved by the Board and executed by the Chair of the Board; and

WHEREAS, the Florida Recreation Development Assistance Program (FRDAP) awarded grant funding to Gadsden County for the Pat Thomas Park ADA Improvements Project and the Shiloh Park ADA Improvements Project; and

WHEREAS, in December 2024, Shawanna Moye, Parks and Recreation Manager, in good faith and under the belief that the agreements had been properly approved, executed the agreements on behalf of the County; and

WHEREAS, the Board has determined it is in the best interests of the County to ratify and approve the execution of said agreements, so as to preserve the validity of the agreements and the County's eligibility for grant funding.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, AS FOLLOWS:

1. Ratification of Staff Signature.

The Board hereby ratifies and approves the execution of the FRDAP agreements for the Pat Thomas Park ADA Improvements and Shiloh Park ADA Improvements projects by Shawanna Moye, Parks and Recreation Manager.

2. Retroactive Authorization.

The Board retroactively authorizes said signatures nunc pro tunc to the date of execution in December 2024, with the same force and effect as if such agreements had been duly approved and executed by the Board Chair at that time.

3. Administrative Actions.

County staff and the Clerk's Office are directed to take such administrative actions as may be necessary to implement this Resolution.

4. Effective Date.

This Resolution shall take effect immediately upon adoption.

DULY ADOPTED by the Board of County Commissioners of Gadsden County, Florida, this ___ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS

OF GADSDEN COUNTY, FLORIDA

By: _____

Chair, Board of County Commissioners

ATTEST:

Clerk of Court

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Shiloh Park Improvements
Agreement Number: P5079

2. Parties: State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (Department)

Grantee Name: Gadsden County
Entity Type: Local Government
Grantee Address: 9 E Jefferson St. Quincy, FL 32353-1799
FEID: 59-6000616
(Grantee)

3. Agreement Begin Date: Upon Execution
Date of Expiration: June 30, 2027

4. Project Number: P25079 *(If different from Agreement Number)*
Project Location(s): 94 Park Lane Drive Quincy, FL 32351

Project Description:

Renovation: Existing playground equipment, basketball court, cleaning/ painting picnic pavilion, restrooms, portion of perimeter fencing.

5. Total Amount of Funding: $54,000

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	Line Item 1829, GAA, FY 24-25	$ 54,000.00
☐ State ☐Federal		$
☐ State ☐Federal		$
☑ Grantee Match		$ 18,000.00
	Total Amount of Funding + Grantee Match, if any:	$ 72,000.00

6. Department's Grant Manager
Name: La'Datrea Manatee or successor
Address: 3900 Commonwealth Blvd, MS # 585
Phone: 850-245-2366
Email: LaDatrea.Manatee@FloridaDEP.gov

Grantee's Grant Manager
Name: Shawanna Moye or successor
Address: 94 Park Lane Drive, Quincy, FL 32351
Phone: 850.875.8663
Email: smoye@gadsdencountyfl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Gadsden County — **GRANTEE**

Grantee Name

By: [signature] — 12/4/24

(Authorized Signature) — Date Signed

SHAWANNA MOYE - PARKS AND RECREATION DIRECTOR

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By: Callie DeHaven (Director Division of State Lands) — Digitally signed by Callie DeHaven (Director Division of State Lands) Date: 2024.12.11 16:27:27 -05'00'

Secretary or Designee — Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

a. 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. 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 the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. 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 Dievelopment 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 extend 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
Special Terms and Conditions
AGREEMENT NO. P5079

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is **Shiloh Park Improvements.** The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which the agreement was entered in to, through the date of expiration.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

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
The Agreement requires at least a **25%** match on the part of the Grantee. Therefore, the Grantee is responsible for providing **$18,000.00** through cash or third party in-kind towards the project funded under this Agreement.
The Grantee may claim allowable project expenditures made **on July 1, 2024** or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

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. 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**
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. **Additional Terms.**

NONE.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: **Shiloh Park Improvements**
Grantee Name: **Gadsden County**
FRDAP Project No.: **P25079**
DEP Agreement No.: **P5079**

