BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING AGENDA
October 21, 2025 at 6:00 PM
Edward J. Butler Governmental Complex
9-B East Jefferson Street
Quincy, Florida

AGENDA

1. **Call to Order**

2. **Invocation**

3. **Pledge of Allegiance**

4. **Amendments to the Agenda**

Request to **PULL** under **General Business:**
Item 11.c Approval of Fire and Rescue Interlocal Agreement Between Gadsden County, Florida and the Town of Havana, Florida.
Item 11.d Board Direction and Approval of a partnership Gadsden County Chamber of Commerce Agreement for FY2025
Item 11.e Approval of Resolution 2026-001 Budget Amendment for FY25-26 Sheriff's Department
Item 11.g Approval to Amend the existing Volunteer Fire Department Contracts to allow for a 5% increase from base funding for the next two years of their contracts

Request to **ADD** under **Public Hearing:**
Item 10.c Approval of Resolution 2026-002 Budget Amendment for FY25-26 Sheriff's Department
Item 10.d Approval of Resolution 2026-001 Grant Budget Amendment for FY2026

Request to **ADD** under **General Business:**
Item 11.h Approval of Resolution No. 2026-003 Designating Administrative Authority for plat and Replat Approvals Pursuant to Senate Bill 784 (2025)
Item 11.i Approval of Local Agency (LAP) Expiration of Agreement/Time Extension for 436992-1 - CR 268 ADAMS ST FROM CR 274 MARTIN LUTHER KING JR BLVD TO CLARK ST

5. **Approval of Agenda.**

6. Awards, Presentations and Appearances

6.a Recognition of Ms. Dorothy Gunn Wood

7. Consent

7.a

Ratification Memo

(Clerk of Court)

7.a Agenda Item Ratification Memo.pdf

7.b

BOCC Meeting/Workshop Minutes:

1. September 30, 2025, Boys N Girls Club Meeting
2. October 7, 2025, BOCC Meeting

7.b.1 Agenda Item Special Meeting MIN_unbound.pdf

7.c

Approval of Signature for Special Assessment Liens-Foreclosure Prevention Assistance-State Housing Initiative Partnership Program (SHIP)

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

7.c Agenda Item.pdf

7.d

Approval to accept the State-Funded Agreement (DMS-P2-25-07-09) between Gadsden County and Florida Department of Management Services to continue GIS Upgrades to County PSAP through DataMark and to Implement 911 Recorder Maintenance through Interaction Insight Corporation

(Reginald James, Interim County Administrator /Morris Young, Sheriff / Rachel Harrison, E911 Coordinator)

7.d Agenda Item DMS-P2-25-07-09.pdf

7.e

Approval of the Renewal of EMS Reporting Software Subscription

(Reginald James, Interim County Administrator / Dewayne Ford, Chief)

7.e Agenda ItemEMS Reporting Software Subscription.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

10.a
Approval for Resolutions 2025-054 & 2025-055 to balance the Fine & Forfeiture FY 24-25 Budget

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

10.a Agenda Item Fine & Forfeiture.pdf

10.b
Approval for Resolution 2025-056 and Budget Amendment 2025-88 to set up budget for unanticipated revenues and expenses to a Capital Project for Public Works in the FY24- 25 budget

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

(MATERIALS TO BE PROVIDED)
10.b Agenda Item Capital Project Public Works.pdf

10.c
Approval of Resolution 2026-002 Budget Amendment for FY25-26 Sheriff's Department

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

10.c Agenda Item Resolution 2026-002.pdf

10.d
Approval of Resolution 2026-001 Grant Budget Amendment for FY2026

(Reginald James, Interim County Administrator)

10.d_Agenda_Item_Res2026-001.pdf

11. General Business

11.a
Approval of Modification No. 2 which extends the expiration date of the Hurricane Shelter Retrofit Agreement #F0100

(Tashonda Whaley, Emergency Management Director)

11.a Agenda Item Hurrican Shelter Retrofit Agreement.pdf

11.b
Approval of Resolution 2025-053 Grant Budget Amendment for FY2025

(Reginald James, Interim County Administrator / Trudei Porter, Finance Director)
11.b Agenda Item Resolution 2025-053.pdf

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

(Reginald James, Interim County Administrator)

11.c Agenda Item fire & Rescue Agreement.pdf

11.d
Approval of Resolution 2025-057 Gadsden County Chamber of Commerce Agreement for FY2025

(Reginald James, Interim County Administrator / T.J Lewis, Director of Economic Development)

11.d. Agenda Item CHamber of Commerce Agreement.pdf

11.e
Approval of Resolution 2026-001 Grant Budget Amendment for FY25-26 Sheriff's Department

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

11.e Agenda Item Grant Budget Amendment Sheriff's Dept.pdf

11.f

Approval of Renewal of Contract for Federal Lobbyist Services

(Reginald James, Interim County Administrator)

11.f Agenda Item Renewal Contract Federal Lobbyist.pdf

11.g

Approval to Amend the existing Volunteer Fire Department Contracts to allow for a 5% increase from base funding for the next two years of their contracts.

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

11.g Agenda Item 5% increase.pdf

11.h

Approval of Resolution No. 2026-003 Designating Administrative Authority for plat and Replat Approvals Pursuant to Senate Bill 784 (2025)

(Reginald James, Interim County Administrator)

11.h Agenda Item Designating Admin Auth for plat.pdf

11.i

Approval of Local Agency (LAP) Expiration of Agreement/Time Extension for 436992-1 - CR 268 ADAMS ST FROM CR 274 MARTIN LUTHER KING JR BLVD TO CLARK ST

(Reginald James, Interim County Administrator /Curtis Young, Public Works Director)
11.i Agenda Item South Adams St.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

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: October 7, 2025

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

Accounts Payable Dated: September 25, September 26, October 3, October 6, October 7

Payroll Dated: October 16

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 SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON SEPTEMBER 30, 2025 AT 5:00 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
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

Chair Hinson called the meeting to order at 5 p.m. Commissioner Green led into invocation and the Pledge of Allegiance.

Amendments to the Agenda

No amendments.

Approval of Agenda

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

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.

Chair Hinson read aloud the above statement.

General Business

7.a. Approval of PEMT Letter of Agreement with Gadsden County Emergency Medical Services and Agency for Healthcare Administration

Mr. James stated this item seeks Board approval of the agreement between Gadsden County Emergency Medical Services and AHCA for reimbursement of the Public Emergency Medical Transport. AHCA will reimburse the County up to $1,916,694 if they participate.

Commissioner Wood appeared at 5:08 p.m.

COMMISSIONER HOLT MADE A MOTION TO APPROVE ITEM 7.A. AND COMMISSIONER GREEN MADE THE SECOND. THE BOARD VOTED 5-0 TO APPROVE.

7.b. Approval of Site Selection for Boys & Girls Club & Community Center

Chair Hinson called on citizens requesting to be heard on this item.

Richele Robinson, 318 Stanley St. Quincy, FL

Ms. Robinson appeared to discuss sites for the Boys & Girls Club. She stated their choice of Graves Street as a location lacks comradery and it was insensitive due to the current financial status of the City of Quincy. She was in opposition of a land transfer and was in favor of building on county property.

Derrick Elias, 2171 PO Box Quincy, FL

Mr. Elias appeared and stated he thought this was a done deal already and he was not sure why they are speaking on this tonight.

Carolyn Ford, 526 Key St. Quincy, FL

Ms. Ford appeared and asked why has this taken so long to find a proper site for the Boys & Girls Club. They need to look at a place that was accessible. She was in favor of the site on Strong Road.

Alma Venisee, 155 Martin St. Quincy, FL

Ms. Venisee appeared to discuss the Boys & Girls Club site.

Tracey Stallworth, P.O. Box 1339 Quincy, FL

Mr. Stallworth appeared and asked if the commissioners have reached out to constituents regarding the site selection. He asked about transportation for Fontana Trail and stated he was for the Strong Road site because they own that property.

Lori Bouie, 816 Hardin St. Quincy, FL

Ms. Bouie appeared to encourage them to come to a resolution on this. She was in favor of placing the Boys & Girls Club on Strong Road.

Mr. Baptiste stated a couple months ago, the board voted to have him travel to City of Quincy and inquire about the land at 122 N Graves Street. He made a presentation the board of city commissioners and the board voted to authorize the city attorney to work with Mr. Baptiste to come up with a plan to transfer the land to the county. At the last county commission meeting, the board voted to place the Boys & Girls Club on the lot adjacent to the Joe Ferulito center at 122 N Graves Street. He recommended to the board that the county incur all the costs and he got with the building official on costs associated with dividing the lot.

Mr. Baptiste stated he got with the city attorney and they have drafted a comprehensive agreement that he believed covered anything that could come up. He stated there was a motion made by a city commissioner to remove the item from amended agenda and it was passed.

Commissioner Green stated they voted on something that did not belong to them. This was time sensitive and they do not have time to go back and forth. He stated Fontana Trail was an inconvenience to citizens and was in favor of Strong Road.

Chair Hinson stepped out at 5:39 p.m.

Commissioner Holt stated this board has messed the process up with the City of Quincy. The back and forth with this was not working.

Chair Hinson returned at 5:41 p.m.

Mr. Baptiste stated at no point did the county operate in bad faith with the City of Quincy. A central issue became that the City of Quincy wanted a pool and the county was under the impression that the building would be broken down into 4 phases. The pool would be coming in phase 2, because the reality was that there was not enough money to build a pool. The city of Quincy was wanting a pool now, instead of waiting for phase 2. Prior to April, there was no final agreement that was transmitted to the City of Quincy.

Motion to Adjourn

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, CHAIR HINSON DECLARED THE MEETING ADJOURNED AT 6:00 PM.

GADSDEN COUNTY, FLORIDA

_____
Eric F. Hinson, Chair
Board of County Commissioners

ATTEST:

_____
NICHOLAS THOMAS, Clerk

Board of County Commissioners
Agenda Request

7.c

Date of Meeting: October 21, 2025

Date Submitted: October 8, 2025

To: Honorable Chairman and Members of the Board

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

Subject: Approval of Signatures for Special Assessment Liens-Foreclosure Prevention Assistance - State Housing Initiative Partnership Program (SHIP)

Statement of Issue:

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

Background:

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

Analysis:

As agreed, upon by the Owner and the Gadsden County Community Development Administration's SHIP Foreclosure Prevention Program, the Owner (see Exhibit A) shall occupy and maintain a current mortgage on the assisted property as their principal residence for a period (3) three years, as specified in the executed agreement. Upon the successful completion of the required occupancy period, the Special Assessment Lien shall be deemed satisfied and fully forgiven. The Special Assessment Lien constitutes a binding agreement between Gadsden County and the Owner, outlining the terms and conditions of assistance provided under the SHIP/ER Rehabilitation Programs.

Fiscal Impact:
None

Options:

1. Approval and execution of the homeowner's lien, along with all related documents, for homeowners who are receiving or have received assistance through the SHIP housing programs.
2. Board Direction.

Interim County Administrator's Recommendation:

Option 1

Attachment(s):

1. Exhibit A - Liens

Exhibit A

Homeowners List

1. D. Lightfoot – Foreclosure Prevention (3yr. Lien Agreement)
2. S. Bunion – Foreclosure Prevention (3yr. Lien Agreement)

GADSDEN COUNTY
SHIP/ FORECLOSURE PREVENTION PROGRAM
SPECIAL ASSESSMENT LIEN

THIS AGREEMENT, MADE THIS **16** **day** of **September,** 20**25** by and between **Shawanda E Bunion** whose address is **230 Slash Lane., Midway, FL, 32343,** hereinafter referred to as "Owner Occupant" and Gadsden County through its Housing Foreclosure Prevention Program, hereinafter referred to as **"SHIP PROGRAM"**, relates to the real property lying in Gadsden County, Florida described as follows:

PARCEL IDENTIFICATION NUMBER: 4-06-1N-2W-1538-0000B-0180

Legal Description: LOT 18, BLOCK "B", RUSTLING PINES, according to the Plat thereof as recorded in Plat Book 2, Page(s) 110, of the Public Records of Gadsden County, Florida.

WHEREAS, The Owner-Occupant proposes to finance the cost of the rehabilitation work on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the Housing Foreclosure Prevention Program. The Loan is funded from the Gadsden County Housing Foreclosure Program (**SHIP)** Program through the State of Florida; and

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

WHEREAS, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the Housing Foreclosure Prevention Program remains the Owner-Occupant in the three (3) year period from the date hereof, the Deferred Payment Loan does not require repayment.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows: **Five Thousand Dollars 00/100 ($5,000.00)** and shall be based upon the final approved construction contract price (less other funds supplied by the Owner Occupant, if any.

2. The term of the Deferred Payment Loan for Foreclosure Prevention the above described shall be three (3) years from the date hereof, at zero percent (0%) annual rate of interest.

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the three (3) year term of the Loan. Thirty Three Percent (33.33%) of the principal is forgiven each year. Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full three (3) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within three (3) years from the date hereof:

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

GADSDEN COUNTY
SHIP/ FORECLOSURE PREVENTION PROGRAM
SPECIAL ASSESSMENT LIEN

It is further provided that, upon the death of the Owner-Occupant, the three (3) year term of this Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order to assume this Agreement.** The spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

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

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

7. Failure of the Housing Foreclosure Prevention Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire three (3) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

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

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

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

GADSDEN COUNTY
SHIP/ FORECLOSURE PREVENTION PROGRAM
SPECIAL ASSESSMENT LIEN

Witness Michelle Thomas
Address: 9 East Jefferson St., Quincy FL 32351

Witness Amanda Palmer Mayle
Address: 9 East Jefferson Street, Qcy FL 32351

Witness Sonya D. Burns
Address: 9 East Jefferson St Quincy, FL

Witness
Address:

S. Bunion

Owner-Occupant, **Shawanda E. Bunion**

Owner-Occupant,

STATE OF FLORIDA
County of GADSDEN

Sworn to and subscribed before me, the undersigned authority, this 16 day of **September 2025,** personally appeared **Shawanda E. Bunion of 230 Slash Lane, Midway, FL., and 32343** this agreement for the purpose therein expressed.

Signature of Notary Public State of Florida

MICHELLE THOMAS
Commission # HH 634625
Expires February 10, 2029

Print, Type or Stamp Name of Notary Public

[ ] Personally known to me, or
[X] Produced Identification: VALID FLORIDA IDENTIFICATION CARD
Type of identification

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

Attest:
COMMISSIONER

GADSDEN BOARD OF COUNTY

By:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BOARD OF COUNTY COMMISSIONER

GADSDEN COUNTY
SHIP/ FORECLOSURE PREVENTION PROGRAM
SPECIAL ASSESSMENT LIEN

THIS AGREEMENT, MADE THIS **3rd** **day** of **October,** 20**25** by and between **Debra Lightfoot** whose address is **2750 Bainbridge Hwy., Quincy, FL, 32352,** hereinafter referred to as "Owner Occupant" and Gadsden County through its Housing Foreclosure Prevention Program, hereinafter referred to as **"SHIP PROGRAM"**, relates to the real property lying in Gadsden County, Florida described as follows:

PARCEL IDENTIFICATION NUMBER: 2-26-3N-4W-8310-00000-0010

Legal Description:

Commence at a found 1 inch axle marking the Northwest Corner of Section 25, Township 3 North, Range 4 West, Gadsden County, Florida; and thence run South 00 degree 15 minutes 43 seconds West along the West Boundary of said Section 25, a distance of 660.37 feet; thence run North 89 degrees 49 minutes 03 seconds West to a set 4 inch by 4 inch concrete monument (6988), a distance of 15.00 feet; thence continue North 89 degrees 49 minutes 03 seconds West to a set 5/8 inch iron pin (4792) to the *POINT OF BEGINNING*, a distance of 190.84 feet;

From said *POINT OF BEGINNING*, continue North 89 degrees 49 minutes 03 seconds West to a point of intersection with the Easterly Right of Way Boundary of State Road No. 267, (said point of intersection being marked by a set 4 inch by 4 inch concrete monument No. 6988), a distance of 190.84 feet; thence run South 09 degrees 17 minutes 32 seconds East along said Easterly Right of Way Boundary to a set 5/8 inch iron pin (4792), a distance of 522.12 feet; thence leaving said Easterly Right of Way Boundary run South 89 degrees 49 minutes 03 seconds East to a set 5/8 inch iron pin (4792), a distance of 147.51 feet; thence run North 04 degrees 32 minutes 53 seconds West back to the *POINT OF BEGINNING*, a distance of 516.76 feet

WHEREAS, The Owner-Occupant proposes to finance the cost of the rehabilitation work on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the Housing Foreclosure Prevention Program. The Loan is funded from the Gadsden County Housing Foreclosure Program (**SHIP**) Program through the State of Florida; and

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

WHEREAS, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the Housing Foreclosure Prevention Program remains the Owner-Occupant in the three (3) year period from the date hereof, the Deferred Payment Loan does not require repayment.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows: **Five Thousand and No Hundred Dollars 00/100 ($5,000.00)** and shall be based upon the final approved construction contract price (less other funds supplied by the Owner Occupant, if any.

2. The term of the Deferred Payment Loan for Foreclosure Prevention the above described shall be three (3) years from the date hereof, at zero percent (0%) annual rate of interest.

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the three (3) year term of the Loan. Thirty Three Percent (33.33%) of the principal is forgiven each year. Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full three (3) year term of

this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within three (3) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with the provisions of Paragraph 6 as hereinafter set forth.
It is further provided that, upon the death of the Owner-Occupant, the three (3) year term of this Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order to assume this Agreement.** The spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

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

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

7. Failure of the Housing Foreclosure Prevention Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire three (3) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

9. If at time it is determined by Gadsden County that the Owner-Occupant qualified for

and received SHIP Housing Foreclosure Prevention Program funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to Gadsden County by Owner-Occupant.

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

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

Witness Amanda Lyle-Mack
Address: 98 E. Jefferson St. Quincy FL 32351

Witness
Address:

Witness Sonya D. Burns
Address: 98 E. Jefferson St, Quincy, FL

Witness
Address:

Debra Lightfoot

Owner-Occupant, **Debra Lightfoot**

Owner-Occupant,

STATE OF FLORIDA
County of GADSDEN

Sworn to and subscribed before me, the undersigned authority, this 3rd day of **October 2025,** personally appeared **Debra Lightfoot of 2750 Bainbridge Hwy, Quincy, FL., 32352** this agreement for the purpose therein expressed.

Signature of Notary Public State of Florida

Print, Type or Stamp Name of Notary Public

[ ] Personally known to me, or
[X] Produced Identification: VALID FLORIDA IDENTIFICATION CARD
Type of identification

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

Attest:
COMMISSIONER

GADSDEN BOARD OF COUNTY

By:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BOARD OF COUNTY COMMISSIONER

This instrument prepared by:
Sonya K. Daws, Esq.
3116 Capital Circle Northeast, Suite 5
Tallahassee, Florida 32308

OR 573 PG 0050

D.R. BOOK 523 PAGE 50-51
REC. NICHOLAS THOMAS, CLERK
GADSDEN CO., FLORIDA
03 AUG 27 AM 11:19

PARCEL I.D. NO. (PORTION OF) 26 3N 4W 000000 2000000

WARRANTY DEED

MAURICE E. EVANS, a single man, whose mailing address is 2121 Shady Rest Road, Havana, Florida 32333, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, received from **DEBRA J. LIGHTFOOT, a single woman,** whose mailing address is 91 Charles Harris Loop, Quincy, Florida 32352, hereinafter referred to as Grantee, hereby, on this 25th day of August, 2003, does grant, bargain, sell, remise, release, convey and confirm unto the Grantee, the following described real property situate in Gadsden County, Florida, described as follows, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

SUBJECT to taxes for the year 2003 and subsequent years, easements and restrictive covenants of record, if any, which specifically are not reimposed or extended hereby;

And the Grantor covenants that the property is free of all encumbrances, except as above stated; that lawful seizin of and good right to convey that property are vested in the Grantor; and that the Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever. The terms Grantor and Grantee shall be deemed to include both the singular and plural where appropriate, and where the masculine gender is used, it shall include masculine, feminine or neuter, where appropriate.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

WITNESSES:

Signature of first witness

Sonya K. Daws
Printed name of first witness

Maurice E. Evans

Signature of second witness

Diana L Bram
Printed name of second witness

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 25th day of August, 2003, by Maurice E. Evans, a single man, who

✓ is personally known to me; or
____ has produced _____ as identification.

Printed:
NOTARY PUBLIC -
STATE OF FLORIDA

Sonya K. Daws
MY COMMISSION # CC927259 EXPIRES
July 26, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Documentary Tax Pd. $119.00
Intangible Tax Pd.
NICHOLAS THOMAS, CLERK, GADSDEN COUNTY
By Deputy Clerk
8.27.03 Date

EXHIBIT "A"

DESCRIPTION
LOT 1

Commence at a found 1 inch axle marking the Northwest Corner of Section 25, Township 3 North, Range 4 West, Gadsden County, Florida; and thence run South 00 degree 15 minutes 43 seconds West along the West Boundary of said Section 25, a distance of 660.37 feet; thence run North 89 degrees 49 minutes 03 seconds West to a set 4 inch by 4 inch concrete monument (6988). a distance of 15.00 feet; thence continue North 89 degrees 49 minutes 03 seconds West to a set 5/8 inch iron pin (4792) to the ***POINT OF BEGINNING***, a distance of 190.84 feet;

From said ***POINT OF BEGINNING***, continue North 89 degrees 49 minutes 03 seconds West to a point of intersection with the Easterly Right of Way Boundary of State Road No. 267, (said point of intersection being marked by a set 4 inch by 4 inch concrete monument No. 6988), a distance of 190.84 feet; thence run South 09 degrees 17 minutes 32 seconds East along said Easterly Right of Way Boundary to a set 5/8 inch iron pin (4792), a distance of 522.12 feet; thence leaving said Easterly Right of Way Boundary run South 89 degrees 49 minutes 03 seconds East to a set 5/8 inch iron pin (4792), a distance of 147.51 feet; thence run North 04 degrees 32 minutes 53 seconds West back to the ***POINT OF BEGINNING***, a distance of 516.76 feet

Board of County Commissioners
Agenda Request

Date of Meeting: October 21, 2025

Date Submitted: October 7, 2025

To: Honorable Chair, Eric Hinson and Members of the Board

From: Reginald, Interim County Administrator
Morris Young, Sheriff
Rachel Harrison, E911 Coordinator

Subject: Request Board Approval to accept the State-Funded Agreement (DMS-P2-25-07-09) between Gadsden County and Florida Department of Management Services to continue GIS Upgrades to County PSAP through DataMark and to Implement 911 Recorder Maintenance through Interaction Insight Corporation

Statement of Issue:
This agenda item seeks Board approval to accept State-Funded Agreement DMS-P2-25-07-09 in the amount of $69,221.89 for Year 2of PSAP GIS upgrade services provided through DataMark. Additionally, the agreement includes one year of funding for 911 Recorder Maintenance services provided through Interaction Insight Corporation.

Background:
On June 3, 2025, the Board of County Commissioners approved the acceptance of funding from the Florida Department of Management Services (DMS) to implement PSAP GIS Repository Upgrades.

The initial agreement, DMS-P1-24-14, provided funding for Year 1 services in the amount of $272,360.78. The current agreement represents Year 2of the GIS Repository Services implementation for Gadsden County 911 PSAP.

The Florida Department of Management Services has been appropriated general revenue funds for the State Fiscal Year 2025–2026 to support continued Public Safety Answering Point (PSAP) upgrades across the state.

Analysis:
The Gadsden County 911 Division is requesting approval to accept this State-Funded Agreement to continue support for critical 911 infrastructure improvements. Due to the ongoing decline in E911 surcharge revenue from wire line and wireless phone services, these state funds are essential to maintain system reliability and modernization efforts.

Upon Board approval, the agreement will be executed by the County and routed to the DMS Secretary for final signature.

Budgetary Impact:

There is no financial impact** to the County's 911 budget associated with accepting this agreement. The Florida Department of Management Services will pay vendors directly using appropriated general revenue funds.

Options:

1. Approve the State-Funded Agreement #DMS-P2-25-07-09 with the Florida Department of Management Services in the amount of $69,221.89 for FY 2025–26 PSAP Upgrades.
2. Do Not Approve the State-Funded Agreement #DMS-P2-25-07-09.
3. Board Direction.

Recommendation:

Option 1: Approve the State-Funded Agreement #DMS-P2-25-07-09 for Year 2 of PSAP GIS Repository Services and 911 Recorder Maintenance funding.

Attachments:
1. State-Funded Agreement #DMS-P2-25-07-09 – Year 2 GIS Repository and 911 Recorder Maintenance Services (DataMark & Interaction Insight Corporation).
2. Executed Service Agreement between DataMark and Gadsden County (Years 1–5 cost schedule).
3. Interaction Insight Corporation Service Quote for 911 Recorder Maintenance.

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Pedro Allende, Secretary

STATE-FUNDED AGREEMENT

FOR

SUPPORT FOR FISCALLY CONSTRAINED COUNTIES' PSAPs

DMS-P2-25-07-09

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

GADSDEN COUNTY

STATE-FUNDED AGREEMENT

This State-Funded Agreement (Agreement) is between the Florida Department of Management Services (Department), 4030 Esplanade Way, Tallahassee, Florida, 32399 and Gadsden County (Recipient), 339 East Jefferson Street, Quincy, Florida 32353.

The Department and Recipient agree as follows:

(1) AUTHORITY

A. The Department has been appropriated general revenue funds for the State fiscal year 2025–2026, specifically appropriation line item #2678, the nonrecurring sum of $1,802,136 from the General Revenue Fund, Chapter 2025-198, Laws of Florida, to fund enhancements for fiscally constrained counties' Public Safety Answering Points (PSAPs). The Department has the authority, in accordance with section 282.702 Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Recipient under the terms and conditions set forth below.

B. In accordance with section 215.971, F.S., the Department has the authority to monitor the portion of the State of Florida appropriated funds for enhancements for fiscally constrained counties' PSAPs.

(2) LAWS, RULES, REGULATIONS, AND POLICIES

A. This Agreement is executed and entered into in the State of Florida and will be performed, construed, and enforced in accordance with the laws, rules, and regulations of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this Agreement.

B. The parties shall be governed by all applicable State and Federal laws, rules, and regulations, including but not limited to those identified in Attachment B – Program Statutes and Regulations. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

A. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing the performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Recipient. As part of the duties, the Grant Manager for the Department will:

i. Monitor and document Recipient performance of the terms of this Agreement;
ii. Review and document all deliverables for which the Recipient requests payment; and,
iii. Reconcile and verify all funds received against all funds expended during the agreement period and produce a final reconciliation report which identifies any funds paid in excess of the expenditures incurred by the Recipient.