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at **94 Park Lane Drive Quincy, FL 32351** and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.
☐This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is **April 30, 2027.**

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	**$ 54,000.00**
Required Grantee Match Amount:	**$ 18,000.00**
Total Estimated Project Cost:	**$ 72,000.00**
Match Ratio:	**75:25**

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 **1.A.** Development of Commencement Documentation Checklist (DRP-107)[1]. **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	**DELIVERABLE 1** The Department will issue "Notice to Commence" upon receipt and approval of: **1.A.** All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.	180 calendar days after Execution of Agreement[2]	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

	The Grantee may not proceed with development of the Project until Notice to Commence has been issued.		
TASK 2 2.A. Development of Primary and Support Project Elements, which includes: **Renovation: Existing playground equipment, basketball court, cleaning/ painting picnic pavilion, restrooms, portion of perimeter fencing.** 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.	Due **April 30, 2027**, which shall also be the Project Completion Date[3]	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution 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
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government, or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at 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 the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

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 Agreement	**General Appropriations Act Line Item 1829 Fixed Capital Outlay Florida Recreation Development Assistance Grants From General Revenue Fund and Land Acquisition Trust Fund**	**2024-2025**	**37.017**	**Florida Recreation Development Assistance Program**	**$54,000**	**140002**

Total Award	$54,000	

[1] Subject to change by Change Order.

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 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
PROGRAM SPECIFIC REQUIREMENTS

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.
Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance, or by contacting the Department's Grant Manager.

2. Notice to Commence.
Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.
Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.
All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.
To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.
Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

i. Pre-Agreement Expenses. Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.

7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:

k. Project Costs. The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.

l. Cost Limits. Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.

8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.

9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (https://floridadep.gov/parks/florida-outdoor-recreation-inventory).

10. Site Dedication.

a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.

b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.

b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.

c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.

d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.

e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.

f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.

Florida Department of Environmental Protection

EXHIBIT A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- ☐ January through April: Due May 5th
- ☐ May through August: Due September 5th
- ☐ September through December: Due January 5th
- ☐ Final Status Report Date from Project Completion Certification: _____

LIAISON: _____ _____
Signature Date

Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

Date: _____

_____ _____

Grantee Project Name and Number

Billing Period: _____ Billing #: _____

DEP Division: _____ DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____% of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	$0.00	$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

_____ _____

Project Administrator **Date**

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

_____ _____

Project Financial Officer **Date**

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Pat Thomas Park ADA Improvements

Agreement Number: P5065

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Gadsden County

Entity Type: Local Government

Grantee Address: 9 E Jefferson St Quincy, FL 32353-1799

FEID: 59-6000616

(Grantee)

3. Agreement Begin Date: Upon Execution

Date of Expiration: June 30,2027

4. Project Number: P25065 *(If different from Agreement Number)*

Project Location(s): 949 Hopkins Landing Road Quincy, FL 32351

Project Description: New: Concrete RV pads.
Renovations: ADA improvements to the electrical/sewer hook ups.

5. Total Amount of Funding: $63,000

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	Line Item No. 1829 GAA, FY24-25	$ 63,000.00
☐ State ☐Federal		$
☐ State ☐Federal		$
☑ Grantee Match		$ 21,000.00
	Total Amount of Funding + Grantee Match, if any:	$84,000.00

6. Department's Grant Manager

Name: La'Datrea Manatee or successor

Address: 3900 Commonwealth Blvd, MS #585, Tallahassee, FL 32399

Phone: 850-245-2366

Email: LaDatrea.Manatee@FloridaDEP.gov

Grantee's Grant Manager

Name: Shawanna Moye or successor

Address: 9 E Jefferson St, Quincy, FL 32353-1799

Phone: 850.875.8663

Email: smoye@gadsdencountyfl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Gadsden County — **GRANTEE**

Grantee Name

By _____ 12/4/24

(Authorized Signature) — Date Signed

SHAWANNA MOYE - PARKS AND RECREATION DIRECTOR

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By Callie DeHaven (Director Division of State Lands) Digitally signed by Callie DeHaven (Director Division of State Lands) Date: 2024.12.11 16:28:21 -05'00'

Secretary or Designee — Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

a. 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. 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 the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. 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 Dievelopment 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 extend 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
Special Terms and Conditions
AGREEMENT NO. P5065

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is **Pat Thomas Park ADA Improvements**. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which the agreement was entered in to, through the date of expiration.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

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
The Agreement requires at least a **25%** match on the part of the Grantee. Therefore, the Grantee is responsible for providing **$21,000.00** through cash or third party in-kind towards the project funded under this Agreement.
The Grantee may claim allowable project expenditures made **on July 1, 2024** or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

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. 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**
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. **Additional Terms.**

None.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: **Pat Thomas Park ADA Improvements**
Grantee Name: **Gadsden County**
FRDAP Project No.: **P25065**
DEP Agreement No.: **P5065**

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at **949 Hopkins Landing Road Quincy, FL 32351and** is considered a "**Large Project**" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.
☐This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is **April 30, 2027.**

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	**$ 63,000.00**
Required Grantee Match Amount:	**$ 21,000.00**
Total Estimated Project Cost:	**$ 84,000.00**
Match Ratio:	**75:25**

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 **1.A.** Development of Commencement Documentation Checklist (DRP-107)[1]. **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	**DELIVERABLE 1** The Department will issue "Notice to Commence" upon receipt and approval of: **1.A.** All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.	180 calendar days after Execution of Agreement[2]	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

	The Grantee may not proceed with development of the Project until Notice to Commence has been issued.		
TASK 2 **2.A.** Development of Primary and Support Project Elements, which includes: **New: Concrete RV pads.** **Renovations: ADA improvements to the electrical/sewer hook ups.** **2.B.** Development of Completion of Documentation Checklist (DRP-111). **2.C.** Completion of Final Status Report (DRP-109).	**DELIVERABLE 2** The Grantee may request reimbursement upon Department receipt and approval of: **2.A.** Development of required Project Elements. **2.B.** All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) **2.C.** Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.	Due **April 30, 2027**, which shall also be the Project Completion Date[3]	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution 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
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government, or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at 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 the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

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 Agreement	**General Appropriations Act Line Item 1829 Fixed Capital Outlay Florida Recreation Development Assistance Grants From General Revenue Fund and Land Acquisition Trust Fund**	**2024-2025**	**37.017**	**Florida Recreation Development Assistance Program**	**$63,000.00**	**140002**

Total Award	$63,000.000	

[1] Subject to change by Change Order.

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 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
PROGRAM SPECIFIC REQUIREMENTS

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.
Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance, or by contacting the Department's Grant Manager.

2. Notice to Commence.
Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.
Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.
All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.
To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.
Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

i. Pre-Agreement Expenses. Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.

7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:

k. Project Costs. The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.

l. Cost Limits. Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.

8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.

9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (https://floridadep.gov/parks/florida-outdoor-recreation-inventory).

10. Site Dedication.

a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.

b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.

b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.

c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.

d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.

e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.

f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.

Florida Department of Environmental Protection

EXHIBIT A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- ☐ January through April: Due May 5th
- ☐ May through August: Due September 5th
- ☐ September through December: Due January 5th
- ☐ Final Status Report Date from Project Completion Certification: _____

LIAISON: _____ _____
Signature Date

Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

Date: _____

_____ _____

Grantee Project Name and Number

Billing Period:_____ Billing #:_____

DEP Division:_____ DEP Program:_____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____% of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	$0.00	$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

_____ _____

Project Administrator **Date**

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

_____ _____

Project Financial Officer **Date**

Board of County Commissioners
Agenda Request

Date of Meeting: September 16, 2025

Date Submitted: September 4, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Rose Raynak, Finance Director

Subject: Approval of a Six-Month Contract Amendment to Extend the Two Professional Engineering Services Contracts

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Statement of Issue:

This agenda item seeks Board approval of a six-month Contract Amendment to extend the two Professional Engineering Services Contracts and approval for the Chairman to sign the contract amendments.