B. Grant Managers

i. The name and address of the Department's Grant Manager responsible for the administration of this Agreement is:

Leon Simmonds
4030 Esplanade Way
Tallahassee, Florida 32399
(850) 921-0041
Leon.Simmonds@dms.fl.gov

ii. The name and address of the Recipient's Agreement Manager responsible for the administration of this Agreement is:

Tashonda Whaley
Interim Director of Emergency Services, Gadsden County
339 East Jefferson Street, Quincy, Florida 32353
Telephone: 850-545-4429
Email: twhaley@gadsdencountyfl.gov

The Recipient's Agreement Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Recipient's liaison with the Department. As part of the duties, the Agreement Manager for the Recipient shall provide the Department with all reports in accordance with Section 15, Reports, of this Agreement, as well as any other required reports or documents under this Agreement.

C. In the event that different Managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

(4) TERMS AND CONDITIONS

This Agreement consists of this State-Funded Agreement and all incorporated attachments and exhibits, which set forth the entire understanding of the parties and supersede all prior agreements and understanding related to the subject matter thereof.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

(6) MODIFICATION

Either party may request a modification of provisions of this Agreement via a formal amendment, which shall be valid only when in writing, signed by each of the parties, and attached to the original version of this Agreement.

(7) SCOPE OF WORK

The Recipient shall perform the work in accordance with Attachment A, Scope of Work and Budget, of this Agreement.

(8) PERIOD OF AGREEMENT

A. In accordance with section 215.971(1)(d), F.S., the Recipient may expend funds authorized by this Agreement only for allowable costs from obligations incurred during the Agreement period. This Agreement shall begin upon execution by both parties or September 15, 2025, whichever is later and shall end on June 30, 2026, unless:

i. The Department requests and receives from the Florida Legislature an extension for one (1) year to reflect changes to the funding source; or
ii. The Agreement is terminated earlier in accordance with Section 20, Termination, of this Agreement.

B. The Department does not guarantee an extension or renewal of this Agreement or funding beyond the term of this Agreement and shall not, absent legislative approval of funding, be obligated to extend this Agreement beyond June 30, 2026. This Agreement may be renewed on a yearly basis, contingent upon a specific appropriation by the Legislature. Renewals must be in writing, subject to the same terms and conditions as set forth in the initial Agreement, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department, and subject to the availability of funds.

(9) FUNDING

A. Funding for this Agreement consists of the awarded state resources set forth in the below-listed Exhibit 1, Audit Requirements.

B. The method of payment for this Agreement is cost reimbursement or rural payment pursuant to section 215.971(1)(h), F.S. and subject to the availability of funds.

C. In accordance with Legislative Appropriation line item #2678, Chapter 2025-198, Laws of Florida, funds shall only be used to reimburse Recipient expenditures or pay for allowable costs incurred by a Rural Recipient for Recipient's implementation of PSAP enhancements.

D. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

E. The Department will reimburse or provide rural payment to the Recipient only for allowable costs incurred during the Agreement period by the Recipient for the successful completion of each deliverable. The maximum reimbursement amount for the entirety of this Agreement is $69,221.89.

F. The Department will review any request for reimbursement or rural payment by comparing the documentation provided by the Recipient's Agreement Manager against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,
ii. The criteria for evaluating the successful completion of each deliverable.

G. For the purposes of this Agreement, the Department shall consider payments made by Recipient to be improper under the following circumstances:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

iii. Any payment for Management Consulting or Feasibility Studies.

(10) REQUEST FOR REIMBURSEMENT

A. Subject to the funding limitations of this Agreement, the Department shall reimburse the Recipient only for allowable costs resulting from incurred obligations pursuant to section 216.301, F.S., in furtherance of the successful completion of deliverables outlined in Attachment A and further defined in the Recipient's PSAP enhancements contract. The Recipient may submit more than one (1) request for reimbursement under this deliverable. However, no reimbursement shall duplicate any previous reimbursement.

B. Recipient will submit a request for reimbursement (See Attachment D, Request for Reimbursement of Funds), by email to the Grant Manager, not to exceed once per month.

C. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, copies of purchase orders and paid vouchers, invoices, copies of check processing, and journal transfers. Reimbursement claims shall include only expenditures claimed against the awarded funding amount. Requests for reimbursement for Recipient Deliverable 2 of Attachment A, must also contain copies of Recipient's documented inspection of activities or project milestones performed under Recipient Deliverable 3 to verify the components meet or exceed Recipient's Contract for the PSAP enhancements procured under Recipient Deliverable 1.

D. The Department shall not process requests for reimbursement for payments made by Recipient that are deemed as improper payments as set forth in Section 9, Funding, of this Agreement.

E. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for reimbursement and supporting documentation for incurred obligations pursuant to section 216.301, F.S., shall be submitted to the Department no later than August 28, 2026.

F. The Department is not liable for approval of reimbursement by the Department of Financial Services (DFS), and Recipient is responsible for ensuring purchases and invoices are in conformance with DFS requirements. Recipient agrees to comply with the State of Florida Reference Guide for State Expenditures, available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

G. Any travel expense bills are not permissible or allowable under this Agreement.

(11) RURAL COMMUNITY OR RURAL AREA OF OPPORTUNITY REQUEST FOR PAYMENT

A. Pursuant to section 215.971(1)(h), F.S., if the Recipient is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2), F.S., ("Rural Recipient"), a Rural Recipient may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement ("rural payment"). Prior to, or in conjunction with, such a rural payment request, a Rural Recipient shall submit documentation to the Department sufficiently demonstrating the financial hardship of the Rural Recipient.

B. A Rural Recipient shall submit its request to elect to receive rural payment, including any financial hardship documentation, in writing to the Department's Grant Manager specified in the Agreement. Following demonstration of financial hardship and the initial request to elect to receive rural payment, subsequent requests for payment and all necessary documentation, including the Attachment I, Request for Payment to Rural Communities or Rural Areas of Opportunity, for incurred and appropriate costs shall be submitted in writing to the Department's Grant Manager.

C. The Rural Recipient is responsible for ensuring all documentation related to Rural Recipient's Project is readily available to the Department upon request and is in conformance with the DFS requirements. Rural Recipient will submit requests for rural payment, including Attachment I, Request for Payment to Rural Community Communities or Rural Areas of Opportunity, on a monthly basis to the Department's Grant Manager. All bills for fees or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications, along with any copies of Recipient's documented inspection of activities performed under Recipient Deliverable 3 to verify the components meet or exceed Recipient's PSAP enhancements contract procured under Recipient Deliverable 1.

D. The Department shall not process requests for rural payments made by Recipient that are deemed as improper payments as set forth in Section 9, Funding, of this Agreement.

E. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for rural payment and supporting documentation for incurred obligations pursuant to section 216.301, F.S. shall be submitted to the Department no later than August 28, 2026.

F. Funds provided to a Rural Recipient via rural payment shall only be used for allowable costs incurred by a Rural Recipient pursuant to section 216.301, F.S., in the successful completion of each deliverable outlined in Attachment A and defined in the PSAP enhancements contract. Funds provided shall not exceed the amount specified in Section 9, Funding, and Exhibit 1, Audit Requirements, of this Agreement.

F. Funds provided to a Rural Recipient via rural payment shall only be used for expenditures directly related to Recipient's PSAP enhancements contract as specified in the Agreement.

G. The Recipient shall provide additional reports and information identified in Attachment I, Request for Payment to Rural Community or Rural Area of Opportunity, as requested by the Department's Grant Manager.

(12) RECORDS

A. Pursuant to section 20.055(5), F.S., the Recipient and its contractor(s), subcontractor(s), and vendor(s), if any, understand and shall comply with their duty to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing.

B. As required by section 215.97, F.S., and Florida Administrative Code Rule 69I-5.006, the Department, the Chief Inspector General for the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents.

C. The Recipient shall maintain any books, records, or documents for the Recipient and for all contractor(s), subcontractor(s), and/or vendor(s) to be paid from funds provided under this Agreement, in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement, in a form sufficient to determine compliance with the requirements and objectives of this Agreement, and all other applicable laws and regulations.

D. The Recipient will retain sufficient records demonstrating its compliance with the terms of this Agreement for the longer of, a period of at least five (5) years from the date the audit report is issued, or the period required by the General Records Schedules maintained by the Florida Department of State, available at: https://dos.myflorida.com/library-archives/records-management/general-records-schedules/. The Recipient shall allow the Department, or its designee, DFS, or Auditor General access to such reports upon request and shall ensure that audit working papers are made available upon request by the Department or its designee, Chief Financial Officer, or Auditor General, for a period of three (3) years from the date the audit report is issued unless extended in writing by the Department.

E. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Recipient that are directly related to the performance of this Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Recipient which the Department determines are necessary to monitor the performance of the contract or to ensure that the terms of this Agreement are being met. The Recipient shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

(13) PUBLIC RECORDS

A. The Recipient is required to comply with the State of Florida's Public Records Law, which provides a right of access to the records of the state and local governments. The Recipient shall:

i. Keep and maintain public records required to perform the services contemplated in this Agreement;

ii. Upon request from the Department's custodian of public records, provide the Department 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, F.S., or as otherwise provided by law;

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the Recipient does not transfer the records to the public agency;

iv. Upon completion of the Agreement, transfer, at no cost, to the Department all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the public agency upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department; and

v. **IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN SECTION 3, CONTACT, OF THE AGREEMENT.**

B. The Department reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., which the Recipient created or received under this Agreement.

(14) AUDITS

A. In the event the Recipient expends $750,000.00 or more in-state financial assistance during its fiscal year, the Recipient must have a State single or project-specific audit conducted in accordance with section 215.97(2)(a), F.S.; applicable DFS rules; and Chapter 10.550, Rules of the Auditor General.

B. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of section 215.97, F.S. This includes submission of

a financial reporting package as defined by section 215.97, F.S., and Chapter 10.550, Rules of the Auditor General.

The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

The Department of Management Services
Emergency Communications Board
4030 Esplanade Way
Suite 135
Tallahassee, Florida 32399-0950

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

C. If Recipient expends less than $750,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., is not required. In the event that Recipient expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97(2)(a), 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).

D. This section does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any State awarding agency inspector general, the Auditor General, or any other state official.

E. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

F. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), F.S., as "an independent certified public accountant licensed under chapter 473" and conducted in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550, Rules of the Auditor General. The independent auditor shall state that the audit complied with the applicable provisions noted above.

G. Upon completion of the audit, a copy of the audit report and financial reporting package must be received by the Department and the Auditor General no later than nine (9) months from the end of the Recipient's fiscal year.

(15) REPORTS

A. The Recipient shall provide the Department's Grant Manager with quarterly reports and an administrative closeout report as provided in Attachment E, Quarterly Report, and Attachment H, Final Administrative Closeout Report. These reports

shall include the current status and progress of the Recipient and its contractor(s), subcontractor(s), and/or vendor(s) in completing the work described in Attachment A, the expenditure of funds under this Agreement, and any other information requested by the Department.

B. Quarterly reports are due to the Department no later than thirty (30) days after the end of each quarter of the program year. They shall be sent each quarter after execution of this Agreement until submission of Attachment H. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

C. The completed Attachment H is due sixty (60) days after the termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

D. If all required reports and copies are not sent to the Department or are not completed in a manner acceptable by the Department, the Department may withhold further payments until they are completed or may take other action as stated in Section 19, Remedies. "Acceptable by the Department" means that the work product was completed in accordance with the terms in Attachment A.

E. The Recipient shall provide additional program update information identified in Attachment E, Quarterly Report, or information that may be required by the Department.

F. The Recipient shall provide additional reports and information identified in Attachment D, Request for Reimbursement of Funds, as requested by the Department's Grant Manager.

(16) MONITORING

A. The Recipient shall monitor its performance under this Agreement, as well as that of its contractor(s), subcontractor(s), and/or vendor(s) who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the schedule of deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. In addition, the Recipient shall perform a review of each function or activity in Attachment A of this Agreement and of the activities reported in the quarterly reports.

B. In addition to reviews of audits, monitoring procedures may include, but shall not be limited to, on-site visits by Department staff, limited scope audits, and other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures and processes deemed appropriate by the Department. In the event that the Department 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 Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management of the Recipient throughout the Agreement term.

(17) LIABILITY

A. The Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., Recipient shall hold Department harmless against all claims of whatever nature by third parties arising from work performed under this Agreement.

B. Recipient, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing in this Agreement may be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(18) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment:

A. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect.

B. If the Recipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement with the Department and has not cured them in a timely fashion or is unable or unwilling to meet its obligations under this Agreement.

C. If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Department.

D. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

E. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(19) REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Recipient and may exercise any one or more of the following remedies, either concurrently or consecutively:

A. Terminate this Agreement pursuant to the terms in Section 20, Termination, of this Agreement;

B. Withhold or suspend the payment of all or any part of a request for reimbursement or rural payment until the Recipient cures the event of default identified in the written notice;

C. Exercise any corrective or remedial actions, including but not limited to:

i. Request Recipient cure the default;
ii. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
iii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
iv. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question; or,
v. Require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible.

D. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(20) TERMINATION

A. If the performance of the Recipient is not in compliance with the Agreement requirements, the Department may:

i. Unilaterally terminate this Agreement for cause after ten (10) days of a written notice of the termination,
ii. Notify the Recipient of the non-compliance and require correction within a specified time; otherwise, the Agreement will terminate at the end of such time; or
iii. Take other action deemed appropriate by the Department.

The notice shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail return receipt requested, to the address in Section 3, Contact, herein.

B. The Department may unilaterally terminate this Agreement for Recipient's refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended, unless exempt from section 24(a) of Article I of the State Constitution and section 119.071, F.S., or applicable State or federal law.

C. The Department may unilaterally terminate this Agreement for convenience by providing the Recipient with thirty (30) calendar days prior written notice.

D. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the

effective date of the termination and the procedures for proper closeout of the Agreement.

E. In the event that this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination.

F. Upon notice of termination, the Recipient will cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Department from the Recipient, is determined exclusively by the Department

(21) RESULTING THIRD PARTY CONTRACT AND SUBCONTRACTS

A. The Recipient may contract with third parties to perform work in furtherance of Recipient's PSAP enhancements contract. The Recipient will be fully responsible for the satisfactory completion of all work performed under any third-party contract(s).

B. With the Recipient's approval, the Recipient's contractor may subcontract work performed in furtherance of the PSAP enhancements contract, and the Recipient's contractor will be fully responsible for satisfactory completion of all subcontracted work.

C. The Recipient agrees all Recipient contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) to be bound by the terms of this Agreement; (ii) be bound by all applicable State, and federal laws and regulations including, but not limited to, section 215.971, F.S. and Rule 69I-5.006(2), F.A.C.; and (iii) hold the Department and Recipient harmless against all claims of whatever nature arising out of the performance of work under this Agreement, to the extent allowed and required by law.

D. All Recipient contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language to provide for termination with reasonable costs to be paid for eligible contract work completed prior to the date the notice of suspension or termination was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Department. All Recipient contracts and subcontracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event.

E. The Recipient shall document in its Quarterly Report, Attachment E, the contractor and/or subcontractor's progress in performing its work under this Agreement. For each contractor or subcontractor, the Recipient shall provide a written statement to the Department as to whether that contractor or subcontractor is a minority business enterprise, as defined in section 288.703, F.S.

(22) ATTACHMENTS

A. All attachments and exhibits listed below are incorporated in their entirety into this Agreement.

B. This Agreement has the following attachments:

Exhibit 1 – Audit Requirements
Attachment A – Scope of Work and Budget
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Request for Reimbursement of Funds
Attachment E – Quarterly Report
Attachment F– Warranties and Representations
Attachment G – Certification Regarding Debarment
Attachment H – Final Administrative Closeout Report
Attachment I – Request for Payment to Rural Community or Rural Area of Opportunity (Rural Payment)

C. In the event of any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- Amendments to this Agreement in reverse order.
- Attachment A
- This Agreement and Attachments B through I, in order.

(23) RETURN OF FUNDS

All refunds or repayments due to the Department under this Agreement are to be made payable to the order of "Department of Management Services" and mailed directly to the following address:

Department of Management Services
Financial Management Services
4050 Esplanade Way
Tallahassee, Florida 32399-0950

In accordance with section 215.34(2), F.S., if a check or other draft is returned to the Department for collection, the Recipient shall pay 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.

(24) 911 PROVISIONS

A. Pursuant to section 365.177, F.S., the Department developed a plan to upgrade all 911 PSAP(s) within the state to allow the transfer of an emergency call from one local, multijurisdictional, or regional 911 system to another local, multijurisdictional, or regional 911 system in the state. Such transfer should include voice, text message, image, video, caller identification information, location information, and additional standards-based 911 call information. The plan prioritized the upgrade of PSAP(s) based on the population served by each PSAP, the capability of a jurisdiction or region to modernize PSAP(s) beyond legacy 911 infrastructure, and the ability of a jurisdiction or region to address interoperability

between PSAP(s). The plan identified and addressed the projected costs of implementing these transfer capabilities.

B. The Legislature has appropriated $1,802,136 to the Department for the implementation of the services outlined in the plan.

(25) MANDATED CONDITIONS

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with a thirty (30) day written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

B. This Agreement shall be construed under the laws of the State of Florida, and the venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.

C. The Recipient is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the Recipient's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The Recipient shall promptly notify the Department if it or its suppliers, subcontractors, or consultants under this Agreement are placed on any such lists. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List or on the Discriminatory Vendor List.

D. The Recipient shall send to the Department (by email) the completed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for each intended contractor or subcontractor that which Recipient plans to fund under this Agreement. The Attachment G form must be received by the Department before the Recipient enters into a contract with any contractor or subcontractor. Where a contract or purchase order has been executed prior to this Agreement's effective date, the Recipient shall provide the Department with documentation demonstrating it obtained the necessary certifications contemplated in Attachment G from its contractors and subcontractors. Pursuant to sections 287.135(5) and 287.135(3), F.S., Recipient agrees the Department

may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

E. The Recipient and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.

   This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1., and the Department's obligation to terminate the contract if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Recipient will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

F. Any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

G. All expenditures of state financial assistance shall be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including but not limited to the Regulations listed in Attachment C, Statement of Assurances.

H. The Agreement may be charged only with allowable costs resulting from obligations incurred pursuant to section 216.301, F.S., during the term of the Agreement.

I. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

J. The Recipient shall remain obligated to return to Department any funds expended that do not comply with the terms and conditions of this Agreement.

K. The Recipient shall remain obligated to return to Department any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of this Agreement.

L. Funds refunded to Department from the Recipient for failure to perform as required under this Agreement may be expended only in direct support of the Gadsden County PSAP enhancements project.

M. The Recipient is hereby informed of the provisions of Chapters 273 and 274, F.S., which identifies recordkeeping and inventory of state-owned tangible personal property, and such property owned by local governments. For requirements of this section, nonexpendable property is the same as "property" as defined by sections 273.02 and 274.02(1), F.S.

All nonexpendable property purchases under this Agreement shall be listed on the property records of the Recipient who shall be primarily responsible for the supervision, control, and disposition of the property in accordance with applicable law. Following the termination of this Agreement, the Recipient's use, retention, control, and disposition of this property shall be in accordance with applicable laws and regulations

(26) LOBBYING PROHIBITION

A. In accordance with sections 11.062 and 216.347, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

B. The Recipient certifies, by its signature to this Agreement, that it shall comply with this provision.

The Recipient shall ensure in any agreements with subcontractors where a contractor or subcontractor receives payment under this Agreement, the terms shall include this lobbying prohibition and shall require such subcontractors to certify their compliance with this provision.

(27) PROMPT PAYMENT AND VENDOR OMBUDSMAN

Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless this Agreement specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department, or the goods or services are received, inspected, and approved, a separate interest penalty as described by section 215.422, F.S., will be due and payable in addition to the invoice amount. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at 850-413-5516.

(28) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.

(29) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C and the Warranties and Representations incorporated in Attachment F.

IN WITNESS, THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials, as duly authorized, and attest that they have read the above Agreement and agree to the terms contained within it.

GADSDEN COUNTY

By: _____
Signature-Authorized County Official

Title: _____

Date: _____

59-600-0616
Federal Identification Number

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

By: _____
Tom Berger
Deputy Secretary, Business Operations

Date: _____

EXHIBIT 1
AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Management Services (Department) to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

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 staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department 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 $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT A to this form lists the federal resources awarded through the Department 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. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A Recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).

1. **Part II: State Funded** 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 A to this form lists the state financial assistance awarded through the Department 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, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal 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).

Part III: Other Audit Requirements

N/A

Part IV: 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 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.

1. The FAC's website provides 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 form shall be submitted by or on behalf of the Recipient directly to each of the following:

a. The Department at each of the following addresses:

Electronic copies (preferred): 911Projects@dms.fl.gov; Audit@dms.fl.gov

or

Paper copies:

Bureau of Public Safety

Department of Management Services
4030 Esplanade Way
Suite 135
Tallahassee, Florida 32399

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 (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department 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 for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The Recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, 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, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1-A

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A: Support for Fiscally Constrained Counties' PSAPs

   State Awarding Agency: Florida Department of Management Services

   Catalog of State Financial Assistance Title and Number: 72.027

   Amount: $69,221.89

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Agreement No. DMS-P2-25-07-09 between the Recipient and the Department, entered in State Fiscal Year 2025-26.

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Attachment A
SCOPE OF WORK AND BUDGET

1. **BACKGROUND:**
The State of Florida has appropriated the Department of Management Services (the Department) $1,802,136 in non-recurring funds through the General Revenue Fund, Laws of Florida, Chapter 2025-198, specifically appropriation line item #2678, and will be used exclusively for the enhancement of fiscally constrained counties' Public Safety Answering Points (PSAPs) during the 2025-2026 fiscal year.

The funds will allow for PSAP enhancements to facilitate the transfer of an emergency call from one 911 system to another in the state in accordance with section 365.177, F.S.

2. **TERM**:
Funding will be available upon execution by both parties or September 15, 2025, whichever is later and will expire on June 30, 2026. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the period of this Agreement.

3. **PURPOSE:**
The Department wishes to disburse a portion of the appropriated funds to Gadsden County for the purpose of implementing equipment and services for PSAP enhancements, in accordance with the Laws of Florida, Chapter 2025-198.

4. **GENERAL DESCRIPTION OF THE SCOPE OF WORK:**
This Agreement covers the procurement and installation of equipment, firewall, Emergency Services Internet Protocol Network (ESInet), next generation core services, call handling systems, and associated non-recurring service costs necessary to enhance PSAPs to Next Generation 9-1-1 (NG911) capabilities. Additionally, it includes the recurring service cost for Geographic Information Systems (GIS) services and repositories necessary to support geospatial call routing, call handling system maintenance, and cybersecurity services to protect emergency communications systems in the PSAPs. All PSAP enhancements within this scope of work must be consistent with the National Emergency Number Association's (NENA) NENA i3 Standard for NG911.

5. **DELIVERABLES**

5.1 RECIPIENT DELIVERABLES: Recipient will perform the following deliverables in the time and manner specified:

5.1.1 Deliverable 1. Procurement: If not already executed, the Recipient shall execute a contract or purchase order with a vendor responsible for producing equipment and services to enhance the PSAP(s) for Gadsden County, no later than October 1, 2025, unless given written permission by the Department in advance.

5.1.1.1 The Recipient shall provide the Department with an unredacted copy of the final procurement documents and any related addendums. If any portion of the procurement documentation contains confidential or exempt information, the Recipient shall provide a redacted version suitable for public records requests, in accordance with Chapter 119, F.S. Procurement of equipment and services shall be done in compliance with all local and State of Florida procurement rules and laws and shall clearly set forth all vendor requirements. Equipment and services not procured in accordance with this requirement shall not be eligible for reimbursement.

5.1.1.2 Provide the Department with an unredacted copy of contract(s) or purchase order(s) with the Recipient's vendor(s) for the purpose of enhancing the

Gadsden County PSAP(s). The Recipient is responsible for ensuring that its contract, purchase order, or subcontract with the awarded vendor for work under this Agreement complies with the terms in Section 20, Termination, of the Agreement. The Recipient is also responsible for ensuring the contract or purchase order require the awarded contractor and/or subcontractor comply with the terms of this Agreement and all applicable local and State of Florida laws and regulations governing procurement and receipt of state financial assistance, including, but not limited to, obtaining all legally required affidavits and certifications from its vendors. The Recipient shall ensure awarded vendor(s) systems are interoperable with bordering counties, regions, and adjacent state lines, and, if applicable, consistent with the NENA i3 Standard for NG911. The Recipient shall execute an amendment to any contracts and/or purchase orders where necessary to comply with this provision.

5.1.1.3 Submit to the Department's Grant Manager a signed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for any contractor or subcontractor performing work and receiving funding under this Agreement. The form must be received by the Department prior to executing a contract or purchase order or subcontract for work under this Agreement. Where a contract or purchase order has been executed prior to this Agreement's effective date, the Recipient shall provide the Department with documentation demonstrating it obtained the necessary certifications contemplated in Attachment G from its contractors and subcontractors.

5.1.2 **Deliverable 2. Improvement:** No later than October 1, 2025, unless given written permission by the Department in advance, the Recipient shall conduct, or cause to be conducted, PSAP enhancements procured in accordance with Recipient Deliverable 1. All purchases and installations shall be performed by the awarded vendor(s) in accordance with the contract terms for the Gadsden County PSAP enhancements project executed by the Recipient and its awarded vendor(s).

5.1.2.1 Document requests for reimbursement using appropriate reimbursement attachment form. Ensure all requests for reimbursement for Recipient Deliverable 2 contain detail sufficient for audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, receipt of deliverable or service, copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers.

5.1.3 **Deliverable 3. Inspection:** No later than October 31, 2026, the Recipient shall conduct or cause to be conducted an inspection of the Gadsden County PSAP enhancements performed to verify that the contract deliverables are met or exceeded in accordance with the contract. If the contract has not been fully completed by the end of this Agreement, only those deliverables completed will be inspected.

5.1.3.1 Document the inspection and indicate whether the performance has met or exceeded the PSAP enhancement project component(s) contract deliverables, including any executed acceptance letters demonstrating completion of deliverables, and submit to the Department no later than November 13, 2026.

5.1.4 **Deliverable 4. Reporting:** The Recipient shall report quarterly on the status of the Gadsden County PSAP enhancement project work procured in accordance with

Recipient Deliverable 1. These reports shall include the current status and progress of the PSAP enhancements project contract deliverables, and the expenditure of funds under this Agreement. The quarterly reports and Final Administrative Closeout Report will be submitted in accordance with Section 15, Reports, of the Agreement.

5.1.4.1 Timely submit Attachment E, Quarterly Report within 30 days of the end of each quarter, and Attachment H, Administrative Close-Out Report, to the Department's Grant Manager. Attachment H is due no later than sixty (60) days after the termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

6. **PERFORMANCE MEASURES:** Deliverables must be met at the following minimum level of performance:

6.1 **Procurement.** Execute a contract or purchase order with a vendor responsible for procuring equipment and services to provide Gadsden County with the PSAP enhancements specified. Execute any necessary amendments to a contract or purchase order to ensure compliance with the terms of this Agreement.

6.2 **Improvement.** Conduct, or cause to be conducted, purchase and installation of i3-compliant equipment and services for PSAP enhancements.

6.3 **Inspection.** Conduct or cause to be conducted an inspection of the Gadsden County PSAP enhancements project, as specified.

6.4 **Reporting.** Prepare and submit the Quarterly Report and Administrative Close-Out Report as specified.

7. **FINANCIAL CONSEQUENCES**

7.1 If the Recipient fails to comply with any term of this Agreement, then the Department shall take one or more of the following actions, as appropriate in the circumstances:

7.1.3 Temporarily withhold cash payments pending correction of the deficiency by the Recipient;

7.1.4 Disallow all or part of the cost of the activity or action not in compliance with this Agreement;

7.1.5 Wholly or partly suspend or terminate the current award for the Recipient; or,

7.1.6 Take other remedies that may be legally available.

7.2 Additionally, the Department will provide no reimbursement or payment for any improvement that does not meet or exceed the standards established in the Gadsden County PSAP enhancements project contract.

8. **DEPARTMENT TASKS**

8.1 The Department will review documents to ensure compliance with the terms of this Agreement in furtherance of monitoring the legislatively appropriated funds. Review of project documentation shall not be construed as an approval of the Recipient's project contract terms and conditions.

8.2 The Department will not be responsible or liable for Recipient obtaining i3-compliant equipment or services, or performance of any terms in Recipient's contract with a vendor.

9. **METHOD OF PAYMENT:**

9.1 The method of payment is cost reimbursement unless otherwise specified as an eligible Rural Community or Rural Area of Opportunity Payment.

9.2 The Recipient will not receive payment in advance for goods or services described in this scope of work.

9.3 The Recipient is responsible for the performance of all tasks and deliverables contained in this scope of work.

10. LINE-ITEM BUDGET

Amount Requested from the State in this Appropriations Project Request.	$69,221.89
Total	$69,221.89

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Attachment B

Program Statutes and Regulations

This is a non-exhaustive list of statutes and regulations. The Recipient shall be aware of and comply with all State and Federal laws, rules, policies, and regulations relating to its performance under this Agreement.

Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and State assistance
Section 216.181(16), Florida Statutes	Approved budgets for operations and fixed capital outlay.
Section 216.301, Florida Statutes	Appropriations; undisbursed balances.
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a non-competitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
Section 288.005, Florida Statutes	Return on investment is synonymous with Economic benefits, which means the direct, indirect, and induced gains in state revenues as a percentage of the State's investment.
Section 365.177, Florida Statutes	Transfer of 911 calls between systems
Chapter 273, Florida Statutes	State-Owned Tangible Personal Property
Chapter 69I-72 Florida Administrative Code	State-Owned Tangible Personal Property
Chapter 274, Florida Statutes	Tangible Personal Property Owned by Local Governments
Chapter 69I-73, Florida Administrative Code	Tangible Personal Property Owned by Local Governments
CFO MEMORANDUM NO. 20	Compliance Requirements for Agreements
CFO MEMORANDUM NO. 01	Contract and Grant Reviews and Related Payment Processing Requirements
Chapter 69I-5, Florida Administrative Code	STATE FINANCIAL ASSISTANCE https://apps.fldfs.com/fsaa/compliance.aspx
Reference Guide for State Expenditures	Reference Guide for State Expenditures http://www.myfloridacfo.com/aadir/reference_guide/

Attachment C

STATEMENT OF ASSURANCES

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

a) In receipt of the State funds, Recipient agrees to abide by all applicable local, State of Florida, and federal regulations and laws.

b) No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during their tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above.

c) Recipient will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, F.S.

d) Recipient will notify the Department promptly of any unusual existing condition which hampers the Contractor's work.

e) Recipient or its contracted and/or subcontracted vendor will obtain all required permits.

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Attachment D
Request for Reimbursement of Funds

Prepare an itemized request for reimbursement expenditures in each budget category for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, and any other expenditure justifications which reflect the deliverables provided during the reporting period. If there is insufficient space, please include details in an attachment.

County:	Gadsden County	**Project Name**	PSAP Enhancements	**Request Number:**		**Request Date:**	

Budget Categories						
Deliverable Items	Unit Price ($)	Quantity	Total Amount ($)		Previous Request Amount ($)	Current Request Amount ($)
A. Systems (Hardware, Software, Equipment & Labor)						
B. Services (i.e. Training, Maintenance and Warranty Items)						
		Reimbursement Request Total	$69,221.89			

Approximate amount of funding available (Percentage) %
Documentation Received by:
_____ _____ Signature of Authorized Official Date

Attachment D (Continued)
Request for Reimbursement of Funds
ITEMIZED LIST FOR REIMBURSEMENT REQUESTS

RECIPIENT: Gadsden County AGREEMENT #: DMS-P2-25-07-09

Recipient's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work, or performance services.	DOCUMENTATION List documentation (Recipient's purchase order, signed inventory receipt, and name of the vendor or contractor/subcontractor) by category and line item in the approved project application and give a brief description of the articles or services.	Total Eligible Costs
		TOTAL	

Attachment E
Quarterly Report

(1st Qtr. Jul 1-Sep 30, 2nd Qtr. Oct 1-Dec 31, 3rd Qtr. January 1- March 31, 4th Qtr. April 1- June 30)

County: Gadsden County
Report Number: _____
Report Date: _____

Project Status Update (include milestones completed, percentage completed, and schedule with estimated dates for completion. Include the program outcomes achieved, including any positive return on investments gained by this program)**:**

Problems/Delays (Describe **issues** or circumstances affecting completion date, milestones, the scope of work, and/or cost)**:**

Cost Status: ■ Cost Unchanged ■ Under Budget ■ Over Budget

Notes:

_____ _____
Signature of Authorized Official Date

Attachment F
Warranties and Representations

Financial Management
Recipient's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program
(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
(3) Effective control over and accountability for all funds, property, and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of this Agreement.
(6) Cost accounting records that are supported by backup documentation.

Competition
Any procurement shall be done in compliance with all local and State procurement rules and laws and done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate an unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements.

Codes of Conduct
The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Licensing and Permitting
All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

ATTACHMENT G

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective Contractor or subcontractor of Gadsden County certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by the State of Florida.

(2) In accordance with the requirements of section 287.135(5), F.S., the vendor certifies that it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

(3) If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor certifies it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/

(4) The Vendor certifies it has completed and provided an affidavit signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in section 787.06, F.S.

CONTRACTOR:

	Gadsden County
Company Name	Recipient's Name
	DMS-P2-25-07-09
Name and Title	Department's Contract Number

Street Address

City, State, Zip

Signature

Date

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Attachment H
Final Administrative Closeout Report

(Due within sixty (60) days of completion of the activities contained in the Agreement or sixty (60) days after termination of the Agreement.)

County: Gadsden County
Report Number: _____
Report Date: _____

Project Status Update (include milestones completed, percentage completed, and schedule with estimated dates for completion. Include the program outcomes achieved and if the product/service meets/exceeds/does not meet the requirements/standards/service performance):

Problems/Delays (Describe **issues** or circumstances that affected completion date, milestones, the scope of work, and/or any open issues):

Lessons Learned (State the lessons learned in terms of a problem or issue. Describe the problem, and identify recommended improvements to correct a similar problem in the future):

Cost Status: ■ Cost Unchanged ■ Under Budget ■ Over Budget
Notes:
Signature of Authorized Official _____ Date _____

Attachment I
Request for Payment to Rural Community or Rural Area of Opportunity (Rural Payment)

Prepare an itemized Request for Payment to Rural Community or Rural Area of Opportunity in each budget category for each deliverable. Attach copies of purchase orders, itemized invoices, and any other expenditure justifications which reflect the deliverables provided during the reporting period. If there is insufficient space, please include details in an attachment.

Recipient:	Gadsden County	**Project Name:**	PSAP Enhancements	**Request Number:**		**Request Date:**	

Budget Categories						
Deliverable Items	Unit Price ($)	Quantity	Total Amount ($)		Previous Request Amount ($)	Current Request Amount ($)
A. Systems (Hardware, Software, Equipment & Labor)						
B. Services (i.e. Training, Maintenance and Warranty Items)						
Request for Payment to Rural Community or Rural Area of Opportunity Total			$69,221.89			

Approximate amount of funding available (Percentage) %	
Documentation Received by:	
_____ Signature of Authorized Official	_____ Date

Attachment I (Continued)
Request for Payment to Rural Community or Rural Area of Opportunity
ITEMIZED LIST FOR PAYMENT REQUESTS

RECIPIENT: Gadsden County AGREEMENT #: DMS-P2-25-07-09

Recipient's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work, or performance services.	DOCUMENTATION List documentation (Recipient's purchase order, signed inventory receipt, and name of the vendor or contractor/subcontractor) by category and line item in the approved project application and give a brief description of the articles or services.	Total Eligible Costs
		TOTAL	

DATAMARK®
Software as a Service Agreement

This Software as a Service (SaaS) Agreement (the "**Agreement**"), by and between DATAMARK, a division of Michael Baker International, Inc. ("Michael Baker"), Michael Baker is a Pennsylvania corporation with offices located at 5 Hutton Centre Drive, Suite 500, Santa Ana, CA 92707 ("**DATAMARK**", "Contractor") and the Ordering Activity ("Ordering Activity") identified in the underlying Multiple Award Schedule ("MAS") contract or orders set forth the terms and conditions that govern the Ordering Activity's use of the service.

WHEREAS, Ordering Activity wishes to procure from DATAMARK the access and use of Validate-Edit-Provision (VEP) software described herein, and DATAMARK wishes to provide such access and use of VEP software to Ordering Activity, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the following terms and conditions will apply to the software and Related Materials provided under this Agreement and subscriptions placed thereunder.

1. VEP Software.

1.1. VEP Systems. Subject to and conditioned on Ordering Activity's and its Authorized Users compliance with the terms and conditions of this Agreement during the Term, DATAMARK shall use commercially reasonable efforts to provide to Ordering Activity and its Authorized Users access and use of the DATAMARK VEP Software as described below, (collectively, the "**VEP Software**"), in accordance with the Related Materials and terms and conditions hereof, including to host, manage, operate, and maintain the VEP Software for remote electronic access and use by Ordering Activity and its Authorized Users.

The VEP Software is implemented using cloud native technology to provide capability for the validating, editing, and provisioning of GIS data for public safety grade GIS data (the "**VEP Systems**"). DATAMARK shall also provide to Ordering Activity and its Authorized Users, as it becomes available, materials related to the access and use of VEP Software (e.g., "**Related Materials**"). For example DATAMARK may provide Related Materials comprising specifications, documentation, other information, other data, documents, materials, works, other content, devices, methods, processes, hardware, other software and other technologies or inventions, including any deliverables, descriptions (e.g., technical, functional, etc.), requirements, plans, or reports, that are provided or used in connection with the VEP Software or otherwise comprise or relate to the VEP Software or VEP Systems. "Documentation" includes any manuals, instructions or other documents or materials that the DATAMARK provides or makes available to Ordering Activity in any form or medium and which describe the functionality, components, features or requirements of the VEP Software, such as any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

Maintenance and support of the VEP Software for access and use by Ordering Activity and its Authorized Users will be in substantial conformity with the documentation and support based on the Service Level Agreement and Maintenance Terms provided in Appendix A.

Unless otherwise agreed to in the terms of the underlying MAS contract or order, the Service Offering Period shall begin upon the Effective Date and will continue for the term specified in the order.

Authorized Users may use the Software only under the terms and conditions of this Agreement and the terms of the underlying MAS contract or order.

If an Authorized User of the Software is a branch, bureau, agency, or other instrumentality of the U.S. Government, the following provision applies: The Software and Documentation delivered are 'commercial computer software' and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995 as amended Nov. 7, 2007) and are provided for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F. R. 12.212.

1.2. VEP Software and System Control. Except as otherwise expressly provided in this Agreement or in the Service Level Agreement and Maintenance Terms provided in Appendix A, as between the parties:

a) DATAMARK has and will retain sole control over the operation, provision, maintenance and management of the VEP Software and Related Materials, including the: (i) DATAMARK Systems; (ii) selection, deployment, modification and replacement of the VEP Software; and (iii) performance of support, maintenance, upgrades, corrections and repairs as described in Appendix A; and

b) All right, title and interest in and to the DATAMARK SaaS, including the VEP System, VEP Software, and Related Materials, including all Intellectual Property Rights therein, are and will remain with DATAMARK and the respective rights holders in the Third-Party Materials. Ordering Activity has no right, license or authorization with respect to any of the DATAMARK SaaS except as expressly set forth in Section 2 and 3 or the applicable third-party license. All other rights in and to the VEP System, VEP Software, and the Related Materials are expressly reserved by DATAMARK and the respective third-party licensors.

1.3. Changes. DATAMARK reserves the right, in its sole discretion, to make any changes to the VEP Software and Related Materials that it deems necessary or useful.

2. DATAMARK SaaS. The specific DATAMARK internet-accessible service identified in Exhibit A that provides use and access of DATAMARK's VEP System and VEP Software that is remotely hosted by DATAMARK and/or its network provider and made available to Ordering Activity over a network on a term-use basis ("**DATAMARK SaaS**").

2.1. Authorization. DATAMARK hereby grants to Ordering Activity, during the Term, a non-exclusive, non-assignable, worldwide right to access, use, display, and execute the VEP Systems solely for the permitted Use by and through Authorized Users in accordance with the conditions and limitations set forth in this Agreement and up to the number of seats as documented in Exhibit C. DATAMARK hereby grants a non-exclusive, non-assignable, worldwide right to access, use, and display the VEP Software, and Related Materials. The grants herein are subject to and conditioned on Ordering Activity's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement.

2.2. Remote Host. Ordering Activity acknowledges that this Agreement is a SaaS agreement and DATAMARK will not be delivering copies of the Software to Ordering Activity as part of this SaaS Agreement.

2.3. Ordering Activity Systems. Ordering Activity has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Ordering Activity Systems, and sole responsibility for all access to and use of the VEP Software and Related Materials by any Person by or through the Ordering Activity Systems or any other means controlled by Ordering Activity or any Authorized User, including any: (i) information, instructions or materials provided by any of them to the VEP Software or DATAMARK SaaS; (ii) results obtained from any use of the DATAMARK SaaS or Related Materials; and (iii) conclusions, decisions or actions based on such use.

2.4. License from Ordering Activity. Subject to the terms and conditions of this SaaS Agreement, Ordering Activity shall grant to DATAMARK a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Ordering Activity Content, such as data and materials provided by Ordering Activity to DATAMARK for use in connection with the VEP Software, including, without limitation, Ordering Activity applications, data files, and graphics, within the VEP System solely as necessary by DATAMARK to provide access and use of the VEP Software to Ordering Activity.

2.5. Ordering Activity Data; Resultant Data. As between Ordering Activity and DATAMARK, Ordering Activity is and will remain the sole and exclusive owner of all right, title and interest in and to Ordering Activity Data and Resultant Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Sections 1.2 (VEP Software and System Control), Section 2.6 (Reservation of Rights), 9.2 (Additional Ordering Activity Representations, Warranties and Covenants), 9.4 (No Other Rights) hereto.

2.5.1. Consent to Use Ordering Activity Data, Resultant Data. Subject to the MAS contract clause 552.212-4 and the awarded order , Ordering Activity hereby grants all such rights and permissions in or relating to Ordering Activity Data and Resultant Data: (a) to DATAMARK, its Subcontractors and the DATAMARK Personnel as are necessary or useful to perform the DATAMARK SaaS; and (b) to DATAMARK as are necessary or useful to enforce this Agreement and exercise its rights and perform its obligations hereunder.

2.6. Reservation of Rights. Except as expressly set forth in Section 2.1 hereto, nothing in this Agreement grants any right, title or interest in or to, and no license under any Intellectual Property Rights in or relating to, the VEP Software, VEP System, Related Materials, or Third Party Materials, whether expressly, by implication, estoppel or otherwise. Subject to Section 3 hereto, all right, title and interest in and to the VEP Systems, VEP Software, the Related Materials and the Third-Party Materials are and will remain with DATAMARK and the respective rights holders in the Third-Party Materials.

2.7. Restrictions. Ordering Activity will not and shall not permit anyone access or use of the VEP Software and Related Materials except as expressly permitted by this Agreement, and in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Ordering Activity shall not: rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available in whole or in any parts of the VEP System, the VEP Software, or Related Materials, to any Person or entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; access or use the subscription, VEP System, VEP Software, or the Related Materials for purposes of competitive analysis, the development, provision or use of a competing software service or product or any other purpose that is to DATAMARK's detriment or commercial disadvantage; or otherwise access or use the VEP System, VEP Software, or the Related Materials beyond the scope of the authorization granted under the terms of the SaaS Agreement.

2.8. Geographic Use. Ordering Activity shall only use the VEP Software for the applicable geographic area of the underlying MAS contract.

3. Service Levels. The Service Level and Maintenance Agreement for the DATAMARK SaaS, the access and use of the VEP Software and VEP Systems is provided in Appendix A.

4. Ordering Activity Obligations.

4.1. Ordering Activity Systems and Cooperation. Ordering Activity shall at all times during the Term: (a) set up, maintain and operate in good repair and in accordance with the Related Materials all Ordering Activity Systems on or through which the VEP Software is accessed or used; (b) provide DATAMARK Personnel with such access to Ordering Activity's premises and Ordering Activity Systems as is necessary for DATAMARK to perform the DATAMARK SaaS in accordance with the SLA of Appendix A and Related Materials; and (c) provide all cooperation and assistance as DATAMARK may reasonably request to enable DATAMARK to exercise its rights and perform its obligations under and in connection with this SaaS Agreement.

4.2. Effect of Ordering Activity Failure or Delay. DATAMARK is not responsible or liable for any delay or failure of performance caused in whole or in part by Ordering Activity's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Ordering Activity Failure**").

4.3. Corrective Action and Notice. If Ordering Activity becomes aware of any actual or threatened activity prohibited by Section 2.3, Ordering Activity shall, and shall

cause its Authorized Users to, immediately: (a) take all reasonable and lawful hereto measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the DATAMARK SaaS and Related Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify DATAMARK of any such actual or threatened activity.

4.4. Audit. Ordering Activity gives DATAMARK unlimited rights to conduct an audit with reasonable advance notice to ensure that additional users that do not have licenses are not accessing the system. The DATAMARK SaaS may be suspended or terminated if DATAMARK believes, in its good faith and reasonable discretion, that: (i) Ordering Activity or any Authorized User has failed to comply with, any term of this Agreement, e.g., non-payment of fee, or accessed or used the DATAMARK SaaS beyond the scope of the rights granted, (e.g., more individuals accessing system than license paid for, etc.); (ii) Ordering Activity or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the DATAMARK SaaS; or (iii) this SaaS Agreement expires or is terminated.

4.5. Notwithstanding Clause 4.4 above, permission granted to DATAMARK to audit the Authorized User's compliance with the terms of this agreement is hereby amended as follows:

Discrepancies found in an audit may result in a charge by DATAMARK to the Government. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying MAS contract or order.

This charge, if disputed by the Government, will be resolved in accordance with 552.212-4(d) (Disputes); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.

Any audit requested by the contractor will be performed at DATAMARK's expense, without reimbursement by the Government.

5. Data Obligations.

5.1. Security Measures. DATAMARK will employ security measures in accordance with applicable industry practice. The VEP Software secures and restricts data access to Ordering Activity Data and/or Resultant Data through customized download and editing modules eliminating a need for additional plugins or downloads. Access to the DATAMARK SaaS is restricted to Authorized Users only and no data is made publicly available. File level access or repository browsing are transmitted through secure channels, including HTTPS security, and such capabilities are secured and not exposed to any Ordering Activity, data files used with the VEP Software are scanned for virus and malware, security performed in virtually isolated digital locations for safety from other Ordering Activity Data and Resultant Data.

5.2. Ordering Activity Control and Responsibility. Ordering Activity has and will retain sole responsibility for: (a) all Ordering Activity Data, including its content and use and any data that is not accurate; (b) all information, instructions and

materials provided by or on behalf of Ordering Activity or any Authorized User in connection with the DATAMARK SaaS; (c) Ordering Activity's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Ordering Activity or through the use of third-party services ("**Ordering Activity Systems**"); (d) the security and use of Ordering Activity's and its Authorized Users' Access Credentials; and (e) all access to and use of the VEP Software, VEP Systems, and Related Materials directly or indirectly by or through the Ordering Activity systems or its Authorized Users' access credentials, with or without Ordering Activity's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use. Ordering Activity will retain sole responsibility for prohibiting any actions to bypass or breach any security or protection used by the VEP System and/or the VEP Software, by any authorized user of Ordering Activity, or those that thereby access or use the VEP System and/or the VEP Software, other than by an Authorized User through the use of his or her own then-valid Access Credentials.

5.3. Data Breaches. DATAMARK shall implement and maintain a program for managing unauthorized disclosure or exposure of Ordering Activity Data stored by or accessible through the VEP Systems ("Data Breaches"). In the event of a Data Breach, or in the event that DATAMARK suspects a Data Breach, DATAMARK shall (i) promptly notify Ordering Activity by telephone and (ii) cooperate with Ordering Activity and law enforcement agencies, where applicable, to investigate and resolve the Data Breach. DATAMARK shall give Ordering Activity prompt access to such records related to a Data Breach as Ordering Activity may reasonably request; provided such records shall be DATAMARK's Confidential Information pursuant to Section 8 (Nondisclosure), and DATAMARK shall not be required to provide Ordering Activity with records belonging to, or compromising the security of, it's other Ordering Activities.

5.4. Access and Security. Ordering Activity shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the DATAMARK SaaS; and (b) control the content and use of Ordering Activity Data, including the uploading or other provision of Ordering Activity Data for Processing by the DATAMARK SaaS. Ordering Activity shall prohibit any actions to input, upload, transmit or otherwise provide to or through the VEP System, the VEP Software, or any of DATAMARK's computers or systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code, back door or otherwise damage, destroy, disrupt, disable, impair, interfere with, attempt to damage, interfere, or impede or harm in any manner the VEP System, the VEP Software, any DATAMARK Systems or activities related to DATAMARK's provision of VEP Software to any party, in whole or in part.

5.5. Suspension or Termination of Services. DATAMARK may suspend, terminate or otherwise deny Ordering Activity's, or any Authorized User's access to or use of all or any part of the VEP Software or Related Materials, without incurring any resulting obligation or liability, if DATAMARK receives a judicial or other governmental demand or order that requires DATAMARK to do so.

6. Orders and Payments.

6.1. Orders. All services acquired by DATAMARK orders placed by the Ordering Activity are subject to the terms of the underlying MAS contract (and/or order) and this SaaS Agreement. If there is any conflict between an order and this agreement, the MAS Contract is controlling. The Ordering Activity order number assigned to a SaaS Agreement will be provided to DATAMARK, in writing, prior to the start of any work.

6.2. Invoice and Payment. The Ordering Activity agrees to pay DATAMARK the fees agreed to at the order level set forth in Exhibit B. DATAMARK shall invoice Ordering Activity for all fees on the SaaS Agreement effective date. Ordering Activity shall pay all undisputed invoices within 30 days after Ordering Activity receives the invoice. Except as expressly provided otherwise, fees are non-refundable.

6.3. Fee Increases. DATAMARK Fees defined in Exhibit B of this Agreement are specified in the terms of the underlying MAS contract and/or Ordering Activity order.

6.4. Payment. Ordering Activity shall pay all invoices within thirty (30) calendar days after the date of the invoice. Ordering Activity shall make payments to the address or account specified on the invoice or such other address or account as DATAMARK may specify in writing from time to time.

6.5. Taxes. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as Authorized User will be governed by the terms of the underlying MAS contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

7. Term and Termination.

7.1. Initial Term. Unless otherwise agreed to in the terms of the underlying MAS contract or order, the Service Offering Period shall begin upon the Effective Date and will continue for the term specified in the order.

7.2. Termination. Either party may terminate this SaaS Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach.

7.3. Renewal. This Agreement shall automatically renew on expiration of the (12) month term for additional (12) month periods, unless either party requests termination at least thirty (30) days prior to the end of the then-current term. VEP is sold on an annual subscription basis. Pricing and equitable price adjustments (EPAs) are established at the MAS contract level.

7.4. Effect of Expiration or Termination.

7.4.1. Upon any expiration or termination of this Agreement, DATAMARK shall immediately cease providing the VEP Software and all usage rights granted under this SaaS Agreement shall terminate.

7.4.2. If DATAMARK terminates this SaaS Agreement due to a breach by Ordering Activity, then Ordering Activity shall immediately pay to DATAMARK all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Ordering Activity terminates this SaaS Agreement due to a breach by DATAMARK, then DATAMARK shall immediately repay to Ordering Activity all pre-paid amounts for any unperformed DATAMARK SaaS scheduled to be delivered after the termination date.

7.4.3. DATAMARK agrees to preserve and back up Ordering Activity's entire database as it would have had the Agreement not been terminated. Ordering Activity shall make arrangements for the transfer of such data back to Ordering Activity at Ordering Activity's costs within thirty (30) days of any termination unless such termination is a result of Ordering Activity's failure to pay DATAMARK any amounts due hereunder, in which case, Ordering Activity is not entitled to any such data until its account is made current. In all events, DATAMARK shall preserve Ordering Activity's data for no more than five years following termination of this Agreement.

8. Confidentiality.

8.1. Definition. "Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this SaaS Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself, including trade secrets, secret designs, research and development disclosures, or proprietary information. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Ordering Activity Content as contemplated by this SaaS Agreement, Ordering Activity Content is deemed Confidential Information of Ordering Activity. DATAMARK Software and Documentation are deemed Confidential Information of DATAMARK.