Background:
The County issued RFQ 22-01 seeking proposals from qualified engineering firms to contract with the County for professional engineering services pursuant to section 287.055, FS, commonly referred to as the Consultants' Competitive Negotiation Act (CCNA). This law allows local governments to issue competitive solicitations for various CCNA professional services and contract with one or more firms for continuous services. Professional engineering services is one of the approved professional services included in the CCNA.

As a result of the RFQ 22-01, the County awarded contracts to two firms:

1. A/E Engineering, Inc., now d/b/a as WSB Engineering
2. Alday-Howell Engineering, Inc.

The continuing services contract with these two firms expires on September 30, 2025. However, both of these firms have open work authorizations for various facility and road projects. This six-month extension will allow staff to obtain a detailed inventory of open work authorizations to determine if another work authorization-specific project extension is necessary to ensure that all open work authorizations can be completed without interference or disruption of in-progress essential engineering services.

As directed, the Procurement Office is developing two new RFQs for professional engineering services. One will focus on projects related to facilities, parks, and other structures, and the other will focus on roads and bridges. It is anticipated that the two RFQs will be advertised within the next 60 days, to allow sufficient time for the County Attorney and key county staff to review and approve the RFQs.

Analysis:
With Board approval and execution of Amendment 1 to the current contracts for Professional Engineering Services, the Finance Office will compile an inventory of current work authorizations for the Board's consideration of future extensions.

This agenda item seeks Board approval of a six-month Contract Amendment to extend the two Professional Engineering Services Contracts and approval for the Chairman to sign the contract amendments.

Fiscal Impact:
There is no fiscal impact with this agenda item.

Options:
1. Approve the six-month Contract Amendment to extend the two Professional Engineering Services Contracts and approval for the Chairman to sign the contract amendments.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:
Option 1.

Attachments:
1. Contract Amendment 1 for WSB
2. Construct Amendment 1 for Alday-Howell

Modification Number 1 to the Continuing Services Agreement for Professional Engineering Services between Alday-Howell Engineering, Inc. and the Gadsden County Board of County Commissioners

This Modification Number 1 is entered into by and between Alday-Howell Engineering, Inc. (the "Contractor"), and the Gadsden County Board of County Commissioners, Florida (the "County"), (each individually a "Party" and collectively the "Parties"). The effective date of this modification is: September 16, 2025.

WHEREAS, the Contractor and the County entered into an Agreement for professional engineering services on or about December 20, 2022, pursuant to the County's Request for Qualifications Number 22-01,

WHEREAS, modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, the Agreement expires September 30, 2025, and the parties desire to modify the contract and extend it for six months,

WHEREAS, all open work authorizations entered into under the original contract shall remain valid and in effect, unless otherwise notified and agreed to in writing by the parties,

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the

Parties agree as follows:

1. **ARTICLE FOUR TERM AND TIME, PARAGRAPH 4.1** shall be deleted in its entirety and replaced with the following:

   4.1. The term of the Agreement shall commence on September 20, 2022, and shall expire on February 28, 2026, in accordance with Amendment 1, effective September 16, 2025. At the sole discretion of the County, this Agreement, as amended, may be extended as needed to complete services requested under open and approved work authorizations.

2. All other terms and conditions of the contract shall remain the same unless otherwise amended and agreed to in writing by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

ALDAY-HOWELL ENGINEERING INC.	**Gadsden County Board of County Commissioners**
By: _____	By: _____
Name: Travis Howell, PE	Name: Eric Hinson
Title: President	Title: Chairman
Date: _____	Date: _____

Approved as to form and legal sufficiency, subject only to the full and proper execution by the Parties:

_____

Louis Baptiste, Esq.
County Attorney

ATTEST: GADSDEN COUNTY CLERK OF THE COURT:

_____

Nicholas Thomas

Modification Number 1 to the Continuing Services Agreement for Professional Engineering Services between A/E Engineering, Inc. d/b/a as WSB Engineering, Inc., and the Gadsden County Board of County Commissioners

This Modification Number 1 is entered into by and between A/E Engineering, Inc. d/b/a as WSB, Inc. (the "Contractor"), and the Gadsden County Board of County Commissioners, Florida (the "County"), (each individually a "Party" and collectively the "Parties"). The effective date of this modification is: September 16, 2025.