8.2. Confidentiality. During the term of this SaaS Agreement and for 5 years thereafter, each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or

unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

8.3. Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the parties, but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

9. Representations and Warranties.

9.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that:

a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement;

c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

d) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2. Additional Ordering Activity Representations, Warranties and Covenants. Ordering Activity represents, warrants and covenants to DATAMARK that Ordering Activity owns or otherwise has and will have the necessary rights and

consents in and relating to the Ordering Activity Data so that, as received by DATAMARK and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

9.3. Warranty and Disclaimer. DATAMARK shall use reasonable efforts consistent with prevailing industry standards to maintain the DATAMARK SaaS in a manner which minimizes errors and interruptions in the DATAMARK SaaS and shall provide access and use of the VEP Software and perform implementation of VEP Systems in a professional and workmanlike manner. The DATAMARK SaaS may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by DATAMARK or by third-party providers, or because of other causes beyond DATAMARK's reasonable control, but DATAMARK shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service interruption. HOWEVER, DATAMARK DOES NOT WARRANT THAT THE DATAMARK SAAS WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE VEP SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE VEP SOFTWARE AND VEP SYSTEMS ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9.3.1. Indemnification by DATAMARK. If a third party makes a claim against Ordering Activity that the SaaS Services infringe any patent, copyright or trademark, or misappropriates any trade secret, DATAMARK shall defend Ordering Activity and its directors, officers and employees against the claim at DATAMARK's expense and DATAMARK shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by DATAMARK, to the extent arising from the claim. DATAMARK shall have no liability, duty to defend, or indemnify for any claim based on (a) the Ordering Activity Content, (b) modification of the DATAMARK SaaS not authorized by DATAMARK, or (c) use of the DATAMARK SaaS other than in accordance with the Documentation and this SaaS Agreement. DATAMARK may, at its sole option and expense, procure for Ordering Activity the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Ordering Activity any amount paid by Ordering Activity with respect to the Subscription Term following the termination date.

9.3.1. Indemnification by Ordering Activity. If a third party makes a claim against DATAMARK that the Ordering Activity Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Ordering Activity shall defend DATAMARK and its directors, officers and employees against the claim at Ordering Activity's expense and Ordering Activity shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a

written settlement agreement signed by Ordering Activity, to the extent arising from the claim. Ordering Activity shall defend and indemnify DATAMARK for any claim based on (a) the Ordering Activity Content, (b) modification of the DATAMARK SaaS not authorized by DATAMARK, or (c) use of DATAMARK SaaS other than in accordance with the Documentation and this SaaS Agreement.

9.3.2. Conditions for Indemnification. A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

9.3.3. DATAMARK may, if threatened with infringement or an enjoinment, at its option and sole cost and expense: by written notice to Ordering Activity, terminate this Agreement with respect to all or part of the VEP Software and Related Materials, and require Ordering Activity to immediately cease any use of the VEP Systems and Related Materials or any specified part or feature thereof.

9.4. No Other Rights. Ordering Activity has no title to or ownership of, any intellectual property rights with respect to the Software including, without limitation, any related copyrights, trademarks, patents, trade secrets, or inventions performed with the VEP Software, DATAMARK VEP computer source code, descriptions of the VEP Software, and other intellectual property rights in the underlying functions, look, and feel of the VEP Systems. Ordering Activity has only the granted rights with respect to the Software that are expressly set forth in this Agreement. Ordering Activity has no other rights, implied or otherwise. Ordering Activity acknowledges and agrees that the Software is being licensed, not sold, and that rights to access the Software are acquired only under this license from DATAMARK. The source code of the Software constitutes valuable trade secrets of, and confidential and proprietary information to, DATAMARK and its suppliers, and (a) may not be distributed, disclosed or otherwise provided to third parties, and (b) may be used only internally and only in conjunction with and for Ordering Activity's own authorized internal use of the Related Materials.

9.5 U.S. Government Restricted Rights

If this SOFTWARE PRODUCT is acquired or subscribed directly or indirectly on behalf of a unit or agency of the United States Government, this provision applies. For civilian agencies: This SOFTWARE PRODUCT was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with subparagraphs (a) through (d) of the Commercial Computer Software - Restricted Rights clause at 52.227-19 of the Federal Acquisition Regulations ("FAR") and its successors, and is unpublished and all rights are reserved under the copyright laws of the United States. For units of the Department of Defense ("DoD"): This SOFTWARE PRODUCT is "commercial computer software" as defined at DFARS 252.227-7014 and the rights of the Government are as specified at DFARS 227.7202-3.

10. Limitations of Liability.

NEITHER PARTY (NOR ANY SERVICE, LICENSOR OR OTHER SUPPLIER OF DATAMARK) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY ORDERING ACTIVITY UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections entitled "Restriction", "Indemnification", or "Confidentiality".

11. General Provisions.

11.1. Non-Exclusive Service. Ordering Activity acknowledges that SaaS Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict DATAMARK's ability to provide the SaaS Services or other technology, including any features or functionality first developed for Ordering Activity, to other parties.

11.2. Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating other relationships between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.

11.3. Publicity. DATAMARK may include Ordering Activity's name and/or logo in its Ordering Activity lists and on its website. Upon signing, DATAMARK may issue a high-level press release announcing the relationship and the manner in which Ordering Activity will use the DATAMARK Software and System solution. DATAMARK shall coordinate its efforts with appropriate communications personnel in Ordering Activity's organization to secure approval of the press release if necessary.

11.4. Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS Services. Ordering Activity agrees that such export control laws govern its use of the DATAMARK SaaS (including technical data) and any SaaS deliverables provided under this Agreement, and Ordering Activity agrees to comply with all such export laws and regulations. Ordering Activity agrees that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

11.5. Notices. Except as otherwise permitted in this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be deemed to have been given

(a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile or email, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth on the cover page of this SaaS Agreement.

11.6. Interpretation. The parties intend this SaaS Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

11.7. Headings. The headings in this SaaS Agreement are for reference only and do not affect the interpretation of this Agreement.

11.8. Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.

11.9. Entire Agreement. This SaaS Agreement (including the exhibits and appendices) and constitute the entire, fully integrated agreement between the parties with respect to the subject matter hereof. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized DATAMARK representative and the Contracting Officer.

11.10. DATAMARK Personal Data Obligations. In performing the SaaS Agreement, DATAMARK will comply with the Michael Baker, International (Michael Baker) Privacy Policy, which is available at https://mbakerintl.com/privacy-policy/, and incorporated herein by reference. The Michael Baker Privacy Policy is subject to change at Michael Baker's discretion; however, Michael Baker's policy changes will not result in a material reduction in the level of protection provided for Ordering Activity data during the period for which fees for the VEP Software have been paid. The policies referenced in this SaaS Agreement specify our respective responsibilities for maintaining the security of Ordering Activity data in connection with the SaaS Agreement. DATAMARK will only process Ordering Activity Personal Data in a manner that is reasonably necessary to provide a VEP System and/or VEP Software and will only process Ordering Activity Personal Data for the purpose of delivering DATAMARK SaaS.

11.11. Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval.

11.12. No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall

confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or because of this Agreement.

11.13. Severability. If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.

11.14. Surviving Terms. Sections 1, 2, and 7 through 11 of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.

11.15. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Pennsylvania.

11.16. Compliance with Laws. DATAMARK shall comply with all applicable local, state, national in connection with its delivery of the DATAMARK SaaS, including those laws related to data privacy, and the transmission of technical or personal data.

11.17. Disputes. This SaaS Agreement is subject to 41 U.S.C. chapter 71, Contract Disputes, incorporated by reference in the underlying MAS Contract. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

11.18. Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Software as a Service Agreement as of the provided effective date: 11/06/25

MICHAEL BAKER **ORDERING ACTIVITY**

INTERNATIONAL, INC (DATAMARK)	(GADSDEN COUNTY)
Signature: Robert J. Murphy	Signature: Eric Hinson
Name: Robert Murphy	Name: Eric J. Hinson
Title: VP, Chief Revenue Officer	Title: Chairman
Date: 11/06/25	Date: June 3, 2025

EXHIBIT A: SCOPE OF WORK

This Scope of Work is attached to and made part of the GSA Federal Acquisition Services contract 47QRAA21D008D between Gadsden County and DATAMARK, the public safety division of Michael Baker International, Inc.

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This Scope of Work is attached to and made part of the GSA Federal Acquisition Services contract 47QRAA21D008D between Gadsden County and DATAMARK, the public safety division of Michael Baker International, Inc.

DATAMARK's Scope of Work includes the following Professional Services and SaaS Solutions:

Professional Services
SIN 541370GIS: Geographic Information Systems (GIS) Services

- Strategic Planning and Implementation Plan
- Address Comparison and Evaluation (ACE)
- ACE Candidate Address Point Placement
- NG9-1-1 GIS Data Remediation
- Boundary Facilitation and Correction
- GIS Data Creation: NG9-1-1 ESB Boundary Layers
- GIS Managed Services (Five Years)
- Automated GIS Data Upload to VEP (Five Years)

SaaS Solutions
SIN 518210C: Cloud Computing and Cloud Related IT Professional Services

- DATAMARK VEP Validator (Five Years)
- DATAMARK VEP Aggregator (Five Years)
- MSAG Generator (Five Years)
- GIS Data Hosting (Five Years)

Detailed descriptions of DATAMARK's Professional Services and SaaS Solutions are provided below.

Strategic Planning and Implementation Plan

DATAMARK's Strategic Planning and Implementation Plan services evaluate current public safety, addressing, and GIS data and the data management environment to develop future state recommendations and an implementation plan for creating and maintaining GIS workflows, addressing, and datasets. Strategic Planning services are delivered in phases.

DATAMARK performs a **Current State Assessment and Gap Analysis** of your addressing and GIS data, data environment, and management processes to assess GIS data readiness for NG9-1-1.

The results of our assessments and analysis are then used to document **Future State Recommendations** to achieve GIS data objectives, data management goals, and overall

NG9-1-1 GIS data readiness. Following the completion of Strategic Planning services, our team conducts a review of the results of the Current State Assessment and Gap Analysis and Future State Recommendations.

Following completion of the Strategic Planning tasks, DATAMARK uses the results of our assessments and reviews to create a comprehensive **Implementation Plan** for clients requiring additional support putting Future State Recommendations into practice. The Implementation Plan identifies the key stakeholders, resource staffing requirements, addressing and GIS technologies, processes, workflows, and deliverables to successfully realize our Future State Recommendations.

DATAMARK will provide Gadsden County with the following services:

Strategic Planning: Current State Assessment and Gap Analysis
Strategic Planning: Future State Recommendations
Implementation Plan

Complete descriptions of our Strategic Planning and Implementation Plan services, including key responsibilities and deliverables, are provided below.

Strategic Planning: Current State Assessment and Gap Analysis

The Current State Assessment and Gap Analysis evaluates Gadsden County's GIS data, GIS and addressing workflows, processes, and the GIS environment to provide an accurate Gap Analysis and needs assessment of Gadsden County's GIS data and GIS data objectives.

Current State Assessment

The DATAMARK team conducts interviews with technical staff, internal stakeholders, and external stakeholders to develop a comprehensive understanding of the addressing and GIS data environment and GIS management processes. During the Current State Assessment, DATAMARK compares data management practices and workflows to NENA standards to determine readiness for deployment in both the current and legacy 9-1-1 and NG9-1-1 environments.

Gap Analysis

DATAMARK performs a Gap Analysis on NG9-1-1 related data to determine NG9-1-1 readiness and adherence to NENA NG9-1-1 standards. We assess Gadsden County's GIS and public safety data, including MSAG and ALI, for data quality using a comprehensive series of validations. The results of these validations are delivered in a formal review with Gadsden County.

Reviewing Results of the Current State Assessment and Gap Analysis

DATAMARK conducts a formal review of the results of the Current State Assessment and Gap Analysis. This review will include the findings of the Current State Assessment, and the results of the data validations performed during the Gap Analysis.

Development of Future State Recommendations

Results of the Current State Assessment and Gap Analysis are used to develop Future State Recommendations, described below. We will work with Gadsden County to discuss how the results impact your GIS data objectives and how they may be presented to support your GIS data objectives, data management goals, and NG9-1-1 GIS data readiness.

Current State Assessment and Gap Analysis Tasks, Responsibilities, and Deliverables

Gadsden County Tasks and Responsibilities

- Provide copy of current GIS data to DATAMARK for validation checks
- Provide documentation of GIS data workflows, address management, and public safety applications
- Accept report of the Current State Assessment
- Provide introductions to key personnel for outreach from DATAMARK

DATAMARK Deliverables

- Conduct interviews with Gadsden County and stakeholders
- Perform validations on Gadsden County's GIS data
- Deliver Current State Assessment to Gadsden County

Strategic Planning: Future State Recommendations

DATAMARK will document clearly defined Future State Recommendations that align with Gadsden County's GIS data management objectives and resolve quality, workflow, and process issues identified in the existing GIS environment. Our recommendations are based on the gap analysis and needs assessment, interviews, and data validations performed during the Current State Assessment. DATAMARK documents stakeholders' GIS objectives and data management goals. Recommendations are documented and reviewed with project stakeholders prior to release of the final report.

Future State Recommendations can be used to justify funding and grant requests, define deliverables for GIS data projects, determine needs for additional staffing, and develop the scope of services for location data projects and RFPs. DATAMARK's recommendations clearly identify the steps needed to resolve issues identified in the Current State Assessment, define the solutions and services that will improve the GIS data environment, and optimize data management workflows.

DATAMARK provides clients and stakeholders with a report which concisely details each of the Future State Recommendations for developing reliable high-quality public safety GIS data and creating efficient, consistent, and GIS data management processes.

Future State Recommendations require the completion of a Current State Assessment and Gap Analysis and are required to develop the Implementation Plan. The Implementation Plan, described in detail in the next section, defines the stakeholders, resources, schedule, and deliverables to implement our Future State Recommendations.

Future State Recommendations Tasks, Responsibilities, and Deliverables

Gadsden County Tasks and Responsibilities

- Complete a Current State Assessment and Gap Analysis
- Accept the final report for Future State Recommendations

DATAMARK Deliverables

- Deliver Future State Recommendations to Gadsden County

Implementation Plan

DATAMARK will create an Implementation Plan that identifies the stakeholders, resources, deliverables, technologies, processes, and project schedule necessary to implement the Future State Recommendations. The Implementation Plan is developed in close coordination with Gadsden County personnel and external stakeholders to identify and prioritize the most important needs, including:

- Resourcing required to implement each stage of the plan and responsible entities
- Technology resources required to support the plan
- Deliverables and timing for each stage of the implementation

Implementation Plan objectives are based on the Future State Recommendations and developed following the SMART philosophy. Each objective is Specific, Measurable, Assignable, Realistic, and Time-related. The Implementation Plan will also consider:

- Client requirements
- Time constraints
- Other critical projects
- Resource availability

DATAMARK conducts follow-up meetings with Gadsden County team members and project stakeholders to review the Implementation Plan and project schedule.

Development of an Implementation Plan requires the completion of both Strategic Planning services: Current State Assessment and Future State Recommendations.

If additional support is required to implement our Future State Recommendations, DATAMARK offers a broad range of GIS software and services including SaaS based GIS data management solutions, GIS project management services, and GIS data creation, refinement, and remediation services.

Implementation Plan Tasks, Responsibilities, and Deliverables

Gadsden County Tasks and Responsibilities

- Complete the Current State Assessment and Future State Recommendations services, and review the results of each with DATAMARK
- Accept the completed Implementation Plan

DATAMARK Deliverables

- Facilitate workshop sessions with client staff and external stakeholders
- Deliver completed Implementation Plan to Gadsden County
- Formal review of the Implementation Plan with Gadsden County

Address Comparison and Evaluation (ACE)

DATAMARK will perform an Address Comparison and Evaluation (ACE) that compares Gadsden County's master address source to other sources containing address records to identify potentially missing address data. DATAMARK will verify address data against highly accurate location data, returning a report of the results and a table of missing addresses with the data.

Our team of GIS professionals will work with Gadsden County to identify which address sources are the best fit for use in the analysis. Gadsden County may provide up to five (5) data sources such as parcel or utility databases, waste management records, etc. to compare against its master address dataset. ACE supports additional commercial address data sources which may be identified prior to initiation; additional fees may apply if they are procured by DATAMARK.

DATAMARK assigns a Weighted Confidence Score to each address in the master address source, based on its recurrence across the supplementary data sources and validation against commercial location data. This score allows our team to assess the validity of address candidates identified as missing from the master address database.

After completing the ACE, DATAMARK provides a summary report of the results of the ACE and a table of potentially missing address candidates in tabular or spatial format. This table includes subaddress information (i.e., apartment, suite, etc.) identified in the analysis. DATAMARK will review the table to provide a breakdown of their confidence levels to prioritize investigation and placement within the master address database by Gadsden County. Placement of missing address point candidates in the master address database is not included with the ACE service.

ACE Tasks, Responsibilities, and Deliverables

Gadsden County Tasks and Responsibilities

- Provide master address database
- Provide up to five (5) spatial or tabular address data sources
- Review ACE results and report of missing address candidates

DATAMARK Deliverables

- Provide report of the ACE process and summary of findings
- Provide feature class or tabular list of potentially missing address candidates, including subaddress data
- Procure additional commercial data to supplement ACE if necessary, following discussions with Gadsden County

ACE Candidate Address Point Placement

Following the completion of an ACE, DATAMARK will perform placement of potentially missing address point candidates identified in the ACE at consistent and logical locations, using local data and following best practices for address point placement.

DATAMARK's public safety GIS professionals will review Gadsden County's GIS data management practices, analyze GIS datasets, and place approximately **10%** of the county's missing address point candidates (estimated at 600 address points). The estimated number of address points to be placed is based on a review of Gadsden County's GIS data and our experience completing address point projects for similarly sized jurisdictions.

If the actual number of potentially missing address point candidates exceeds this estimate and the project scope requires adjustment, we will discuss amendments to the service agreement to adjust the overall scope and pricing to complete ACE candidate address point placement.

ACE Candidate Address Point Placement Method

DATAMARK will review the candidate layer developed during the ACE and place missing address point candidates using available local data supplied by Gadsden County such as parcel boundaries, building footprints, and aerial imagery. Our team follows GIS and public safety best practices along with local GIS data management policies to accurately place missing address point candidates found in the ACE.

Missing address points are placed in the ACE candidate layer and assigned a placement status noting they are added, or additional information is needed to place them. Address points that cannot be placed using local data or through additional research are placed at the parcel centroid and their status will indicate further investigation is required to place them.

Field verification of missing address points is to be performed by Gadsden County if required unless additional services have been contracted with DATAMARK. Our team can provide consultation to advise next steps and best practices for placing missing address points to be verified in the field.

DATAMARK's GIS professionals follow the applicable guidelines for consistent, standardized placement of address points described in NENA information document *Development of Site/Structure Address Point GIS Data for 9-1-1* (NENA-INF-014.1-2015).

Updated Address Point Layer and Summary Report

Following the completion of ACE candidate point placement, DATAMARK will deliver the updated ACE candidate feature class to Gadsden County along with a report that summarizes the data analysis and address point placement services which were performed.

The updated ACE candidate feature class can be used to directly integrate missing features back into the live address point layer, or DATAMARK can coordinate with Gadsden County to load updated address points into the address point layer.

ACE Candidate Address Point Placement Tasks, Responsibilities, and Deliverables

Gadsden County Tasks and Responsibilities

- Complete an ACE, during which GIS data has been provided to DATAMARK

- Discuss and accept DATAMARK's address point placement processes and methods
- Accept the results of the ACE candidate address point placement when completed

DATAMARK Deliverables

- Return Gadsden County database with ACE candidate address point placement and placement status
- Provide a report with a summary of the ACE candidate address point placement service
- Load verified and updated address points into the address point layer, if requested

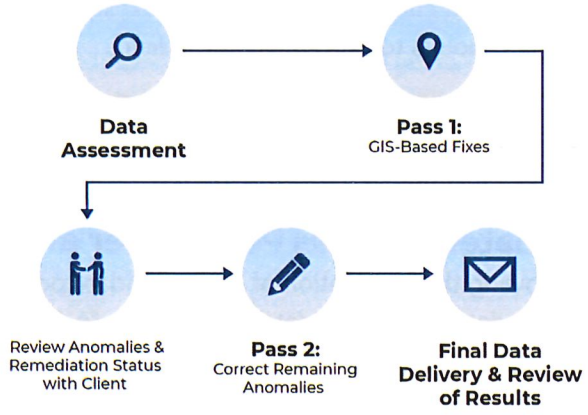
Additional Field Verification Services

If required, DATAMARK can provide additional Field Verification services for address points marked for further investigation that require physical inspection in the field to validate for accuracy and completeness, or to correct in the address point layer. Field Verification services are available for additional fees.

NG9-1-1 GIS Data Remediation

DATAMARK will perform two rounds of assessments and validations on Gadsden County's 9-1-1 and GIS datasets to identify errors, discrepancies, and anomalies that will need to be corrected to meet NG9-1-1 GIS data standards. NG9-1-1 GIS layers to be assessed and remediated include NENA-required Road Centerlines (RCL), Site/Structure Address Points (SSAP), PSAP boundary, Provisioning boundary, and Emergency Service Boundary (ESB).

Assessments are performed on Gadsden County's existing boundary data to identify potentially missing layers, discrepancies, and anomalies. Draft layers are created and attributed, and the results of our assessments are provided to the county.



Initial data corrections are made in Gadsden County's RCL and SSAP layers by skilled GIS professionals experienced in developing geospatial data used in NG9-1-1 and public safety applications.

The initial round of corrections is followed by a review of remaining data issues that require authoritative decisions from Gadsden County to correct. Remaining data issues are corrected by DATAMARK's team of public safety GIS professionals.

A virtual meeting is held to deliver the final remediated datasets and review our Data Remediation Report, which documents initial assessment results, authoritative

remediation decisions, corrections to RCL and SSAP layers, and remaining anomalies requiring additional information or field verification to resolve.

First Round of GIS and 9-1-1 Data Validations and Assessments

The first round of assessments and validations includes a combination of field mapping, automated data validations, and data reviews performed on Gadsden County's GIS and 9-1-1 datasets to identify discrepancies, anomalies, and errors in the RCL and SSAP layers for review and correction.

NG9-1-1 Road Centerline and Address Point Assessment

RCL and SSAP layers are field mapped and validated against the NENA NG9-1-1 GIS Data Model to identify where fields meet NENA standards, require correction, or are missing and need to be created. Validations and QC checks run on the RCL and SSAP layers identify topology discrepancies and attribution issues that impact data accuracy, quality, completeness, and standards compliance.

The results of the first round of validations and assessments are documented in a Data Assessment Report that outlines the current state of the GIS data and describes how DATAMARK will remediate the RCL and SSAP layers to achieve and maintain NG9-1-1 standards compliance.

DATAMARK will review and resolve schema inconsistencies between current datasets and the NG9-1-1 GIS schema with Gadsden County before making corrections in the RCL and SSAP layers.

NG9-1-1 Boundary Assessment, Creation, and Attribution

DATAMARK will evaluate Gadsden County's boundary data to identify missing layers and run topology assessments on the county's existing boundary layers to identify anomalies, discrepancies, errors, and missing data in the boundary schema and attribution. Boundary assessments and validations follow the NG9-1-1 GIS Data Model, and the results are used to make corrections to NG9-1-1 RCL and SSAP layers.

If Gadsden County's GIS data does not contain NENA-required ESB layers, DATAMARK will create draft Police, Fire, and EMS layers by dissolving the existing ESZ or ESN spatial layers and populating them with NG9-1-1 attribution.

Draft ESB layers will be provided to Gadsden County for review and approval before delivery of the final remediation report and remediated datasets. If ESZ or ESN spatial layers are not present in Gadsden County's GIS, our team will not be able to create draft ESB layers.

Anomalies, discrepancies, and errors in Gadsden County's existing and new draft boundary layers will be documented and reported to the county for investigation and correction.

Corrections to boundary layers require additional review with internal and external stakeholders and are not performed during NG9-1-1 GIS data remediation. NG9-1-1

Boundary Facilitation and Correction services are available separately from DATAMARK and included separately in this scope of work.

Initial Data Corrections

The results of the first round of assessments and validations are used to perform initial corrections in Gadsden County's RCL and SSAP layers to resolve GIS data issues that do not require additional direction or authoritative decisions and can be resolved quickly.

Initial data corrections include parsing and normalizing for consistency, populating missing values or mandatory fields according to NENA standards, and resolving line topology inconsistencies.

Example: Parsing and normalizing suffix type from "AVE" or "AV" to "Avenue" in RCL and SSAP data.

Review Remaining Issues for Authoritative Correction Decisions

After initial data corrections to the RCL and SSAP layers are completed, DATAMARK will host a virtual meeting to review all remaining errors, discrepancies, and anomalies requiring correction to achieve compliance with NENA standards and obtain authoritative decisions for resolving them.

DATAMARK will document Gadsden County's authoritative decisions in the project plan and follow them to correct remaining data issues in the RCL and SSAP layers. Anomalies, errors, and discrepancies in the NENA-required boundary layers will be described in the remediation report and provided to the county for investigation and resolution.

If authoritative decisions for correcting data issues cannot be provided during the virtual review meeting, Gadsden County shall investigate unresolved issues further and communicate its direction to DATAMARK. Our team will update the project plan to document additional decisions and direction provided after the virtual review meeting.

Second Round of Validations and Data Corrections

DATAMARK will perform a second round of validations on the RCL and SSAP layers and correct the remaining anomalies, discrepancies, and errors identified in the results. Corrections made to the RCL and SSAP layers will follow Gadsden County's authoritative decisions for remediation as documented in the project plan.

Anomalies and discrepancies that require correction may include simple spelling errors, odd and even address numbers present on the same side of a road segment, or more complex issues such as streets looping back on themselves (lollipop streets).

Resolving Data Issues that Require Additional Information or Verification

Some data issues require additional information or feedback for Gadsden County to resolve following the completion of the remediation project. These data issues are marked for client verification in the dataset, are documented in the Client Verify

Guide section of the Data Remediation Report and typically require further investigation or verification in the field.

Comparison of Remediated RCL and SSAP Layers to MSAG and ALI Data

DATAMARK will compare the remediated RCL and SSAP layers against Gadsden County's MSAG and ALI records to identify potential discrepancies and determine the levels of synchronization between the GIS layers and tabular 9-1-1 datasets.

Comparison results will be documented in a report that identifies issues in the GIS layers as well as issues in the MSAG and ALI data requiring correction to maintain synchronization between remediated NG9-1-1 GIS layers and tabular 9-1-1 data, supporting the transition to NG9-1-1 call routing and location.

Correcting GIS Discrepancies

GIS-based discrepancies are documented for correction by Gadsden County or DATAMARK following remediation of the RCL and SSAP layers. Correction of GIS-based discrepancies by our team is included with our remediation services.

Correcting MSAG/ALI Discrepancies

DATAMARK will provide Gadsden County with a report identifying issues in the MSAG and ALI records and recommended corrections to be made by the MSAG/ALI vendor or staff authorized to edit MSAG and ALI datasets.

Data Remediation Report

DATAMARK will create a Data Remediation Report to document errors, discrepancies, and anomalies identified in Gadsden County's GIS data prior to remediation. The report includes totals for data issues resolved in the RCL and SSAP layers, marked as exceptions, or marked for further investigation.

The Data Remediation Report summarizes boundary topology discrepancies identified during our assessments and recommends attribution updates. It will be delivered to Gadsden County with the final remediated datasets and reviewed in a virtual meeting, as described in the next task phase below.

Client Verify Guide

The Data Remediation Report includes a Client Verify Guide that describes anomalies and data scenarios marked for additional research or field verification. This section of the report describes the scenario, the potential cause, and recommended steps to resolve it.

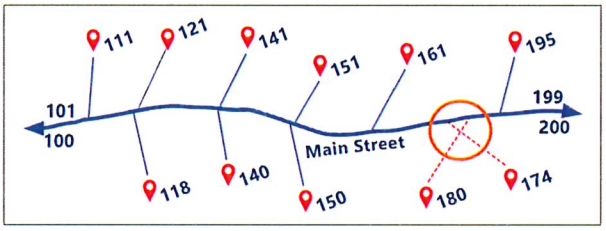
Final Remediated RCL and SSAP Field Mapping

The Data Remediation Report includes a final field mapping table that displays remediated RCL and SSAP fields and their conformance to NENA standards and requirements. DATAMARK will review the Data Remediation Report with 9-1-1, GIS, and other stakeholders to discuss issues and anomalies in the data and the remediation plan to correct them.

Additional Validation Results

DATAMARK leverages our award-winning QC solution to perform comprehensive validations and QC checks to correct GIS data and achieve or improve NG9-1-1 standards compliance.

The results of these validations are published in the Data Remediation Report. They may include additional validation reports that were not used during the project but support ongoing improvements to accuracy, quality, and completeness following remediation. These are reported for Gadsden County's visibility and may be used for future data quality enhancement.



Additional validation results include DATAMARK's Fishbone report, which provides unique insights into the placement of address points and where they are geolocated along road centerlines and shows where address points are on the wrong side of the road, out of order, and mapped to multiple road centerlines.

Final Remediated Dataset Delivery and Review

DATAMARK will deliver the final remediated GIS layers with the Data Remediation Report and conduct a virtual meeting to discuss the results of the remediation project and any remaining data issues requiring investigation, field verification, or correction to resolve. Spatial data deliverables can be provided in Esri file geodatabase, shapefile, and XML formats. Final remediated RCL and SSAP datasets will be provided in Esri file geodatabase (.gdb) format.

Field Verification and Data Correction Following Delivery of Remediated Data

Gadsden County shall complete field verification and correction of anomalies in the final remediated RCL and SSAP layers unless additional data services or field verification solutions have been contracted with DATAMARK. If Gadsden County does not have the resources to perform field verification, our team can be contracted to perform these services for an additional fee.

NG9-1-1 GIS Data Remediation Tasks, Responsibilities, and Deliverables

Gadsden County Tasks and Responsibilities

- Provide required GIS datasets to DATAMARK
- Provide feedback on anomalies requiring additional information and authoritative decisions
- Accept final remediated GIS data layers

DATAMARK Deliverables

- Final remediated NG9-1-1 GIS data layers
- Data Assessment Report

- Data Remediation Report

NG9-1-1 Boundary Facilitation and Correction

DATAMARK will coordinate and facilitate workshops with Gadsden County's GIS and public safety staff along with stakeholders from neighboring counties to assess, develop, and correct NENA-required NG9-1-1 boundary layers for conformance with the NG9-1-1 GIS Data Model.

Our team will conduct boundary assessment workshops for Gadsden County and its neighboring counties, acting as a neutral facilitator to identify anomalies, gaps, and overlaps along internal boundaries and shared exterior boundaries. In each workshop, we will coordinate discussions with project stakeholders to develop authoritative decisions for resolving them.

Boundary workshops will be conducted with Gadsden County's public safety and GIS teams as well as the following neighboring jurisdictions:

- Jackson County, Florida
- Leon County, Florida
- Calhoun County, Florida
- Liberty County, Florida
- Decatur County, Georgia
- Grady County, Georgia
- Seminole County, Georgia

Each workshop's discussions will be documented along with Gadsden County's authoritative decisions to correct gaps, overlaps, and anomalies in its boundary data. DATAMARK's recommended best practices for neighboring jurisdictions to correct issues along shared boundaries will be reported.

Following the completion of each boundary workshop, DATAMARK will deliver a summary report to Gadsden County, review boundary assessment results for authoritative correction decisions, and begin correcting anomalies, discrepancies, and errors identified in Gadsden County's boundary layers. Neighboring jurisdictions shall be responsible for making corrections within their boundary layers.

Boundary Facilitation Kickoff Meeting

DATAMARK will schedule and hold a virtual kickoff meeting with Gadsden County to discuss the approach for each boundary workshop. Our team will identify key participants and their respective roles, define the datasets required from all workshop participants and stakeholders, and determine key dates and deadlines for datasets to be submitted.

Boundary Data Collection and Assessment

Three weeks prior to each scheduled workshop, DATAMARK will request the following GIS datasets from Gadsden County and each participating county and provide contributors with access to a secure file transfer system to transmit GIS datasets.

Once data has been received, experienced GIS professionals will compile it into a map that will be reviewed during each boundary assessment workshop. We will notify Gadsden County if data is not received within one week after the initial request. The following layers will be evaluated and reviewed:

Existing or Proposed PSAP Boundary	**Road Centerlines**
Existing or Proposed Provisioning Boundary	**Address Points** (most current and accurate available)

If PSAP Boundary data is not available for review, we will convert Gadsden County's existing county boundary or another specified dataset into a PSAP Boundary layer for comparative analysis and assessment against other boundary layers.

DATAMARK will compare and validate boundary layers to identify where data needs to be created or anomalies, gaps, or overlaps in the boundary data need to be corrected. Boundaries will be compared against local and state data sources including aerial imagery, parcel data, and boundary information.

Boundary Assessment Workshops

Boundary assessment workshops provide a collaborative environment for Gadsden County and its neighboring jurisdictions to discuss and come to agreement on accurate shared boundaries supporting the development of NENA-compliant NG9-1-1 boundary layers.

DATAMARK will provide neutral facilitation for each boundary assessment workshop. Our team will host the meeting, present the map created during Data Collection and Assessment, and document the discussions of boundary issues, best practices, and authoritative decisions to resolve them.

DATAMARK will show areas of boundary disagreement or conflict, provide expert guidance to address them following best practices and industry standards, and coordinate discussions to resolve them.

Summary Reports

DATAMARK will prepare a report summarizing each boundary assessment workshop and authoritative decisions made during the workshops and deliver it to Gadsden County. The summary report includes information about the review process and authoritative decisions made during each workshop and provides direction for corrections required to develop accurate, reliable, and standards-compliant boundary layers.

Documenting discussions and authoritative decisions is instrumental in establishing mutual aid agreements, memoranda of understanding, and interlocal agreements between Gadsden County and neighboring jurisdictions. The outcomes and decisions made by stakeholders during facilitated boundary assessment workshops can improve the quality and accuracy of each jurisdiction's data.

DATAMARK recommends Gadsden County review each summary report with project team members and stakeholders that took part in the boundary assessment workshops

to improve the quality of their GIS data and foster collaboration for ongoing boundary management.

If authoritative decisions for boundary corrections cannot be provided during initial meetings or discussions, DATAMARK will document items requiring further investigation in the project plan. Topology discrepancies or issues that cannot be resolved during correction will be documented for resolution by Gadsden County after completion of the project.

NG9-1-1 Boundary Correction

NG9-1-1 boundary corrections are performed by experienced public safety GIS professionals focused on completeness and quality. DATAMARK uses industry standard tools and follows public safety and GIS best practices to make corrections to NG9-1-1 GIS datasets.

At the beginning of the boundary correction tasks, DATAMARK converts existing boundary layers to the NENA schema, enabling our team to perform boundary layer attribution and boundary polygon adjustments following NENA standards.

DATAMARK compares existing boundary attribution against NENA NG9-1-1 GIS Data Model requirements to identify where fields meet NG9-1-1 GIS standards, need to be updated, or are missing and need to be created.

Boundary Layer Attribution

DATAMARK will update, correct, or create field attributes required to meet the data structure requirements for the PSAP Boundary and Provisioning Boundary layers following the NENA NG9-1-1 GIS Data Model.

Discrepancy Agency ID, NGUID, Service URN and URI, and Agency Identifiers layers are often missing from local boundary layers; this step verifies fields and field classes are accurately represented and populated within each NG9-1-1 boundary after conversion to the NENA schema.

Boundary Polygon Adjustment

DATAMARK will adjust boundary polygons to resolve discrepancies such as unintentional gaps and overlaps and internal edge matching issues in the NG9-1-1 boundary layers. New polygons can be created within existing boundary layers, our team will use resources and guidance from Gadsden County to parse or break out existing boundaries.

Final Data Delivery and Review

After completing all approved boundary correction tasks, DATAMARK will hold a virtual meeting with Gadsden County to deliver the final NG9-1-1 boundary layers and review the boundary remediation tasks. NG9-1-1 boundary layers can be provided in common spatial formats including Esri file geodatabase (.gdb) or shapefile.

NG9-1-1 Boundary Facilitation and Correction Tasks, Responsibilities, and Deliverables

Gadsden County Tasks and Responsibilities

- Provide names and contact information workshop attendees
- Provide suitable locations to host boundary workshops
- Provide GIS datasets to be assessed and reviewed in each boundary workshop
- Provide authoritative decisions for correcting boundary layer discrepancies and errors
- Accept final remediated NG9-1-1 boundary layers

DATAMARK Deliverables

- Conduct a virtual project kickoff meeting with Gadsden County
- Send workshop invitations and request GIS datasets
- Conduct boundary facilitation workshops
- Send summary report after each workshop
- Final corrected NG9-1-1 boundary layers

NG9-1-1 Boundary Facilitation and Correction Performed with NG9-1-1 GIS Data Remediation

When NG9-1-1 Boundary Facilitation and Correction and NG9-1-1 GIS Data Remediation are performed together, we recommend boundary workshops be conducted first and boundary corrections be completed prior to the remediation of NG9-1-1 road centerline and address point layers. This supports the accurate and complete remediation of road centerline and address point data and prevents centerline splitting or address point placement along unfinished or unresolved boundaries.

GIS Data Creation: NG9-1-1 ESB Boundary Layers

DATAMARK has reviewed Gadsden County's GIS data and data environment and identified the need to develop NENA-compliant Emergency Services Boundary (ESB) datasets. Our team will create draft Police, Fire, and EMS boundary layers for deployment in the county's NG9-1-1 GIS environment.

DATAMARK will create draft ESB layers by dissolving the county's existing ESZ or ESN spatial layers and populating them with NG9-1-1 attribution. Draft Police, Fire, and EMS layers will be delivered to Gadsden County for review and approval.

Creating Standard-Compliant GIS Data Public Safety and NG9-1-1

DATAMARK is experienced in developing highly accurate and reliable GIS data used in NG9-1-1, E9-1-1, public safety, and other GIS applications including NG9-1-1 geospatial routing and location, 9-1-1 call taking and mapping, CAD, AVL, land and asset management, public works, and tax assessment. GIS data creation closely follows applicable GIS standards, industry best practices, and local, regional, or state requirements for GIS datasets.

DATAMARK closely follows the **NENA Standard for NG9-1-1 GIS Data Model**, as required, when performing GIS data creation tasks. Our team actively participate in the development of national NG9-1-1 GIS data standards and is experienced in creating feature classes, features, and attributes that meet NENA's **Required**, **Strongly Recommended**, and **Recommended** NG9-1-1 GIS data requirements.

Field Verification of Missing or Incomplete Data

Jurisdictions with missing or incomplete data required to create address point or road centerline datasets may be required to perform field verification of potentially missing location information.

DATAMARK can provide Field Verification services for features that require physical inspection in the field to validate for accuracy and completeness, or to correct in the address point layer. Field Verification is available separately, for additional fees.

GIS Managed Services

DATAMARK will provide Gadsden County with GIS Managed Services for a period of **five years** to expand the capabilities of its GIS staff, at the fixed price shown in the pricing table.

GIS Managed Services tasks are performed by skilled GIS professionals located across the United States with experience developing GIS data used in public safety and government applications using purpose-built data solutions to validate, edit, provision, and aggregate NG9-1-1 GIS datasets.

GIS Managed Services provide a trusted partner to achieve long-term GIS objectives as well as resolve GIS data issues requiring immediate attention. Our team of experienced public safety GIS professionals serves local, regional, and state level GIS authorities that require additional personnel, resources, or support to develop and maintain standards-compliant GIS data for NG9-1-1 and 9-1-1 applications.

GIS Managed Services Tasks

DATAMARK will perform the following GIS Managed Services tasks, described below. Our team will confirm the GIS Managed Services tasks with Gadsden County during project kickoff, document the frequency of GIS Managed Services tasks to be performed in the project plan, and implement technology solutions that may be required to complete them.

Prior to beginning work on individual tasks, our team will:

- Provide access to Michael Baker's secure transfer system to submit GIS datasets
- Obtain access to Gadsden County's GIS data environments, as necessary
- Onboard GIS datasets into GIS data management solutions, as necessary

GIS Managed Services tasks are performed during regular business hours. GIS managed services commence upon execution of an agreement for services, expire at the end of

the contract period, are not transferrable to a subsequent period, and are not transferrable to other clients.

Address Point and Road Centerline Additions and Updates (Monthly)

DATAMARK will add and update address points and road centerlines into Gadsden County's GIS datasets managed in VEP once each month.

Our team will discuss and agree to the methods for Gadsden County to provide its additions and updates to the DATAMARK team during project kickoff, then document them in the project plan. These may include submission of monthly update files by email or through our secure data transfer system, or our team directly adding Observation Points generated by Gadsden County's VEP users.

GIS Data Validations, Validation Results, and Data Corrections (Monthly)

Once each month, DATAMARK will run validations on Gadsden County's GIS data, provide the results to the county, and resolve anomalies, discrepancies, and errors identified within our validation results.

GIS Data Validations

The DATAMARK team will perform monthly scheduled validations on Gadsden County's GIS datasets stored and maintained in VEP to identify anomalies, discrepancies, and errors associated with the monthly address point and road centerline updates.

Validation Results

GIS data validation results containing identified in the county's datasets will be provided to Gadsden County in spreadsheet format for review and will also be available for review by the county on-demand directly in VEP Editor's Mapping widget.

Data Corrections to Resolve Anomalies, Discrepancies and Errors

DATAMARK will make corrections to Gadsden County's GIS data in VEP to resolve anomalies, discrepancies, and errors that are associated with the monthly address point and road centerline updates and identified in our validation results.

Aggregation of Local Data into the Florida Region 2 NG9-1-1 GIS Data Repository (Monthly)

Once each month, DATAMARK will perform tasks to aggregate Gadsden County's local GIS datasets maintained within VEP into the Florida Region 2 NG9-1-1 GIS data repository.

Aggregation Results and Reporting

Following the completion of each monthly data aggregation, DATAMARK will provide the aggregated dataset along with cross-jurisdictional anomaly results provided during aggregation and other associated reports to Gadsden County as well as each county in Region 2.

GIS Data Managed Service Tasks, Responsibilities, and Deliverables

Gadsden County Tasks and Responsibilities

- Identify GIS needs and confirm the specific GIS Managed Services tasks to be performed
- Review and approve managed services tasks and task scheduling with DATAMARK
- Provide DATAMARK with access to GIS data and data environments

DATAMARK Deliverables

- Document GIS Managed Services tasks and task scheduling in the project plan
- Perform GIS Managed Services tasks as defined and documented in the project plan

Automated GIS Data Upload to VEP

DATAMARK will provide Gadsden County with secure access to a web-based toolbox to configure and schedule automatic uploads of its GIS data into VEP and field map GIS data for use in NG9-1-1 and public safety applications.

Our team provides a secure link to download and launch an automated upload toolbox in ArcGIS Pro, which enables administrator-level VEP users to establish a connection to their GIS database and select the data schema it will be field mapped into once it has been uploaded into VEP.

During each scheduled upload, the entire GIS database or selected GIS layers are automatically uploaded into VEP. Gadsden County's Administrator user(s) select the data to be uploaded during configuration of the automated upload solution and use VEP's Manage Database tools to select the schema it is field mapped into after upload.

Once configured, uploads are run automatically following the schedule defined during configuration. Administrator users are notified of each upload, and our automatic upload solution maintains a complete log of all uploads which details the status of each upload, including if it was successful or not.

Administrator users of VEP and users with access to the automated download toolbox receive email notification following completion of each upload. The history of each upload can also be viewed through the toolbox.

This solution is available to users of VEP Validator and Editor and requires access to ArcGIS Pro using VEP Administrator credentials provided by DATAMARK to download the Automated Upload Toolbox to configure and schedule automated uploads.

DATAMARK VEP Editor

VEP is DATAMARK's cloud-native SaaS solution to validate, edit, and provision public safety GIS data following NG9-1-1 standards and GIS industry best practices. VEP is offered in Validator and Editor level subscriptions to provide the GIS data management

features and solutions that best meet your GIS needs. VEP Editor's features, user roles, implementation, and support are described in detail below.

Software Subscription to VEP Editor

VEP Editor is delivered through software subscription, subject to an annual fee, and contracted through the execution of a SaaS Agreement. Software subscription fees include all VEP implementation tasks, user training, support, maintenance, and version upgrades through the term of the SaaS Agreement.

DATAMARK will provide Gadsden County with a software subscription to VEP Editor for a period of **five years** that includes **one System Administrator user** and **one Editor user**.

The SaaS Agreement for VEP Editor is automatically renewed unless notice of cancelation is received 60 days prior to the renewal date.

Cloud-Native NG9-1-1 and Public Safety GIS Data Management SaaS Solution

DATAMARK leverages the security, reliability, and scalability of cloud-native development to deliver web-based NG9-1-1 GIS data management solutions that operate on common business workstation equipment and require no additional investment in specialized software licensing or hardware.

VEP can be quickly deployed to provide dedicated NG9-1-1 GIS data validation, export, and provisioning tools which support and complement your existing GIS environment along with integrated GIS data editing and observation tools to manage GIS datasets directly within the VEP platform.

Cloud-native architecture enables DATAMARK to provide regular updates and upgrades to VEP that deliver improvements and innovations required to keep pace with changes to NG9-1-1 GIS data standards and the evolution of public safety GIS data management tools, workflows, and policies.

SaaS solution delivery ensures you are always using the most current version of VEP, offers the scalability to add and remove users as and when needed, and provides the capability to upgrade from Validator to Editor at any time. Following implementation, DATAMARK's Client Success team will work with you to ensure VEP remains configured to support your GIS data management needs.

NG9-1-1 GIS Validation and Editing Solutions

Subscription to VEP Editor provides Gadsden County with user-friendly tools and workflows to validate, edit, and export public safety GIS data into the schemas required for provisioning in Next Generation Core Services (NGCS) and public safety software systems.

VEP provides a comprehensive suite of tools to validate GIS, MSAG, and ALI data, and to run quality control (QC) checks for conformance with the NENA NG9-1-1 GIS Data Model as well as public safety and GIS standards and best practices. Validations can be performed as often as necessary and scheduled to run on a regular basis, based on local GIS data management process requirements.

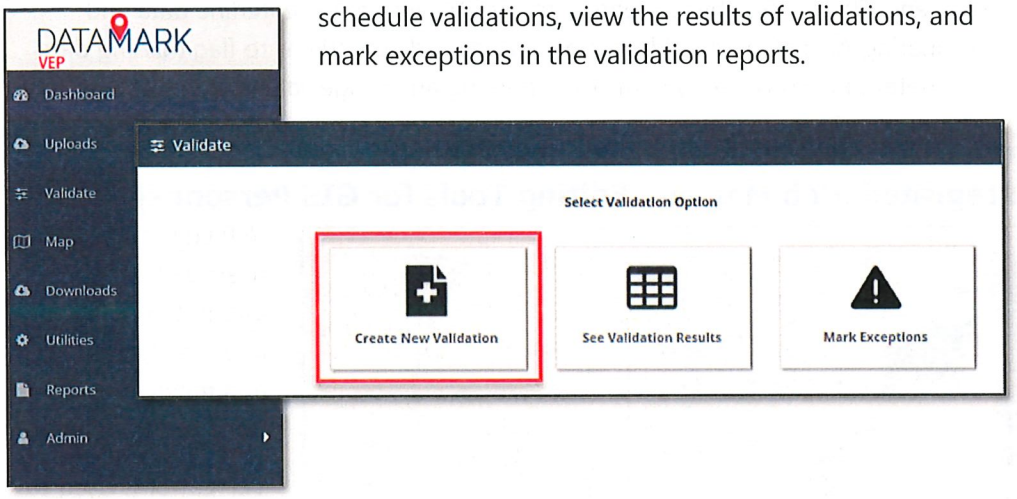
VEP Editor provides GIS personnel an integrated web map interface to create, update, and maintain GIS data, which can also be used by non-GIS personnel to mark observations in the GIS data to be reviewed and corrected by GIS editors and VEP administrators.

In addition to providing integrated validation and editing tools, VEP Editor operates agnostically within any GIS data management environment and supports detached editing with existing GIS tools and applications.

NG9-1-1 GIS Validation Tools and Workflows

VEP identifies NG9-1-1 schema inconsistencies, spatial anomalies, and discrepancies in your GIS and 9-1-1 data by evaluating attribute, topology, and spatial accuracy within each layer and running cross-feature validations on the dataset. VEP can validate individual layers, groups of layers, or their entire dataset.

The VEP system dashboard provides secure role-based access to validation results, system usage metrics, and GIS data statistics. Users have one-click access to create and schedule validations, view the results of validations, and mark exceptions in the validation reports.

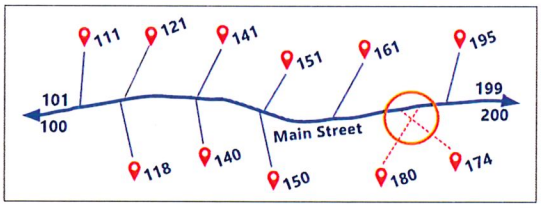


VEP validations are grouped into the following categories, enabling users to perform specific validations on selected layers or run the complete suite of validations on the entire GIS database.

Address Point Validations provide insights into the integrity of address point data and associated data schema including attribute completeness and duplicate address points. Address Point Validations are also used to examine the relationship between the geometry and attributes of the road centerlines and address points, looking for and identifying misplaced address points.

Road Centerline Validations are used to deliver insights into road centerline data and perform audits of the integrity of the road centerline data by evaluating the attribute completeness, data schemas, and spatial relationships within road centerline data.

Fishbone Analysis compares placed address points to where they are geolocated on the road centerline, creating lines between the address point and road centerline in a 'fishbone' pattern.



This validation displays anomalies including address points on the wrong side of the road, out of order address points, and address points mapped to multiple road centerlines. Fishbone analyses identify where duplicate attributes or overlapping ranges cause placement on multiple road segments.

Boundary Validations identify topological errors including gaps and overlaps between provisioning and emergency service boundaries. Boundary Validations compare address point and road centerline datasets to boundaries to ensure the local jurisdiction's data is fully contained within the boundaries.

MSAG and ALI to GIS Validations support the synchronization of tabular 9-1-1 data and GIS datasets by comparing the MSAG with road centerline data and comparing ALI data with address points and road centerlines to flag missing data and determine consistency with street naming and range values.

GIS Data Editing Tools and Workflows

Integrated Web Map and Editing Tools for GIS Personnel



VEP Editor provides users with an integrated map interface to develop and maintain public safety grade GIS data.

VEP Editor is used to create and revise address points, road centerlines, and boundaries within your GIS database and uses versioning to track edits made by each editor. Edits made to the GIS database are submitted to the administrator for review and approval prior to being applied in the GIS database.

VEP is built on Esri technologies and supports industry standard data editing processes and workflows. VEP's editing tools and web map are accessed directly through the VEP interface and enable GIS personnel to create, update, and maintain the GIS dataset without having to leave the application.

Detached Editing for Experienced and Approved GIS Personnel

VEP runs agnostically alongside any GIS data management platform and fully supports the ability to edit subsets of the GIS database outside VEP using your existing GIS editing tools. This expands your NG9-1-1 GIS data management capabilities by

providing fully integrated tools to maintain the VEP database as well as enabling authorized users to maintain data using your existing GIS workflows, processes, and policies.

Detached editing works by enabling authorized users to check out and export subsets of the VEP database in common GIS formats for editing within existing data applications such as ArcMap, ArcGIS Pro, and others. The edited dataset is then checked back into the VEP application with the editing session reviewed and approved by Administrator-level users before being applied within the production database.

VEP's detached editing features are included with subscription to Editor and do not require additional software modules. Detached editing is user-assignable, enabling Gadsden County to actively manage access to this function for approved System Administrator, Data Administrator, and Editor users.

Map-Driven Observation Tools for Non-GIS Personnel

VEP's Observation features increase communication between public safety and GIS departments to improve the quality and accuracy of location data by providing tools to non-GIS personnel to report issues to data editors in near real-time.

Observer users submit observations in the VEP web map which trigger notifications to data editors to investigate issues and update data or correct anomalies in the GIS database. VEP's Observation toolset enables direct communication between PSAP and GIS teams to discuss data issues and collaboratively develop remediation strategies without leaving the VEP platform.

Observation Example

A fire engine is misrouted to an incorrect location due to a problem in the PSAP's GIS data, and the unit informs their dispatcher of the routing issue.

The dispatcher uses VEP to create an observation point in the web map to report the routing error to the GIS department.

VEP automatically notifies GIS

Observer user roles are not included with VEP Editor but can be included in new subscriptions to VEP Editor or added at any time.

GIS Data Export and Provisioning Tools

VEP provides the flexibility to download and export datasets that contain local, regional, or state-specific fields and schemas while maintaining compliance with the NENA NG9-1-1 GIS Data Model. During implementation, VEP will be configured to export GIS datasets in the jurisdiction's native schema in addition to the NENA NG9-1-1 schema. Examples of PSAP applications that have specific GIS schema requirements include Computer Aided Dispatch (CAD), 9-1-1 call taking and call mapping, and Automatic Vehicle Location (AVL).

VEP provides users with intuitive tools to download datasets in up to 10 schemas, including the NENA schema and up to nine additional native schemas. Users can easily download the full VEP GIS database, export it in the NENA schema, or export it in native schemas to support PSAP and government applications.

VEP's cloud-native architecture enables us to provide a platform-agnostic solution for provisioning GIS data into currently available Spatial Interface (SI) systems that operate between your GIS data and the NGCS functional elements that consume it.