WHEREAS, the Contractor and the County entered into an Agreement for professional engineering services on or about December 20, 2022, pursuant to the County's Request for Qualifications Number 22-01,

WHEREAS, modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, the Agreement expires September 30, 2025, and the parties desire to modify the contract and extend it for six months,

WHEREAS, all open work authorizations entered into under the original contract shall remain valid and in effect, unless otherwise notified and agreed to in writing by the parties,

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the

Parties agree as follows:

1. **ARTICLE FOUR TERM AND TIME, PARAGRAPH 4.1** shall be deleted in its entirety and replaced with the following:

   4.1. The term of the Agreement shall commence on September 20, 2022, and shall expire on February 28, 2026, in accordance with Amendment 1, effective September 16, 2025. At the sole discretion of the County, this Agreement, as amended, may be extended as needed to complete services requested under open and approved work authorizations.

2. All other terms and conditions of the contract shall remain the same unless otherwise amended and agreed to in writing by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

A/E Engineer Inc. d/b/a WSB Engineering.	**Gadsden County Board of County Commissioners**
By: _____	By: _____
Name: _____	Name: Eric Hinson
Title: President/CEO	Title: Chairman
Date: _____	Date: _____

Approved as to form and legal sufficiency, subject only to the full and proper execution by the Parties:

_____

Louis Baptiste, Esq.
County Attorney

ATTEST: GADSDEN COUNTY CLERK OF THE COURT:

_____

Nicholas Thomas

Board of County Commissioners
Agenda Request

Date of Meeting: **September 16, 2025**

Date Submitted: **September 12, 2025**

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Curtis Young, Public Works Director

Subject: Approval of No-Cost Amendment No. 2 to Construction Contract with Sandco, LLC – South Adams Street Sidewalk LAP Project (FPID 436992-1-58-01)

Statement of Issue:

This agenda item seeks Board approval of a no-cost amendment to the executed Construction Contract with Sandco, LLC for the South Adams Street Sidewalk LAP Project. The amendment updates the applicable Davis-Bacon wage determination from Leon County FL20250256 (01/03/2025) to Gadsden County FL 20240249 (01/03/2025) as required by the Florida Department of Transportation (FDOT) and U.S. Department of Labor.

Background:

I. The Board awarded the contract to Sandco, LLC in February 2025.
II. The contract incorporated an amendment no.1 wage table from January 2025 (FL20250256).
III. FDOT has notified the County that they provided the incorrect wage table for amendment 1 for Leon County. Therefore, the contract must comply with the most current wage for Gadsden County determination in effect at the award.
IV. The updated wage determination is FL20250249 (01/03/2025).

Analysis:

I. The amendment simply substitutes the wage determination reference in Amendment 1– *Prevailing Minimum Wage.*
II. There is no change in the contract price to Gadsden County.
III. The amendment #2 ensures federal compliance.

Fiscal Impact:

There will be no fiscal impact to Gadsden County. The Florida Department of Transportation will undertake all aspects of the cost.

Options:

1. Approve the no-cost amendment #2 with Sandco, LLC.
2. Do not approve the amendment (this may result in project delays and noncompliance with FDOT requirements).

Interim County Administrator's Recommendation:

Option 1

Attachment(s):

1. Amendment No. 2 to Construction Contract with Sandco, LLC. (No-Cost)

Amendment No. 2 to Construction Contract (No-Cost)

South Adams Street Sidewalk LAP Project - FPID 436992-1-58-01

This Amendment is made and entered into this ___ day of September, 2025, by and between Gadsden County, Florida ("County") and Sandco, LLC ("Contractor").

RECITALS

WHEREAS, the County and Contractor entered into an Agreement dated February 25, 2025, for construction of the South Adams Street Sidewalk LAP Project; and

WHEREAS, Section 00966 of the Agreement incorporated U.S. Department of Labor General Decision No. FL20250256 (01/03/2023) as the applicable Davis-Bacon wage determination; and

WHEREAS, the Florida Department of Transportation (FDOT) Equal Employment Opportunity Office has advised that the wage determination must be updated to comply with the 90-day rule, requiring substitution of the most current determination in effect at the time of award; and

WHEREAS, the U.S. Department of Labor has issued General Decision No. FL20250249 (01/03/2025) applicable to highway construction projects in Florida, including Gadsden County; and

WHEREAS, the Parties agree that this substitution is a mandatory compliance update, does not alter the scope of work, and results in no change in contract price.