VEP Editor User Roles

Subscription to VEP Editor includes System Administrator and Editor user roles and provides the option to expand VEP access to additional System Administrator, Editor, Data Administrator, Observer, Validator, and Read-Only users, as described below.

System Administrator is the highest permission level assigned in VEP Editor. System Administrator users have full access to VEP's validation, editing, observation, reporting, and upload/download tools. System Administrators review and approve edit sessions submitted by Editor users and can review observations made by Observer users. System Administrators configure VEP user roles and user permissions, manage the GIS database, configure settings in the web map, and perform system administration tasks.

Editor user roles are assigned to GIS personnel responsible for maintaining the GIS database. Editor users can add, modify, and delete spatial and tabular data using VEP's web map, or edit subsets of the VEP database within their local GIS data environment (detached editing). Editors can make and review observations in the GIS database, mark validation exceptions through the web map, and have access to upload and export GIS datasets.

Data Administrator users have full access to VEP's validation, editing, observation, reporting, and upload/download tools. Data Administrators review and approve edit sessions submitted by Editor users and can review observations submitted by Observer users. Data Administrator users do not have access to VEP's system administration features such as system configuration and user management.

Observer users can be added to a VEP Editor subscription to access VEP's web map interface and create observations in the GIS data which are reviewed and resolved by Editor or Administrator users. Observer users do not have access to edit GIS data in VEP. Observer user roles are typically assigned to non-GIS personnel who receive and report location data issues from the field or through GIS data analysis.

Validator user roles can be assigned to GIS or non-GIS personnel to access VEP's data validation and upload/download functions. Validator users run validations on the GIS database, review validation results and mark exceptions in the data, and export GIS datasets for provisioning in NG9-1-1 and other public safety applications. Validator users can access the map viewer but cannot perform edits or make observations using the web map.

Read-Only users can be added to a VEP Editor subscription to view the web map and review GIS data metrics and statistics. Read-Only users do not have access to VEP's validation, editing, observation, or download/export tools.

Implementation: VEP Editor

Project Initiation and User Setup

DATAMARK will develop and follow a written plan for implementing VEP that outlines system and data requirements, user and administrator training, and the requirements and responsibilities for deploying VEP.

Administrator level user accounts are set up by DATAMARK at the start of VEP implementation and provided to Gadsden County's System Administrator users at the end of VEP training. User level access is created by System Administrator users following training.

GIS Data Gathering and Assessment for Onboarding

DATAMARK will provide VEP's data requirements and work with Gadsden County to gather GIS and 9-1-1 datasets and conduct an assessment to evaluate them for onboarding. Data that meets the requirements for onboarding will be loaded into VEP following the process described below. If our assessment shows data does not meet data onboarding requirements, we will advise on the corrections, edits, or additions necessary to load it into VEP.

GIS Data Onboarding

DATAMARK will configure the VEP SaaS solution and onboard Gadsden County's GIS, MSAG, and ALI data into the system. GIS data will be field mapped into the VEP schema, and we will conduct a virtual onboarding meeting during training to review the native schema and field mapping.

We will create a VEP Onboarding Report which will be delivered during training and highlights items such as VEP field mapping and guidance for any additional data modifications which may be required prior to being used to manage live data.

Training: VEP Editor

VEP training introduces the VEP platform and provides instruction in how to use VEP to perform validations on GIS and 9-1-1 data along with exporting data to provision in NG9-1-1 and public safety applications. VEP Editor training includes instruction in accessing and using VEP's integrated web map and editing environment to perform basic, advanced, and detached editing.

DATAMARK will deliver virtual training for administrators and users of VEP following GIS data onboarding. VEP Editor training covers the creation, submission, and review of observations, as well as administrative review and approval of submitted edit sessions. The VEP Editor training course includes the following instruction modules:

- **About VEP**
- **User Roles and VEP Logins**
- **NENA Schema and the GIS Data Model**
- **Upload**
- **Exception Tracking**
- **Map Navigation**
- **Support Center and Knowledge Base**
- **VEP Dashboard**
- **VEP Workflows**
- **Validations Process and Descriptions**
- **Downloads**
- **Observations**

Editing within VEP	**Admin Workflow and Approval Processes**
Detached Editing	**Utilities including Soundex and Reserved Streets**
Reporting	**Administration Settings and Configurations**

Training Course Delivery

Gadsden County shall provide a suitable location, computer equipment, and internet connectivity required for the DATAMARK team to provide remote virtual onboarding and training services.

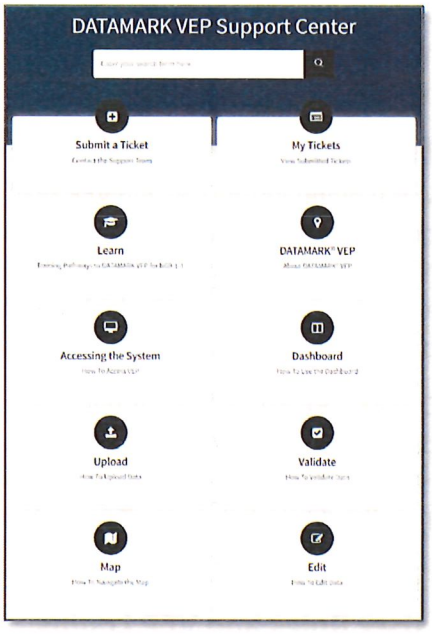
Training is conducted by live instructors in a virtual webinar format to minimize the time and resources required to train local staff. This also enables participants to directly interact with instructors, ask questions, and maximize learning opportunities. Virtual training will be coordinated and scheduled with Gadsden County to minimize impact to day-to-day operations.

Training webinars may be recorded for future reference, for use in refresher training, and for onboarding new users after VEP has been deployed and initial training has been completed.

If Gadsden County prefers onsite training to be conducted, DATAMARK can provide local in-person training. Additional one-time fees for onsite training will apply.

VEP Solution Support

DATAMARK is committed to Gadsden County's long-term success and meeting your GIS data management objectives. Subscription to VEP provides access to the VEP Support Center as well as our Client Success Team, which is made up of dedicated technical support personnel and client success managers who are experts in GIS and NG9-1-1 tools, workflows, and best practices.



VEP Support Center

Following implementation, users can access the VEP Support Center directly from the VEP user interface, which provides access to a comprehensive and searchable library of informational articles, training materials, and reference documents.

The VEP Support Center ticketing system provides users with the ability to submit, review, and track support requests for the VEP solution. DATAMARK's Technical Support team responds to support tickets submitted through the system, and users can directly monitor and track the status of support requests.

VEP Technical Support Team

DATAMARK's Technical Support team manages the VEP Support Center and resolves requests for technical support through VEP's secure online ticketing system. The Technical Support team also provides telephone-based technical support during business hours for clients who prefer to speak directly with a support team member. The Technical Support team can be reached by telephone Monday through Friday, from 8:00 AM to 8:00 PM Eastern time, excluding statutory holidays.

Client Success Team

A Client Success Manager will be assigned to provide continuity of support and maintain two-way communication with Gadsden County, ensuring we remain responsive to your ongoing GIS data needs and VEP remains configured to achieve your data management goals. The Client Success Manager provides a single point of contact, works collaboratively with stakeholders and the DATAMARK team, and is empowered to resolve questions, issues, and concerns that may arise during operation of the VEP solution.

VEP Editor Implementation Tasks, Responsibilities, and Deliverables

Gadsden County Tasks and Responsibilities

- Provide GIS and 9-1-1 datasets and review GIS data field mapping for onboarding
- Provide space, computer equipment, and internet connectivity to support training

DATAMARK Deliverables

- Assess GIS and 9-1-1 datasets and conduct a review of GIS data field mapping for VEP onboarding
- Provide administrator and user level access to the VEP application and the VEP Support Center
- Conduct VEP user and administrator training

DATAMARK VEP Aggregator

VEP Aggregator is DATAMARK's cloud-native software as a service (SaaS) solution for aggregating local GIS datasets into a regional or statewide NG9-1-1 GIS database, validating the aggregated NG9-1-1 GIS database, and running cross-jurisdictional validations on source data. VEP Aggregator is deployed by 9-1-1 authorities to develop and maintain a NG9-1-1 GIS database composed of local datasets maintained by GIS authorities using VEP Validator or Editor. VEP Aggregator's features, user roles, implementation, and support are described in detail below.

Software Subscription to VEP Aggregator

VEP Aggregator is delivered through software subscription, subject to an annual fee, and contracted through the execution of a SaaS Agreement. Software subscription fees

include implementation of the VEP solution, user training, support, maintenance, and upgrades through the term of the SaaS Agreement.

DATAMARK will provide Gadsden County with a software subscription to VEP Aggregator for a period of **five years**.

The SaaS Agreement for VEP Aggregator is automatically renewed unless notice of cancelation is received 60 days prior to the renewal date.

Cloud-Native NG9-1-1 GIS Data Aggregation SaaS Solution

VEP Aggregator leverages the security, reliability, and scalability of cloud-native development and requires no additional investment in specialized software licensing or hardware. Secure centralized data and application hosting enables VEP Aggregator to be rapidly implemented for regional and statewide clients.

Cloud-native architecture enables DATAMARK to provide regular updates and upgrades to VEP that deliver improvements and innovations required to keep pace with changes to NG9-1-1 GIS data standards and evolution of public safety GIS data management tools, workflows, and policies.

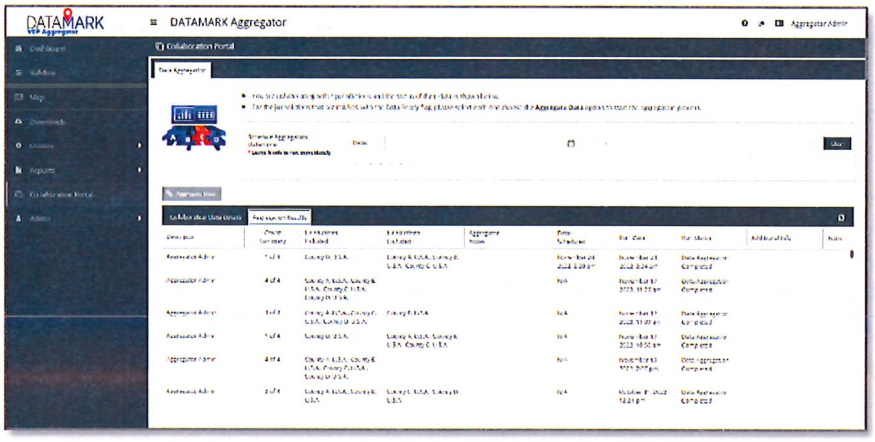
SaaS solution delivery ensures you are always using the most current version of VEP and provides the scalability to add and remove users as and when needed. DATAMARK's Client Success team will work with you to ensure VEP remains configured to support your GIS data management needs.

Aggregating Local Datasets into an NG9-1-1 GIS Database

VEP's intuitive user interface provides seamless and user-friendly workflows to streamline the process of aggregating locally managed datasets into a regional or state NG9-1-1 GIS database.

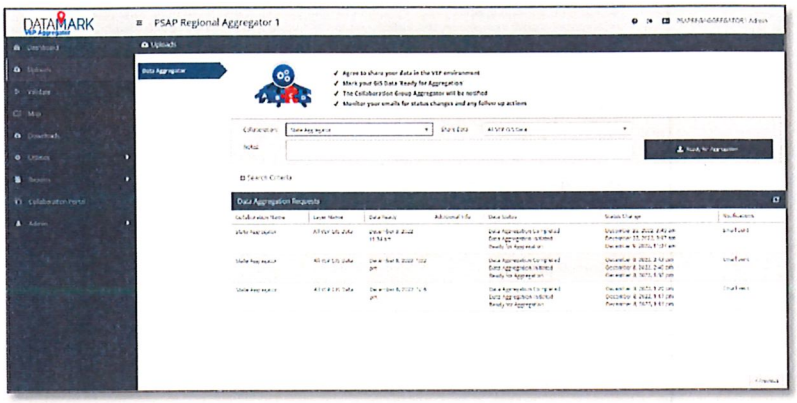
Regional and state GIS authorities use VEP Aggregator to consolidate local GIS datasets into an aggregated NG9-1-1 GIS database which conforms to state and NENA NG9-1-1 GIS standards, run validations on the aggregated data, and perform ongoing management of the NG9-1-1 GIS database. Local jurisdictions use VEP's Collaboration Portal to run cross-jurisdictional validations of their data, and mark locally managed datasets ready for aggregation into the NG9-1-1 GIS database.

VEP Aggregator provides intuitive tools and workflows for local, regional, and state GIS authorities to export the



aggregated NG9-1-1 GIS database in the NENA schema as well as the regional/state schema.

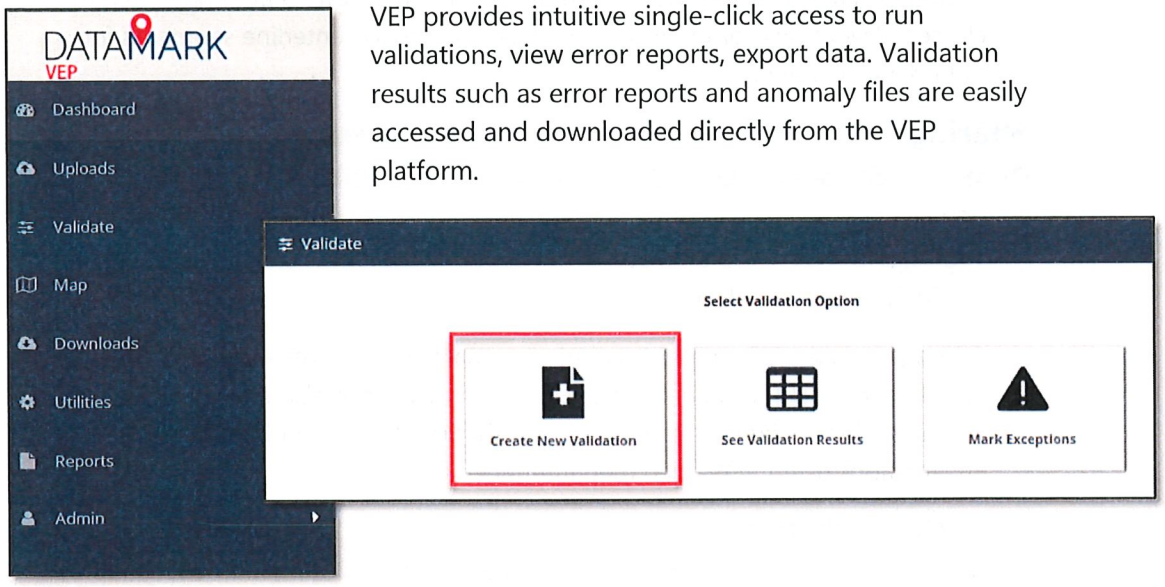
Cross-Jurisdictional Validations on the NG9-1-1 GIS Database and Local Datasets



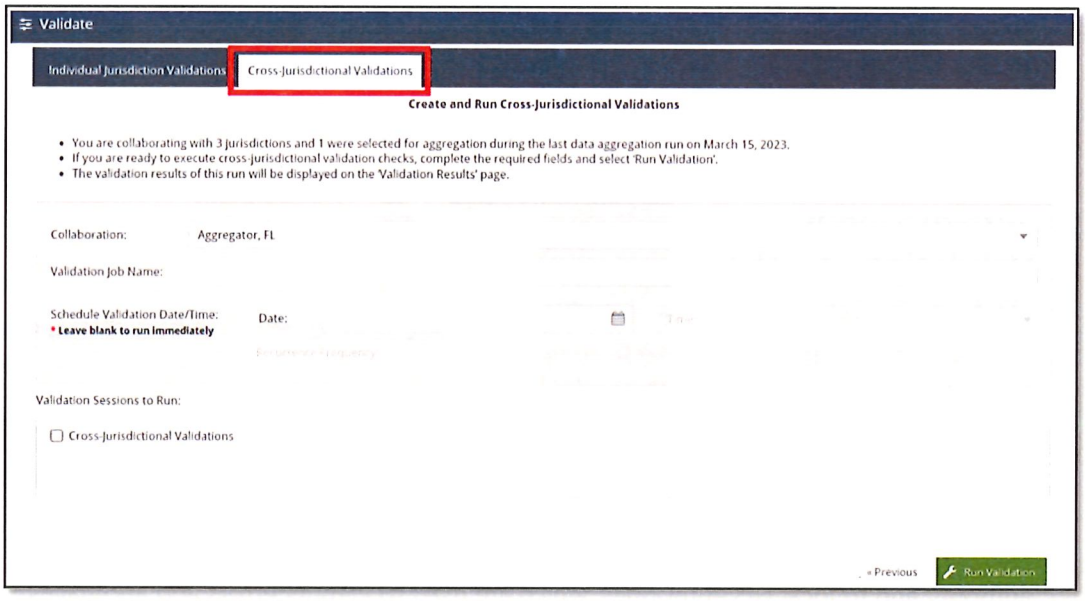
VEP provides powerful cross-jurisdictional validation tools to the regional/state aggregation authority and to local GIS authorities, which are used to identify errors and anomalies along jurisdictional boundaries. Cross-jurisdictional validations can be run on-demand at any time, as often as necessary, or they can be scheduled for single or periodic runs following each jurisdiction's data management policies.

Run Cross-Jurisdictional Validations from the VEP Dashboard

VEP Aggregator provides regional and state 9-1-1 authority personnel with cross-jurisdictional validations that can be run against local GIS datasets to identify anomalies, discrepancies, and errors in local datasets impacting compliance with NG9-1-1 GIS standards and regional/state GIS data requirements.



VEP provides intuitive single-click access to run validations, view error reports, export data. Validation results such as error reports and anomaly files are easily accessed and downloaded directly from the VEP platform.



Cross-Jurisdictional Validations on Road Centerlines, Address Points, and Boundaries

Road Centerline Validations compare road centerline alignment with neighboring boundaries and identify overlapping address ranges.

Address Point Validations identify duplicate addresses with matching attributes and geometry located in another jurisdiction or multiple jurisdictions.

Boundary Validations identify islands, holes, and overlaps between the PSAP boundary, Emergency Services Boundaries, and Provisioning Boundary feature classes. Validations compare cross-jurisdictional road centerline segments for boundary snapping.

Sharing Cross-Jurisdictional Validation Results

Regional/State GIS Data Aggregation Authorities

VEP provides multiple methods for regional and state GIS authorities managing an aggregated NG9-1-1 GIS database to communicate cross-jurisdictional validation results to local GIS authorities.

Aggregator users can send cross-jurisdictional validation results to local agencies to update and correct local datasets. Aggregator users can also communicate anomalies in GIS datasets to jurisdictions that use VEP Editor by making observations using VEP's web map interface.

Local GIS Authorities

Local GIS authorities use VEP to run cross-jurisdictional validations of their datasets against neighboring PSAPs and agencies to identify and report errors along shared boundaries. Local jurisdictions use the results to correct issues in their data and can directly provide the results of cross-jurisdictional validations to neighboring agencies to make corresponding corrections and updates.

VEP Aggregator User Roles

Subscription to VEP Aggregator includes the Aggregator Administer role.

Aggregator Administrator is the highest permission level assigned in VEP Aggregator and provides users with the capability to:

- Run cross-jurisdictional validations
- Review the results of cross-jurisdictional validations for all participating agencies
- View anomalies in the VEP web map and mark observations in the datasets
- Download datasets in the NENA schema or native schema
- Run metrics reports, including Collaboration Usage reports
- Administer and configure the VEP Aggregator solution

Implementation: VEP Aggregator

DATAMARK will work with Gadsden County to set up the aggregated NG9-1-1 GIS database and work with each local jurisdiction to contribute locally managed datasets to the aggregated NG9-1-1 GIS database.

DATAMARK will develop a written plan to implement VEP Aggregator for the NG9-1-1 GIS aggregation authority and implement VEP Validator or Editor for each local GIS authority contributing data to the aggregated NG9-1-1 GIS database.

The implementation plan will outline the data and system requirements for deploying VEP and describe local and aggregator-level implementation tasks and training to be performed and be provided to the NG9-1-1 GIS aggregation authority as well as each local GIS authority.

GIS Data Preparation

DATAMARK will perform an initial assessment of each local GIS, MSAG, and ALI dataset, onboard local GIS data into VEP, and conduct instructor-led training for VEP's validation, aggregation, editing, and observation workflows and processes. Onboarding data into the VEP solution includes field mapping local GIS datasets to the VEP schema, which fully supports the NENA NG9-1-1 GIS Data Model.

Local GIS and 9-1-1 Data Onboarding into VEP

Following GIS data gathering and preparation for each local GIS authority, DATAMARK will configure the VEP solution and onboard local GIS, MSAG, and ALI datasets into the GIS data management solution. A full description of VEP onboarding for Editor is provided in this scope of work. GIS and 9-1-1 data onboarding into VEP enables local GIS authorities to begin validating and maintaining their data to NENA and Gadsden County data standards, and mark data ready for aggregation.

Aggregated NG9-1-1 GIS Database Setup

The aggregated NG9-1-1 GIS database is established in the NG9-1-1 compliant VEP schema when the first local datasets are marked ready for aggregation by their local jurisdictions and consolidated by Gadsden County's Aggregator Administrator users using VEP.

Training: VEP Aggregator

DATAMARK will deliver virtual training to Gadsden County's Aggregator Administrator users covering VEP's cross-jurisdictional validation and data aggregation features along with administration of the VEP Aggregator solution. VEP Aggregator training is delivered in the following modules:

- **Course Overview/About VEP**
- **Cross-Jurisdictional Data Validation**
- **VEP Solution Administration**
- **NG9-1-1 GIS Data Aggregation**
- **System and Validation Reporting**
- **VEP Solution Support and Open Discussion**

Training Course Delivery

Gadsden County shall provide a suitable location, computer equipment, and internet connectivity required for the DATAMARK team to provide remote virtual onboarding and training services.

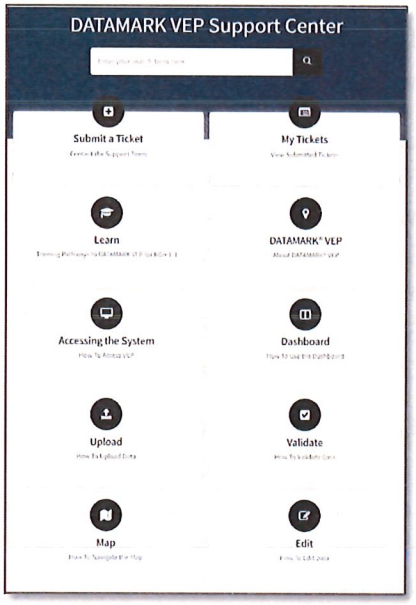
Training is conducted by live instructors in a virtual webinar format to minimize the time and resources required to train local staff. This also enables participants to directly interact with instructors, ask questions, and maximize learning opportunities. Virtual training will be coordinated and scheduled with Gadsden County to minimize impact to day-to-day operations.

Training webinars may be recorded for future reference, for use in refresher training, and for onboarding new users after VEP has been deployed and initial training has been completed.

If Gadsden County prefers onsite training to be conducted, DATAMARK can provide local in-person training. Additional one-time fees for onsite training will apply.

VEP Solution Support

DATAMARK is committed to Gadsden County's long-term success and meeting your GIS data management objectives. Subscription to VEP provides access to the VEP Support Center as well as our Client Success Team, which is made up of dedicated technical support personnel and client success managers who are experts in GIS and NG9-1-1 tools, workflows, and best practices.



VEP Support Center

Following implementation, users can access the VEP Support Center directly from the VEP user interface, which provides access to a comprehensive and searchable library of informational articles, training materials, and reference documents.

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Client Success Team

A Client Success Manager will be assigned to provide continuity of support and maintain two-way communication with Gadsden County, ensuring we remain responsive to your ongoing GIS data needs and VEP remains configured to achieve your data management goals. The Client Success Manager provides a single point of contact, works collaboratively with stakeholders and the DATAMARK team, and is empowered to resolve questions, issues, and concerns that may arise during operation of the VEP solution.

VEP Aggregator Implementation Tasks, Responsibilities, and Deliverables

Gadsden County Tasks and Responsibilities

- Provide GIS and 9-1-1 datasets and review GIS data field mapping for onboarding
- Provide space, computer equipment, and internet connectivity to support training

DATAMARK Deliverables

- Assess GIS and 9-1-1 datasets and conduct a review of GIS data for onboarding into the VEP solution and creation of the aggregated NG9-1-1 GIS database
- Provide user access to the VEP application and the VEP Support Center
- Conduct VEP Aggregator user training

MSAG Generator

DATAMARK will provide Gadsden County with software subscription to the MSAG Generator for a period of **five years**. DATAMARK will provide users of Gadsden County's VEP solution with access to MSAG Generator along with virtual end user training for VEP users.

MSAG Generator requires subscription to VEP Validator, Editor, or Aggregator, and is provided on an annual basis following the execution of a new or amended SaaS Agreement. Software subscription fees for MSAG Generator include support, maintenance, and solution upgrades through the term of the SaaS Agreement. The SaaS

Agreement is automatically renewed unless notice of cancelation is received 60 days before the renewal date.

On-Demand Tools to Create and Manage a Geospatial MSAG

The migration from legacy 9-1-1 systems to NG9-1-1 is evolutionary, introducing fundamental changes to emergency call routing and location validation. NG9-1-1 requires the continued use of the Master Street Address Guide (MSAG) until geospatial call routing and location validation are fully implemented.

MSAG Generator provides Gadsden County with fully integrated and user-friendly tools to create an up-to-date GIS-based MSAG on-demand that replaces the legacy tabular MSAG for call routing and location validation and maintains continuity between NG9-1-1 GIS layers and the legacy MSAG.

MSAG Generator is accessed through VEP's intuitive user interface and can be used as often as necessary to create a new or updated geospatial MSAG that follows the *NENA Standard for the NG9-1-1 GIS Data Model*, supporting legacy 9-1-1 operations throughout the migration to NG9-1-1.

MSAG Generator Tasks, Responsibilities, and Deliverables

Gadsden County Tasks and Responsibilities

- Maintain an active subscription to VEP Validator, Editor, or Aggregator

DATAMARK Deliverables

- Enable MSAG Generator in Gadsden County's VEP environment
- Conduct MSAG Generator end user training

GIS Data Hosting

DATAMARK will provide GIS Data Hosting to Gadsden County for a period of **five years**. GIS Data Hosting provides authorized service and system providers with secure access to your GIS data for use in public safety systems such as CAD, AVL, 9-1-1 call handling, 9-1-1 call mapping, etc.

GIS Data Hosting is provided on an annual basis following the execution of a SaaS Agreement for the solutions and services described below. The SaaS Agreement is automatically renewed unless notice of cancelation is received 60 days before the renewal date.

Secure Hosting of GIS Data for Use in Approved Public Safety Systems

DATAMARK will provide authorized providers with secure access to Gadsden County's GIS data, document and track access provided to authorized providers, and update documentation when access is updated or revoked. ***Authorized providers are prevented from modifying or editing hosted data.***

The following providers shall be authorized to access Gadsden County's GIS data:

Motorola Solutions / VESTA 911

The GIS Data Hosting solution is configurable to enable authorized provider to access selected layers or the complete GIS database managed in DATAMARK VEP as well as additional layers that are managed by the county outside of the VEP environment.

Hosted GIS Datasets Managed in DATAMARK VEP

Authorized providers can access the following GIS layers stored within VEP:

NENA Required Layers

- Road Centerlines
- Primary PSAP Services Boundaries
- Site/Structure Address Points
- Provisioning Boundaries
- Primary Emergency Services Boundaries (Police, Fire, Emergency Medical Services)

NENA Strongly Recommended, Recommended, and Other Data Layers

- Street Name Alias Table
- Landmark Name Alias Table
- Complete Landmark Name Alias Table
- States or Equivalents
- Counties or Equivalents
- Incorporated Municipal Boundary
- Unincorporated Municipal Boundary
- Neighborhood Community Boundary
- Railroad Centerlines
- Hydrology Line
- Hydrology Polygon
- Cell Sector Location
- Mile Marker Location
- Other Emergency Service Zone Boundaries

Hosted GIS Datasets Managed in DATAMARK VEP

DATAMARK will work with Gadsden County to identify additional GIS layers that are housed outside of the VEP environment and need to be included in the GIS Data Hosting solution. Additional GIS layers not stored in VEP will be confirmed at project kickoff and documented in the project plan, and Gadsden County shall be responsible for providing them to the DATAMARK team.

Maintenance and Updates of Hosted Datasets

DATAMARK will maintain the data hosting map service (URLs, etc.) on a **monthly** basis and update the hosted data **once per month** with new or updated datasets provided by the Gadsden County.

GIS Data Hosting Tasks, Responsibilities, and Deliverables

Gadsden County Tasks and Responsibilities

- Provide access to GIS data layers to be hosted by DATAMARK
- Provide the list of approved service providers and solution vendors to DATAMARK
- Advise DATAMARK when access to GIS Data Hosting needs to be changed

DATAMARK Deliverables

- Provide access to approved service providers and solution vendors
- Track and document access for approved service providers and solution vendors

EXHIBIT B: PRICING

Professional Services (Year 1)	$230,008.87
Professional Services (Years 2-5)	$88,673.01
SaaS Solutions (Year 1)	$42,351.91
SaaS Solutions (Years 2-5)	$169,407.64
Grand Total:	**$530,441.43**

Year 1 Total	$272,360.78
Years 2 – 5 Total	$258,080.65
Grand Total:	**$530,441.43**

Professional Services Pricing	SIN	Price
DATAMARK will invoice Gadsden County for professional services on a monthly basis, not to exceed the fixed pricing shown below. Professional Services are provided under SIN 541370GIS: Geographic Information Systems (GIS) Services.		
One-Time Services		
Strategic Planning and Implementation Plan	541370GIS	$49,506.94
Address Comparison and Evaluation (ACE)	541370GIS	$23,992.04
ACE Candidate Address Point Placement	541370GIS	$4,408.04
NG9-1-1 GIS Data Remediation	541370GIS	$70,358.12
Boundary Facilitation and Correction	541370GIS	$45,628.95
GIS Data Creation: NG9-1-1 ESB Boundary Layers	541370GIS	$4,478.84
GIS Data Hosting: Layer Configuration	541370GIS	$5,555.90
Automated GIS Data Upload to VEP: Configuration	541370GIS	$5,894.02
One-Time Services Subtotal		**$209,822.85**
Annual Recurring Services		
GIS Managed Services: Year 1	541370GIS	$19,587.90
GIS Managed Services: Year 2	541370GIS	$20,567.07
GIS Managed Services: Year 3	541370GIS	$21,183.96
GIS Managed Services: Year 4	541370GIS	$21,820.15
GIS Managed Services: Year 5	541370GIS	$22,475.01
GIS Managed Services: Subtotal for 5 Years		**$105,634.09**
Automated GIS Data Upload to VEP: Year 1	541370GIS	$598.12
Automated GIS Data Upload to VEP: Year 2	541370GIS	$627.91
Automated GIS Data Upload to VEP: Year 3	541370GIS	$647.02

Automated GIS Data Upload to VEP: Year 4	541370GIS	$665.98
Automated GIS Data Upload to VEP: Year 5	541370GIS	$685.91
Automated GIS Data Upload to VEP: Subtotal for 5 Years		**$3,224.94**
Professional Services Total		**$318,681.88**

Rate Tables for SIN 541370GIS: Geographic Information Systems (GIS) Services
One-Time Services

Strategic Planning and Implementation Plan

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	35.319	$140.17	$4,950.66
Discipline/Project Manager XII / Management Consultant XII	12.716	$194.66	$2,475.30
Management Consultant VIII	386.472	$102.48	$39,605.65
Admin Support VIII	24.662	$100.37	$2,475.32
			$49,506.94

Address Comparison and Evaluation (ACE)

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	17.116	$140.17	$2,399.15
Discipline/Project Manager XII / Management Consultant XII	6.163	$194.66	$1,199.69
Management Consultant VIII	187.291	$102.48	$19,193.58
Admin Support VIII	11.952	$100.37	$1,199.62
			$23,992.04

ACE Candidate Address Point Placement

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	3.145	$140.17	$440.83
Discipline/Project Manager XII / Management Consultant XII	1.132	$194.66	$220.36
Management Consultant VIII	34.411	$102.48	$3,526.44
Admin Support VIII	2.196	$100.37	$220.41
			$4,408.04

GIS Data Remediation

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	12.549	$140.17	$1,758.99

Discipline/Project Manager XI	12.813	$137.28	$1,758.97
Discipline/Project Manager XII / Management Consultant XII	18.072	$194.66	$3,517.90
Management Consultant VIII	549.243	$102.48	$56,286.42
Admin Support VIII	70.099	$100.37	$7,035.84
			$72,164.62

NG9-1-1 Boundary Facilitation and Correction

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	32.553	$140.17	$4,562.95
Discipline/Project Manager XII / Management Consultant XII	11.720	$194.66	$2,281.42
Management Consultant VIII	356.198	$102.48	$36,503.17
Admin Support VIII	22.730	$100.37	$2,281.41
			$45,628.95

GIS Data Creation: NG9-1-1 ESB Boundary Layers

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	3.195	$140.17	$447.84
Discipline/Project Manager XII / Management Consultant XII	1.15	$194.66	$223.86
Management Consultant VIII	34.965	$102.48	$3,583.21
Admin Support VIII	2.231	$100.37	$223.93
			$4,478.84

GIS Data Hosting Layer Configuration

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	3.964	$140.17	$555.58
Discipline/Project Manager XII / Management Consultant XII	1.427	$194.66	$277.79
Management Consultant VIII	43.371	$102.48	$4,444.62
Admin Support VIII	2.768	$100.37	$277.79
			$5,555.90

Rate Tables for SIN 541370GIS: Geographic Information Systems (GIS) Services Annual Recurring Services

GIS Managed Services (Year 1)

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	13.974	$140.17	$1,958.74
Discipline/Project Manager XII / Management Consultant XII	5.031	$194.66	$979.33
Management Consultant VIII	152.912	$102.48	$15,670.42
Admin Support VIII	9.758	$100.37	$979.41
			$19,587.90

GIS Managed Services (Year 2)

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	14.673	$140.17	$2,056.71
Discipline/Project Manager XII / Management Consultant XII	5.283	$194.66	$1,028.39
Management Consultant VIII	160.554	$102.48	$16,453.57
Admin Support VIII	10.246	$100.37	$1,028.39
			$20,567.07

GIS Managed Services (Year 3)

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	15.113	$140.17	$2,118.39
Discipline/Project Manager XII / Management Consultant XII	5.441	$194.66	$1,059.15
Management Consultant VIII	165.371	$102.48	$16,947.22
Admin Support VIII	10.553	$100.37	$1,059.20
			$21,183.96

GIS Managed Services (Year 4)

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	15.567	$140.17	$2,182.03
Discipline/Project Manager XII / Management Consultant XII	5.605	$194.66	$1,091.07
Management Consultant VIII	170.336	$102.48	$17,456.03
Admin Support VIII	10.87	$100.37	$1,091.02
			$21,820.15

GIS Managed Services (Year 5)

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	16.034	$140.17	$2,247.49
Discipline/Project Manager XII / Management Consultant XII	5.773	$194.66	$1,123.77
Management Consultant VIII	175.449	$102.48	$17,980.01
Admin Support VIII	11.196	$100.37	$1,123.74
			$22,475.01

Automated GIS Data Upload to VEP (Year 1)

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	0.427	$140.17	$59.85
Discipline/Project Manager XII / Management Consultant XII	0.154	$194.66	$29.98
Management Consultant VIII	4.668	$102.48	$478.38
Admin Support VIII	0.298	$100.37	$29.91
			$598.12

Automated GIS Data Upload to VEP (Year 2)

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	0.448	$140.17	$62.80
Discipline/Project Manager -XII / Management Consultant XII	0.161	$194.66	$31.34
Management Consultant VIII	4.902	$102.48	$502.36
Admin Support VIII	0.313	$100.37	$31.42
			$627.91

Automated GIS Data Upload to VEP (Year 3)

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	0.462	$140.17	$64.76
Discipline/Project Manager XII / Management Consultant XII	0.166	$194.66	$32.31
Management Consultant VIII	5.051	$102.48	$517.63
Admin Support VIII	0.322	$100.37	$32.32
			$647.02

Automated GIS Data Upload to VEP (Year 4)

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	0.475	$140.17	$66.58
Discipline/Project Manager XII / Management Consultant XII	0.171	$194.66	$33.29

Management Consultant VIII	5.199	$102.48	$532.79
Admin Support VIII	0.332	$100.37	$33.32
			$665.98

Automated GIS Data Upload to VEP (Year 5)

Resource	Hours	Rate/Hr.	Total
Management Consultant XI	0.489	$140.17	$68.54
Discipline/Project Manager XII / Management Consultant XII	0.176	$194.66	$34.26
Management Consultant VIII	5.355	$102.48	$548.78
Admin Support VIII	0.342	$100.37	$34.33
			$685.91

SaaS Solutions Pricing	SIN	Price
DATAMARK will invoice Gadsden County the fixed pricing shown below for SaaS solutions upon execution of the GSA SaaS Agreement. SaaS solutions are provided under SIN 518210C: Cloud Computing and Cloud Related IT Professional Services.		
Annual Subscription to DATAMARK VEP Editor: 1 Administrator User & 1 Editor User		
VEP Editor: Year 1	518210C	$11,335.01
VEP Editor: Year 2	518210C	$11,335.01
VEP Editor: Year 3	518210C	$11,335.01
VEP Editor: Year 4	518210C	$11,335.01
VEP Editor: Year 5	518210C	$11,335.01
Annual Subscription to VEP Editor: Subtotal for 5 Years		**$56,675.05**
Annual Subscription to DATAMARK VEP Aggregator: 2 Aggregator Administrator Users		
VEP Aggregator: Year 1	518210C	$8,614.61
VEP Aggregator: Year 2	518210C	$8,614.61
VEP Aggregator: Year 3	518210C	$8,614.61
VEP Aggregator: Year 4	518210C	$8,614.61
VEP Aggregator: Year 5	518210C	$8,614.61
Annual Subscription to VEP Aggregator: Subtotal for 5 Years		**$43,073.05**
MSAG Generator		
MSAG Generator: Year 1	518210C	$2,267.00
MSAG Generator: Year 2	518210C	$2,267.00
MSAG Generator: Year 3	518210C	$2,267.00
MSAG Generator: Year 4	518210C	$2,267.00
MSAG Generator: Year 5	518210C	$2,267.00
MSAG Generator: Subtotal for 5 Years		**$11,335.00**

GIS Data Hosting		
GIS Data Hosting Solution: Year 1	518210C	$11,430.00
GIS Data Hosting Solution: Year 2	518210C	$11,430.00
GIS Data Hosting Solution: Year 3	518210C	$11,430.00
GIS Data Hosting Solution: Year 4	518210C	$11,430.00
GIS Data Hosting Solution: Year 5	518210C	$11,430.00
GIS Data Hosting Monthly Maintenance: Year 1	518210C	$8,705.29
GIS Data Hosting Monthly Maintenance: Year 2	518210C	$8,705.29
GIS Data Hosting Monthly Maintenance: Year 3	518210C	$8,705.29
GIS Data Hosting Monthly Maintenance: Year 4	518210C	$8,705.29
GIS Data Hosting Monthly Maintenance: Year 5	518210C	$8,705.29
GIS Data Hosting: Subtotal for 5 Years		**$100,676.45**
SaaS Solutions Total		**$211,759.55**

PROJECT MANAGEMENT METHODOLOGY

Michael Baker's project management methodology has been used for more than 80 years to effectively manage project plans, schedules, budgets, and contracting. DATAMARK will manage each phase of this project in close collaboration with Gadsden County throughout the term of the contract for services.

Project Startup

Following execution of an agreement for services, DATAMARK will perform project startup tasks which include setting up budget management, developing the project plan, and scheduling a project kickoff meeting for project stakeholders.

DATAMARK uses Smartsheet, an end-to-end project management application, to manage project planning, scheduling, tasks, communications, and risk management. Smartsheet provides project team members and stakeholders with a web-based dashboard to track project and task status as well as review the schedule, communications plan, risk register, and change log through the life of the project.

Project Kickoff Meeting

DATAMARK will conduct a virtual project kickoff meeting to introduce project team members, define team member roles, and discuss the project's milestones, objectives, timeline, and approach. Topics discussed during the kickoff meeting will be documented in the project plan.

Project Management Plan

The Project Manager will create a Project Management Plan (PMP) to document project operations, budget, contracts, and quality, based on Gadsden County's project specifications and the finalized scope of work.

The PMP includes the reporting schedule and communication processes established during kickoff along with a risk register to track risks and mitigation plans. Throughout the project, the PMP will be used to document and track:

- Project stakeholders and their project responsibilities
- Project approach and objectives
- Project communication processes
- Risk and decision management
- Project schedule, budget, and progress tracking
- Progress tracking of project milestones and deliverables

The PMP is updated by the Project Manager and updates are communicated to the project team and stakeholders through the life of the project. The most current version of the PMP can be viewed by the project team and stakeholders through the Smartsheet project portal.

Scope, Schedule, and Budget Tracking

DATAMARK's Project Manager will use Smartsheet to track the project's scope, schedule, and budget from startup through completion. The Project Manager will provide regular communication with the project team to maintain focus, manage workflow efficiency, and monitor progress toward task completion.

Project Status Reporting

The Project Manager will provide regular project status reports to the project team and stakeholders following a schedule developed during the project kickoff meeting. Project status reports include a Project Summary, Action Items, Work Completed, and a list of Issues and Risks. Project stakeholders will be provided access to Smartsheet's web portal to view project status in real time and review the most current project schedule, communications plan, risks, tasks, and project change log.

Project Invoicing

The Project Manager will deliver invoices to Gadsden County. Invoicing will adhere to all applicable terms and conditions outlined in the project's Services Statement of Work and/or SaaS Agreement.

Project Management Tasks, Responsibilities, and Deliverables

Gadsden County Tasks and Responsibilities

- Participate in project kickoff meeting
- Review and approve the project plan, schedule, invoices, and other project documents

DATAMARK Deliverables

- Schedule and conduct the project kickoff meeting
- Schedule project status meetings and provide project status reports
- Deliver the PMP, schedule, and other project documents
- Deliver invoices to Gadsden County

Exhibit C

ORDERING ACTIVITY USE AUTHORIZATION

Subscriber Name	VEP Type	Tier	A	E	V/O	Specified Rights for Identified Use
Gadsden County	Editor	1	1	1		N/A

Key: A – Administrator; E – Editor; V – Validator; O – Observer

Appendix A

SAAS SERVICE LEVEL AND MAINTENANCE AGREEMEMT

The purpose of this SaaS Service Level and Maintenance Agreement (SLA) is to define the Service Level for the maintenance and support of the DATAMARK SaaS ("VEP Software"). The VEP Software shall be accessible 24 hours per day, 365 days per year subject to routine maintenance and unexpected outages.

Service Level Agreements are used as a tool to measure and guide DATAMARK and Ordering Activity in achieving the goals for effective delivery of all DATAMARK SaaS to the Ordering Activity. DATAMARK is providing Ordering Activity with the capability to run the VEP Software in a hosted environment. DATAMARK may choose to work with other Internet or Application service providers in providing its SaaS to Ordering Activity.

The SLA may be modified by DATAMARK from time to time. Updates to the SLA can periodically be found on the DATAMARK VEP Knowledge base accessed through Ordering Activity VEP portal. If a modification is unacceptable to Ordering Activity, Ordering Activity may cancel a subscription, upon written notice to DATAMARK. If Ordering Activity continues to use the VEP Software, Ordering Activity will be deemed to have accepted the modification. The following SLA shall outline DATAMARK's service level commitment:

1. The VEP Software

Specifically, DATAMARK will provide the following:

- **Application Administration**
  Software installation and software updates (patches, upgrades, support, and maintenance)
- **Technical Support**
  Online email support during coverage hours, 24x7 access to support portal
- **SaaS Management**
  Client activation, security monitoring, change control, problem management, and escalation procedures
- **System Administration**
  System configuration, deployment, support, monitoring, response, repair, tuning and capacity planning
- **Network Administration**
  Network provisioning, monitoring, response, repair, security, utilization management and capacity planning
- **Data backup and retention**
  Backups of Ordering Activity data

Ordering Activity is responsible for purchase and maintenance of its own equipment, hardware and access, including but not limited to network and data connection, to establish a connection to the Internet.

2. Server Environment

2.1 Cloud Services

The VEP Software is hosted in a secure Amazon Web Services (AWS) cloud environment. Note: AWS ensures data centers are equipped with back-up power supply to ensure power is available to maintain operations in the event of an electrical failure for critical and essential loads in the facility. Dedicated compute power for RDS may be allocated to Ordering Activitys upon request with additional fees.

2.2 Security

DATAMARK ensures that Ordering Activity data is protected with data encryption, user authentication, application security, and more. The VEP Software adheres to the following security measures and plans:

- NIST SP 800-53
- Data encryption at TLS
- Proactive Intrusion Detection and Prevention
- Amazon Web Service backup and recovery procedures

Specific measures include:

- All servers are located behind the firewall with only essential ports enabled.
- All firewalls have Intrusion Detection enabled.
- SSL encryption

3. Service Measures

3.1 Availability

The following availability will be maintained:

Measurement	Definition	DATAMARK SLA
Software Availability	The periods of time that the Software is available for use by the Ordering Activity not including scheduled downtime.	24 x 7 x 365, 99.5% average over a month not including scheduled downtime.
User Response Time	The time it takes for the Software to complete a user request and return a response.	Because of many external factors involved in this measurement, the response time cannot be specified.
Backups	Ordering Activity data as well as application installation backups	Full database backups of Ordering Activity Data are performed routinely every evening. Backup files will be retained for 2 days.
Restoration of SaaS	In the event of a major disaster event, such as flooding of the hosting facility or an earthquake that destroys the infrastructure.	DATAMARK will restore VEP Software at one or more alternate locations within 3 business days.
Maximum Restore Age	It is the maximum age of the data should we need to restore production data from backup.	No more than 48 hours.

Problem Response Time	Provision of user support. Primary Coverage will be 8am- 8pm Eastern time Monday through Friday, excluding statutory holidays. Response time will be calculated by dividing the numbers of issues responded to in one hour or less divided by the total number of issues received for the month.	90% of issues responded to in one hour or less during primary coverage. We are targeting a 90% compliance rate that every issue will be responded to in one hour or less during primary coverage. To calculate this, we take: # of issues responded to in 1 hr or less / total number of issues. For example, if a Ordering Activity logs 10 issues in 1 month and 9 of them were responded to in 1 hour, we have a 90% compliance rate which means we hit our target.

3.2 Priority Levels

Priority Level	Definition	Expected Response	Communication Intervals
Priority 1	Critical System Issue – Complete System Outage	Support Team takes ownership of Problem – Implements emergency plan. System Monitoring is initiated internally.	4 hour maximum
Priority 2	Major Impact – Impact to the Ordering Activity's Business with no work around	Problem is worked on continuously until it is resolved, or a reasonable workaround is applied, during normal business hours.	8 hour maximum
Priority 3	Large impact – Significant inconvenience to Ordering Activitys where a workaround might be implemented	Work is expected to continue on a workday basis until a more permanent solution is in place.	24 hour maximum
Priority 4	Small to Minor Impact – Minor to Small Inconvenience	Resolution is worked into a planned project list and schedule or it can be deferred until there is time allowed in the project schedule.	Initial response within 72 hour maximum, ongoing weekly updates
Priority 5	Reported bugs or requested enhancements	Bugs are fixed if they are impacting clients' business. Enhancements are evaluated if approved at DATAMARK'S sole discretion added to the development roadmap as prioritized.	Quarterly unless bug fix is critical to clients' business

3.3 Downtime / Maintenance

DATAMARK periodically adds, repairs, and upgrades the data center hardware and the Software and shall use its best efforts to accomplish this without affecting the Ordering Activity's access to any Software; however, repairs of an emergency or critical nature may result in the VEP Software not being available for the Ordering Activity's usage during the course of such repairs. DATAMARK reserves the right to take down the server(s) at the data center in order to conduct routine maintenance to both software and hardware according to the following protocols:

Item	Description	Commitment
Standard Maintenance Window	Monday - Sunday: 1 am – 4 am Pacific Time	

Scheduled Upgrades & Maintenance	Regular planned uploads of new functionality will take place during the release schedule window. The release schedule includes four (4) quarterly releases and other hotfixes, patch releases and maintenance upgrades.	-Minimum of 5-day Notice prior to the upload going into the production environment. -A message will be displayed on the main site stating DATAMARK is down during scheduled upgrades.
Non-Scheduled/Emergency Maintenance	May be performed outside the maintenance window and will be counted as unscheduled downtime.	-Ordering Activity will be notified immediately providing Ordering Activity as much prior notice as is commercially practicable of all such emergency maintenance to be performed on the VEP Software. -A message will be displayed on the main site stating DATAMARK VEP Software is down. -Provide a general description of all such emergency maintenance performed no more than ten (10) calendar days following completion of such emergency maintenance.

4. Compatibility with New Software

4.1 Ordering Activity consents and acknowledges that prior to upgrading Ordering Activity's third-party software, the Ordering Activity is solely responsible to verify and ensure that such third-party software is compatible with their current or future versions of Software. The most significant applications which the Ordering Activity should carefully check for compatibility before upgrading any other third-party tools used with, by, or integrated with the Software. DATAMARK will not be responsible for any failures or malfunctions' resulting from such upgrade and reserves the right not to provide support for such installations.

5. Limitation of the SLA

5.1 DATAMARK agrees to maintain uptime of at least 99.5% ("Minimum Uptime Level") excluding Routine and Minor Outages. To the extent that DATAMARK fails during any calendar month to provide the Minimum Uptime Level, it shall provide, upon request of Ordering Activity, a pro-rated credit to Ordering Activity to compensate for the amount of downtime that exceeds the permitted downtime pursuant to this paragraph. Credits granted hereunder shall be determined within a reasonable amount of time.

5.2 DATAMARK will use commercially reasonable efforts to make the Hosted VEP Software available during the applicable Service Windows (except during Force Majeure events) and in accordance with generally recognized industry Service Level Standards for non-mission-critical SaaS applications, excluding unavailability as a result of any of the Exceptions described below in this this Section. "Service Level Failure" means a material failure of the DATAMARK SaaS to meet the Availability Requirement. "Available" means the DATAMARK SaaS is available for access and use by Ordering Activity and its Authorized Users over the Internet and operating in material

accordance with the Specifications.

5.3 Ordering Activity must inform DATAMARK's Technical Support Department by email (a "Credit Request") within ten (10) days from the end of the month in which the Ordering Activity believes that DATAMARK did not satisfy the Availability Commitment, in each instance, and the Credit Request must include a listing of the date(s), time(s) and duration of the downtime experienced during the applicable month. Failure to do so, in any instance, will forfeit Ordering Activity's right to seek a credit from DATAMARK for the failure to achieve the Availability Commitment during the month at issue. Ordering Activity's right to receive a credit for a failure to meet the Availability Requirement for a given month shall be Ordering Activity's exclusive remedy in connection with the Outage(s) giving rise to the credit. The aggregate maximum value of credits to be issued by DATAMARK to Ordering Activity for any and all Outages that occur in a single month will not exceed twenty percent (20%) of the Monthly Annual Fees.

5.4 The SLA expressly excludes, and neither the DATAMARK SaaS will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Ordering Activity or its Authorized Users to access or use the DATAMARK SaaS that is due, in whole or in part, to any of the following:

a) Scheduled Downtime, or disabling, suspension and/or termination of the DATAMARK SaaS pursuant to the SaaS agreement;
b) Installation, configuration and technical support for DATAMARK SaaS;
c) Technical support, consultation or problem resolution pertaining to software applications other than those supplied by DATAMARK and described in this Agreement including access to or use of the VEP Software by Ordering Activity or any Authorized User, or using Ordering Activity's or an Authorized User's Access Credentials, that does not strictly comply with the SaaS Agreement, Ordering Activity Failure, Ordering Activity's Internet connectivity, failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by DATAMARK pursuant to this Agreement;
d) Resolution of problems resulting from negligence of the system user. Including specifically the incorrect data entry, the use of altered data or source code and the failure to use the Software according to the instructions provided in the user guide;
e) Support for development (SDK, Web pages, etc.), integration and custom reports, whether developed by Ordering Activity or any party other than DATAMARK;
f) Any alterations or additions, performed by parties other than DATAMARK, except for programs using product interfaces provided by DATAMARK;
g) Use of the Software on an Operating Environment other than that for which such Software was designed, except as expressly prescribed in the user guide;
h) Maintenance and support for non-production environments and sand boxes; and

i) Data migration.

5.5 If Ordering Activity requires that a member of DATAMARK's staff provide services pertaining to any of the above exclusions which are not included as part of the SLA, Ordering Activity hereby agrees to pay DATAMARK for these services according to the daily support service rate then in effect, prorated hourly.

APPENDIX B

The underlying GSA MAS Contract 47QRAA21D008D Michael Baker International, Inc., includes the clause *552.214 Contract Terms and Conditions – Commercial Products and Commercial Services (NOV 2023) (FAR DEVIATION – JAN 2023) (ALTERNATE I – NOV 2021) (DEVIATION – FEB 2007)* which is applicable to task and delivery orders under the schedule contract.