NOW, THEREFORE, the Agreement is amended as follows:

1. Wage Determination Update. Section 00966 (Prevailing Minimum Wage) of the Agreement is hereby amended to replace General Decision No. FL20250256 (01/06/2023) with General Decision No. FL20250249 (01/03/2025). A copy of the updated determination is attached hereto as *Exhibit A*.
2. No Cost Impact. This Amendment is a compliance modification only. It shall not change the Contract Price, scope, or performance schedule.
3. Effect. Except as expressly amended herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

GADSDEN COUNTY, FLORIDA

By: _____

Eric Hinson, Chairman

Board of County Commissioners

SANDCO, LLC

By: _____

Behzad Ghavami, President

Attest: _____

Clerk of Court

"General Decision Number: FL20250249 01/03/2025

Superseded General Decision Number: FL20240249

State: Florida

Construction Type: Highway

County: Gadsden County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	· Executive Order 14026 generally applies to the contract. · The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	· Executive Order 13658 generally applies to the contract. · The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.dol.gov%2fwhd%2fgovcontracts&c=E,1,eTGGt_AlQ6zktRSSedBa3ImPUUXPzX6eWzL_zPrRwEbSFy_3AhfmG6UU4RbejTv3a120nkhP0vveLbIV6He5VoQiMduTKXK7uBB6s-5FhMLArGarrBKkqGbG35Y,&typo=1.

Modification Number	Publication Date
0	01/03/2025

SUFL2022-018 06/27/2024

	Rates	Fringes
CARPENTER	$ 19.66	0.00
CEMENT MASON/CONCRETE FINISHER	$ 17.53 **	0.00
ELECTRICIAN	$ 28.25	7.38
IRONWORKER	$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.22 **	0.00
LABORER: Common or General	$ 14.78 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 20.24	2.01
LABORER: Pipelayer	$ 16.72 **	0.00
LABORER: Grade Checker	$ 17.21 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 22.27	0.84
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 19.99	0.00
OPERATOR: Boom	$ 33.61	11.50
OPERATOR: Broom/Sweeper	$ 16.46 **	0.00

OPERATOR: Bulldozer.....$ 17.48 ** 0.00

OPERATOR: Crane.....$ 28.42 0.00

OPERATOR: Grader/Blade.....$ 19.25 0.00

OPERATOR: Loader.....$ 16.61 ** 0.00

OPERATOR: Mechanic.....$ 29.69 0.00

OPERATOR: Milling Machine.....$ 19.68 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 20.29 0.00

OPERATOR: Piledriver.....$ 22.98 0.00

OPERATOR: Roller.....$ 16.20 ** 0.00

OPERATOR: Scraper.....$ 15.54 ** 0.00

OPERATOR: Screed.....$ 19.24 0.00

OPERATOR: Tractor.....$ 16.91 ** 0.66

PAINTER.....$ 21.02 0.00

TRAFFIC CONTROL PERSON.....$ 15.71 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 20.73 0.92

TRUCK DRIVER: Flatbed Truck.....$ 19.46 0.00

TRUCK DRIVER: Lowboy Truck.....$ 22.34 1.01

TRUCK DRIVER: Off the Road Truck.....$ 16.55 ** 0.00

TRUCK DRIVER: Water Truck.....$ 18.27 0.00

TRUCK DRIVER: Distributor Truck.....$ 20.88 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.dol.gov%2fagencies%2fwhd%2fgovernment-contracts&c=E,1,BrxaZS2pIpW6MPN1tulqdDi6m9kn1Praw4JFSIuTl8X2E7VrVVDjm2z48kqGK0MO38f7QPCsnMZSJ3euoz8WhQa7HDSB5J3yxUKgoRvgKBGxHLA,&typo=1.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"