See *552.214(w)(1) Contract Terms and Conditions – Commercial Products and Commercial Services (NOV 2023) (FAR DEVIATION – JAN 2023) (ALTERNATE I – NOV 2021) (DEVIATION – FEB 2007) Commercial supplier agreements–unenforceable clauses* for specific terms relating to SaaS Agreements.

DataMark Proposal and Service Agreement 2025 1

Final Audit Report 2025-06-11

Created:	2025-06-11
By:	Shannon Dyer (Shannon.Dyer@mbakerintl.com)
Status:	Signed
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Agreement completed.
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INTERACTION INSIGHT CORPORATION

GETTING YOU CLOSER TO YOUR CUSTOMERS

Interaction Insight Corporation
125 Half Mile Road, Suite 200
Red Bank, NJ 07701
Tel.: +1 800.285.2950
www. interactionic.com

SUPPORT AGREEMENT GENERAL TERMS & CONDITIONS - Gold Package

For:	Gadsden County Sheriff
Project:	Maintenance and Support Quote 2025/2026
From:	Kimberly Husain Khusain@interactionic.com 800-285-2950 Ext 115
Description:	Gold Maintenance & Support - Annual 24/7 Remote and On-site Service Agreement Including Enhanced HW Warranty & SMA. Coverage Dates: 11/1/2025-10/31/2026 Annual Support Fee: $5,675.00

This Gold Support Agreement ("Agreement") with effective Dates shown above between **Interaction Insight Corporation** ("IIC") located in Red Bank, NJ 07701 and client listed above and its affiliates
("Customer" or "Licensee) for the provision of Support Services for Customer where IIC will provide the Gold Support Package based on the terms and conditions set out below. As used herein, the term System shall refer to the equipment set forth in Section 5.

a. Remote Support: Advice and assistance via telephone, internet, and e-mail available, 24/7, with a 2-hour remote response time. After hours services are excluded as part of this Agreement. Remote service calls which are not covered under this Agreement will be subject to the after-hours remote support rate of $150 per hour.

b. On-site Support On-site services are included as part of this Agreement during normal business hours, Monday through Friday, 9:00 AM to 5:00 PM. On-site services performed after hours and/or weekends are billable at $275 per hour for services performed.

c. Hardware Warranty: IIC will repair or replace any defective hardware components during the terms of this Agreement. Please Note: Archive drives and cables are considered disposable products and are not covered by this Agreement. Lost dongles are not covered by this Agreement. Components damaged by acts of God (i.e., fire, lighting, and water damage) are not covered by this Agreement. The licensee will be responsible for shipping charges, if necessary, to IIC. Return shipping will be covered under this Agreement.

d. Software Maintenance: With your Eventide Voice Recording System, during the terms of this agreement, IIC will provide all feature packs and service repairs, including installation, for appropriate releases at no extra charge. Please note that major new software releases are not covered by this agreement and are considered software upgrades that must be purchased (i.e., upgrading from release X.X to release X.X).

e. Preventative Maintenance: One preventative maintenance inspection will be performed, via remote access connection, per annum, at no additional charge.

1. Licensee Obligations

a. All Services are to be used for the sole purpose of maintaining or upgrading existing systems for which the Licensee has a valid Support Agreement.

2. Duration and Consideration

a. This Agreement shall commence on the date specified above and will initially run for twelve consecutive months. IIC will inform Licensee within ninety (90) days before renewal is due. IIC shall not increase any fee set forth during the initial term of the Agreement. Thereafter, and in the event, Licensee renews the Agreement, IIC shall have the right to increase the fees for the Services to be provided.

b. If the Licensee fails to remit charges due to IIC by the due date and does not cure such payment failure within thirty (30) days of receiving written notice thereof, IIC obligations to the Licensee under the terms of this Agreement will cease immediately.

c. This agreement shall be renewed automatically if not specifically terminated in writing by Licensee at least 30 days prior to the end of the term.

d. If this Agreement lapses, IIC reserves the right to charge a one-time reinstatement fee of $1,500.00 for the reinstatement of the Agreement

3. Conditions Precedent

a. IIC shall have no responsibility for correcting, curing, or otherwise remedying any nonconformity or defect in the System (or any other breach with respect to the condition, or operation of the System) if: (1) the System is not maintained and operated normal conditions, as communicated to Licensee, by qualified IIC service personnel; (2) the System incorporates spare or replacement parts other than those purchased under this Agreement or otherwise through IIC (3) the system has been altered, abused, misused, or taken apart by a party other than IIC, its employees, agents, and subcontractors; (4) the Customer uses the system in connection with components, parts, programs or equipment that are unauthorized or not recommended by IIC; or (5) the nonconformity or defect (or other breach with respect to the condition or operation of the system) has arisen as a result of

physical damage to the system occurring subsequent to delivery thereof to the installation site, including "acts of God". Notwithstanding the foregoing, IIC shall bear responsibility for correcting, curing or otherwise remedying any nonconformity or defect in the System resulting from the fault or negligence by IIC, its employees, agents, and subcontractors.

b. This agreement does not cover the replacement of any lost "software" dongles, or license interface DSC cards.

4. Disclaimer

a. IIC shall perform all Services in a workmanlike manner and in accordance with standard industry practices.

5. Equipment Covered:

System	Description	Quantity
Eventide NexLog DX Voice Recorder System Serial: 745102691	16 A on the call taking 740 DX from IIC and 40 channels of Avtec on the 740 Legacy machine being serviced by QRS via Motorola	1

Specific Terms:

- Support cost: $5,675.00
- Hours of Support: 24 hours per day, 7 days per week
- Service Commencement Date: TBD Upon Completion of Project Installation
- Payment Terms: Net 30
- Customer must supply and maintain the proper audio, AC, and data connections to the System's physical location.
- The charges shown do not include state sales tax, if applicable.

Board of County Commissioners
Agenda Request

Date of Meeting: 10/21/2025

Date Submitted: 10/09/2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Dewayne Ford, Chief

Subject: Renewal of EMS Reporting Software Subscription

Statement of Issue:

This agenda item is presented to the Board for approval of the renewal of the subscription agreement between Gadsden County Emergency Services and ESO Solutions, Inc. for electronic patient care reporting and related EMS software services.

Background:

ESO provides the software platform utilized by Gadsden County Emergency Services for patient care documentation, quality assurance, compliance reporting, and integration with other health and safety partners. The system is essential to EMS operations as it ensures accurate record keeping, reporting to the Florida Department of Health, and billing compliance.

Analysis:

ESO is fully integrated into agency operations and has been successfully used for several years. Renewal ensures ongoing compliance with state reporting requirements and continuity of service without disruption. Additionally, ESO has full integration with the Handtevy software, for which state funding was allocated this fiscal year.

Fiscal Impact:

$835 annually- see attached quote.

Options:

1. Approve the renewal of the ESO Subscription Agreement and authorize the Chairman to execute all related documents.
2. Do not approve the renewal.

3. Board direction.

County Administrator's Recommendation:

Option 1

Attachments:

1. ESO Subscription Agreement
2. Quote for Handtevy Integration

ESO SUBSCRIPTION AGREEMENT

This ESO Subscription Agreement (this "***Agreement***") is entered into as of October 1, 2025 ("***Effective Date***"), by and between ESO Solutions, Inc., a Texas corporation (together with its controlled subsidiaries, "***ESO***"), having its principal place of business at 2803 Manor Rd, Austin, TX 78722, and Gadsden County, Florida, a political subdivision of the State of Florida, with Gadsden County EMS ("***Customer***"), having its principal place of business at 339 E Jefferson Street Pl Box 488, Quincy, Florida 32351. This Agreement consists of these terms and conditions (the "***General Terms & Conditions***") below, the Business Associate Agreement, and any Order (as defined below) executed by the parties, including any attachments to such Order. The parties hereby agree that the terms and conditions of this Agreement supersede the terms of previous Agreement dated February 21, 2020 or any Orders. Any existing Services will be governed by this Agreement, with no further modifications at this time, unless otherwise noted in an Order attached hereto.

The purpose of this Agreement is to establish the terms and conditions under which Customer may purchase certain technology products and/or services as described in an Order or other document signed and agreed to by the parties. Therefore, in consideration of the covenants, agreements, and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS. Capitalized terms not otherwise defined in this Agreement have the meanings below:

"***Customer Data***" means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

"***De-identified Data***" means Customer Data which (i) if PHI, has been deidentified in accordance with HIPAA, or (ii) if not PHI, which has had all personally identifiable information removed, as well as the names and addresses of Customer and any of its Users and/or Customer's clients, and in each case as a consequence is neither PHI nor identifiable to or by Customer.

"***Deliverable***" means software, report, or other work product created pursuant to an Order.

"***Documentation***" means the Software's user guides and operating manuals.

"***Feedback***" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

"***Integrated Service***" means a third-party hardware, software, service, website, or data that is integrated with (or interoperates) with a service. Nonexclusive examples of Integrated Services include third-party computer-aided dispatch (CAD), cardiac monitors and third-party billing software.

"***Intellectual Property***" means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

"***Licensed Software***" means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer's own equipment. For the avoidance of doubt, Licensed Software does not include SaaS.

"***Order***" means a document addressing the order of a specific set of products or services which is executed by authorized representatives of each party. An Order may be (a) an ESO sales form or "Quote", (b) a Statement of Work, or (c) an addendum or other writing which is attached or which the parties intend to be incorporated by reference into this Agreement. For the avoidance of doubt, unilateral purchase orders and other similar documents do not constitute an Ordering Document.

"***Outage***" means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted.

"***Professional Services***" means professional services provided by ESO under a Statement of Work.

"***Protected Health Information***" or "***PHI***" has the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

"***SaaS***" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use on a periodic subscription basis. For the avoidance of doubt, SaaS does not include Licensed Software.

"***Scheduled Downtime***" means periods when ESO intentionally interrupts SaaS to perform system maintenance or otherwise correct service errors during non-peak hours (except for critical circumstances), typically between midnight and 6 a.m. Central Time on a fortnightly basis.

"**Services**" means the software (whether SaaS or Licensed), professional services, implementation services, support services, training, or other services provided by ESO to Customer under this Agreement, as further described in an applicable Order.

"***Software***" means any ESO computer program, programming or modules specified in the Agreement or any Order. For the avoidance of doubt, SaaS and Licensed Software are collectively referred to as Software.

"***Support Services***" means those services described in Exhibit B.

"***Third-Party Data***" means data not owned by ESO but which is (or access to which is) provided by ESO under an Order (such as fire codes or AAAM AIS codes).

"***Third-Party Service***" means a service not provided by ESO but which is made available by ESO in connection with its Software under an Order.

"***Third-Party Software***" means software not owned by ESO but which is (or access to which is) provided by ESO under an Order.

"***Use Restrictions***" means the restrictions imposed on Customer's use of Software as described in Section 3.3.

"***User***" means any individual who uses the Software on Customer's behalf through Customer's account or passwords.

2. **SOFTWARE ORDERS.** During the Term, Customer may order Software from ESO by signing an appropriate Order. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Order is incorporated herein by reference.

3. **LICENSE/SUBSCRIPTION TO SOFTWARE**

3.1 Grant of Subscription: SaaS. For SaaS, during the Term Customer may access and use the SaaS, with the access and volume limitations set forth on the applicable Order, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement. Customer acknowledges and agrees that certain ESO products and services may be subject to additional terms and conditions ("**Product-Specific Terms**") which may be presented to Customer at the time of execution of this Agreement or upon Customer's future purchase of such products or services. Product-Specific Terms shall be incorporated into this Agreement by reference through Exhibits appended hereto and shall govern Customer's use of the applicable product or service in addition to the General Terms and Conditions contained herein.

3.2 Grant of License: Licensed Software. For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Order and as necessary for Customer's internal business purposes, in each case subject to Customer's compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.

3.3 Use Restrictions. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Order).

3.4 Ownership. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, and Feedback, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.

3.5 Third-Party Data, Software and Services.

3.5.1 ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services. The Third-Party Software "EMS1 Academy" and/or "FireRescue1 Academy" and/or "EMS1 & FireRescue1 Academy – Implementation and Configuration" and/or "Learning Management System" and/or "EVALS Implementation" (collectively, "***Education***") is offered by ESO in collaboration with Lexipol, f/k/a The Praetorian Group. If Customer subscribes to Education, Customer acknowledges and agrees to the terms and conditions of the Praetorian license agreement, located at https://www.lexipol.com/terms-and-conditions/, which shall supersede this Agreement as it applies to Customer's use of Education and any Customer Data stored therein.

3.5.2 Third-Party Data. If Customer (as indicated on an Order) elects to license Third-Party Data, then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer's internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Order, (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Order.

3.6 Integrated Services and Non-ESO Products Procured by Customer. If Customer procures any non-ESO Products Customer is responsible for securing the rights for ESO to receive, transmit, process, display, and store all data (**"Integrated Data"**) from and to such Integrated Services to the extent required for ESO to perform its obligations and exercise its rights under this Agreement. ESO's obligation to support Integrated Services is contingent upon Customer securing such rights. Customer's failure to secure such rights does not terminate or suspend Customer's obligation to pay Fees. Customer bears (and shall hold ESO harmless from) all risks associated with access to and use of Integrated Services and Integrated Data. Any Integrated Data made accessible by ESO in or through the Integrated Service is provided on an "as-is" and "as available" basis without any warranty of any kind. Customer acknowledges that ESO is not responsible for and under no obligation to control, monitor or correct Integrated Data; provided, however, ESO reserves the right to take remedial action if any such data violates applicable law or this Agreement, including without limitation, the removal of, or disablement of access to, such data and the Integrated Service. Customer acknowledges that ESO's ability to deliver each Service is contingent upon Customer or User's compliance with this Agreement and any applicable third party's terms of use. Accordingly, if ESO's performance under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, or third-party vendors (other than ESO) (**"Customer Delay"**), ESO shall not be deemed in breach of its obligations under this Agreement or otherwise be liable for any costs or losses of Customer (in each case, to the extent arising directly or indirectly from Customer Delay).

3.7 Third Party APIs. Customer acknowledges that: (i) the nature, type, quality and availability of Integrated Data and Integrated Services may change at any time during the Term, and (ii) features of the Integrated Service that integrate or interoperate with third parties and Integrated Data depend on the continuing availability of such third parties' respective application programming interfaces (**"APIs"**) for use with the Integrated Service. ESO may update, change or modify the Integrated Services under this Agreement because of a change in, or unavailability of, such Integrated Data or APIs. If any third-party ceases to make its Integrated Data or APIs available on reasonable terms for the Integrated Services, as determined by ESO in its sole discretion, ESO may cease providing access to or support for the affected Integrated Data or Integrated Service without any liability to Customer. Any changes to Integrated Data or APIs, including their availability or unavailability, during the Term does not affect Customer's obligations under this Agreement or the applicable Order, and Customer will not be entitled to any reduction in fees, refund, credit or other compensation due to any such changes.

3.8 Non-ESO Products. If Customer enables, accesses, uses or otherwise relies upon Third-Party Software or Third-Party Services (collectively, **"Non-ESO Products"**), Customer's access and use of such Non-ESO Services shall be governed solely by the terms and conditions of such Non-ESO Products. ESO does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Non-ESO Products, including, without limitation, their content or the manner in which they handle, protect, manage or process data (including Customer Data), or any interaction between Customer and the provider of such Non-ESO Products. ESO cannot guarantee the continued availability of such Non-ESO Product features. Customer irrevocably waives (and shall hold ESO harmless from) any claim against ESO with respect to such Non-ESO Products. ESO is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access or use of any such Non-ESO Products, or Customer's reliance on the privacy practices, data security processes or other policies of such Non-ESO Products. Neither the performance nor failure of Non-ESO Products shall terminate or suspend Customer's obligation to pay Fees, and, if ESO's performance under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, or Non-ESO Products (**"Customer Delay"**), ESO shall not be deemed in breach of its obligations under this Agreement or otherwise be liable for any costs or losses of Customer (in each case, to the extent arising directly or indirectly from Customer Delay).

4 HOSTING, SLA & SUPPORT SERVICES

4.1 Hosting & Management. Customer shall be responsible for hosting and managing any Licensed Software on systems meeting the requirements specified by ESO. ESO shall be responsible for hosting and managing any SaaS.

4.2 Service Level Agreement. If Outages (excluding Scheduled Downtime or Outages caused by Customer), results in the service level uptime falling below 99% for any three-month period (the ***"Uptime Commitment"***), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.

4.3 Scheduled Downtime. ESO will endeavor to provide reasonable (72 hour) notice of Scheduled Downtime to Customer's Users. Notice of Scheduled Downtime may be provided from within the Software or via email. Scheduled Downtime shall never constitute a failure of performance or Outage by ESO. Notification timelines and the frequency of Scheduled Downtime are subject to the emergence of security concerns outside of ESO's control.

4.4 Support and Updates. During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit B, which is incorporated herein by reference. ESO may update and revise its Software, providing reasonable notice in the case of any material diminishment.

5 FEES

5.1 Fees. In consideration of the rights granted hereunder, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Order(s)) (collectively, ***"Fees"***). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer (or Third-Party Payer, if applicable) shall pay all invoices within 30 days of receipt.

5.2 Third-Party Payer. If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a ***"Third-Party Payer"***), then (i) each applicable Order will identify such arrangement, (ii) the Third-Party Payer will enter into a written agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), (iv) references within this Section 5 to Customer's responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.

5.3 Uplift on Renewal. Fees indicated as recurring fees on the applicable Order (including those for Software) shall increase by 8.75% each year upon renewal.

5.4 Taxes and Fees. The Fees are exclusive of all taxes and credit card processing fees, if applicable. Unless and until Customer provides ESO a tax exemption certificate, Customer will be responsible for and will remit (or will promptly reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.

5.5 Appropriation of Funds. If Customer is a city, county or other government entity, Customer may terminate the Agreement at the end of the Customer's fiscal term if Customer provides evidence that its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.

5.6 Usage Monitoring. Customer is solely responsible for its own adherence to volume and use limitations (or tiers) indicated on the applicable Order. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level indicated in the applicable Order (an ***"Overage"***), Customer shall owe ESO the Fee corresponding to such usage level at a rate no higher than ESO's then-standard pricing for new customers at an equivalent usage level. ESO may invoice for Overages immediately.

6 TERM AND TERMINATION

6.1 Term. The term of this Agreement (the ***"Term"***) commences on the Effective Date and continues for a period of one year (or any longer period provided in an Order). Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 60 days prior to the anniversary of the Effective Date.

6.2 Termination for Cause. Either party may terminate this Agreement or any individual Order for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.

6.3 Either party may elect to terminate the Agreement or an existing Software subscription at the end of the then-current Term by providing no less than 30 days prior written notice.

6.4 Effect of Termination. If Customer terminates this Agreement or any Order as a result of ESO's material breach, then to the extent Customer prepaid any Fees, ESO shall refund to Customer those prepaid Fees on a pro-rata basis from the date Customer actually ceases use of the Software. Upon termination of this Agreement or any Order, Customer shall cease all use of the Software subject to this Agreement (or the applicable Order, as the case may be) and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the termination or expiration of this Agreement. If Customer's Agreement includes a multi-year discount plan with diminishing discounts, and Customer terminates the Agreement prior to the completion of the discount plan, Customer shall promptly pay ESO's invoice recouping such discounts for a maximum of two years prior to the date of termination. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.

6.5 Delivery of Data. ESO will provide Customer its Customer Data in a searchable .pdf format upon request made within 60 days of the expiration or termination of this Agreement. Customer acknowledges that ESO has no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

7 REPRESENTATIONS AND WARRANTIES

7.1 Material Performance of Software. After it is fully implemented (and subject to Customer's adherence to Sections 3.3, 4.1 and 13.4), ESO warrants that the Software will reliably collect, transmit, store and/or permit access to data in compliance with applicable law and industry standards.

7.2 Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement is duly authorized by all necessary corporate or government action.

7.3 Customer Cooperation. Customer agrees to use current operating systems and reasonably and timely cooperate with ESO as necessary for the implementation and operation of the Software.

8 DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9 CONFIDENTIALITY

9.1 ***"Confidential Information"*** refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five business days; (c) the Software and Documentation, whether or not designated confidential; (d) ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture; (e) any other nonpublic, sensitive information reasonably treated as trade secret or otherwise confidential; and (f) Customer Data which does not comprise PHI . Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) as to ESO, Customer's Feedback; or (vi) is PHI (*which shall be governed by the Business Associate Agreement rather than this Section*).

9.2 Nondisclosure. Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the ***"Purpose"***). Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.

9.3 Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three years after the date of disclosure; provided that, such obligations related to Confidential Information

constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.

9.4 Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.5 Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10 INSURANCE. Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:

10.1 Commercial general liability insurance with a minimum of $1 million per occurrence and $1 million aggregate;

10.2 Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of $1 million for bodily injury and property damage liability;

10.3 Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of $1 million each accident or disease; and

10.4 Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of $1 million.

11 INDEMNIFICATION

11.1 IP Infringement. Subject to the limitations in Section 12, ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable attorney's fees) (***"Damages"***) actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each, an ***"Indemnified Claim"***). If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO may at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Order, in which case ESO will refund any pre-paid Fees on a pro-rata basis for such Order. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer (and/or anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

11.2 Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a **"Claim"**), Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.

12 LIMITATION OF LIABILITY

12.1 **LIMITATION OF DAMAGES**. NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE

SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.

12.2 **SPECIFIC LIABILITY**. LIABILITY SHALL BE LIMITED AS FOLLOWS:

(a) ESO'S OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO $500,000.

(b) DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO $1,000,000.

(c) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.

12.3 **GENERAL LIABILITY**. EXCEPT AS EXPRESSLY PROVIDED "SPECIFIC LIABILITY," ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE ORDER OR EXHIBIT GIVING RISE TO THE CLAIM.

12.4 THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12.5 THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

13 CUSTOMER DATA & WORK PRODUCT

13.1 Customer Responsibilities. The Software allows Customer and its Users to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed by Users through the Software. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

13.2 Use of Customer Data. Unless it receives Customer's prior written consent, ESO shall not grant any third-party access to Customer Data, except (a) subcontractors that are subject to a reasonable nondisclosure agreement or (b) authorized participants in the case of Software designed to permit Customer to transmit Customer Data. ESO may only use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at Customer's expense.

13.3 De-identified Data. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE DE-IDENTIFIED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL DE-IDENTIFIED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all rights, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.

13.4 Internet Access. Customer is solely responsible for obtaining, maintaining, and securing its network connections, and acknowledges such connections are essential to the effective operation of the Software. ESO makes no representations to Customer regarding the reliability, performance or security of any network or service provider not provided or managed by ESO.

13.5 Work Product Ownership. Unless specifically provided in the applicable Statement of Work, in the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly

acknowledges and agrees that nothing in this Agreement or a separate Order gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

14 GOVERNMENT PROVISIONS

14.1 Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement (provided that Customer shall be solely responsible for any such notice required to be given to its employees, agents or patients). Customer acknowledges and agrees that it must fully and accurately report discounts or other incentives under this Agreement on any cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law.

14.2 Business Associate Agreement. The parties agree to the terms of the Business Associate Agreement attached as Exhibit C and incorporated herein by reference.

14.3 Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable (prohibiting discrimination on the basis of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity or national origin).

14.4 Excluded Parties List. ESO agrees to report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

15 MISCELLANEOUS

15.1 Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.

15.2 Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail to a person designated in writing by the receiving party, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.

15.3 Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather, each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

15.4 Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

15.5 Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to (i) terminate Software products and services and (ii) approve or ratify rate or tier increases for Software products and services then in use by Customer.

15.6 Affiliate Use of Agreement. Customer may permit its Affiliates to order Services under this Agreement by executing an Order referencing this Agreement. Each such Affiliate shall be deemed a "Customer" solely for purposes of the applicable Order and shall be responsible for compliance with the terms of this Agreement. Unless otherwise stated in the applicable Order, the Affiliate placing the Order shall be solely responsible for payment of all Fees associated with such Order. For purposes of this Agreement, "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Customer, where "control" means the possession, directly or indirectly, of the

power or authority to legally bind or obligate such entity, or otherwise direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract, or otherwise.

15.7 Force Majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, ***"Force Majeure"***). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event lasts longer than 30 days, the other party may immediately terminate the applicable Order.

15.8 Marketing. If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.

15.9 Waiver & Breach. Neither party will be deemed to waive any rights under this Agreement except through an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.

15.10 Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

15.11 Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.

15.12 Governing Law. This Agreement, any claim dispute or controversy hereunder (a ***"Dispute"***) will be governed by (i) the laws of the State of Texas, or (ii) if Customer is a city, county, municipality or other governmental entity, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

15.13 Sunset. ESO may discontinue Support Services for Licensed Software upon six months' notice to Customer.

15.14 No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

15.15 Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.

15.16 Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date – Belarus, Cuba, Iran, North Korea, Russia, Sudan, and Syria).

15.17 Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Order, with most recent Order taking precedence over earlier ones; and (4) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.

15.18 Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

15.19 Signatures. Electronic signatures on this Agreement or on any Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ESO Solutions, Inc.	**Customer:**
[Signature]	[Signature]
[Printed Name]	[Printed Name]
[Title]	[Title]
[Date]	[Date]

EXHIBIT B
SUPPORT SERVICES

1. **DEFINITIONS.** Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.

"**Enhancement**" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.

"**E-mail Support**" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.

"**Error**" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.

"**Error Correction**" means the use of reasonable commercial efforts to correct Errors.

"**Fix**" means the repair or replacement of object code for the Software or Documentation to remedy an Error.

"**Initial Response**" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.

"**Management Escalation**" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).

"**Severity 1 Error**" means an Error which renders the Software completely inoperative (*e.g.*, a User cannot access the Software due to unscheduled downtime or an Outage).

"**Severity 2 Error**" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (*e.g.*, a User cannot access a core component of the Software).

"**Severity 3 Error**" means any other error that does not prevent a User from accessing a significant feature of the Software (*e.g.*, User is experiencing latency in reports).

"**Severity 4 Error**" means any error related to Documentation or a Customer Enhancement request.

"**Status Update**" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.

"**Online Support**" means information available through ESO's website (www.eso.com), including frequently asked questions and bug reporting via Live Chat.

"**Support Representative**" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.

"**Update**" means an update or revision to Software, typically for Error Correction.

"**Upgrade**" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.

"**Workaround**" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. **SUPPORT SERVICES.**

Customer will provide at least one administrative employee (the "**Administrator**" or "**Administrators**") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.

2.1. ESO will provide Support Services consisting of (a) Error Correction(s); (b) Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports

to Customer, including but not limited to, messages in the Software, messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

2.2. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.

2.3. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.

ESO will provide responses to a technology and/or security assessment of reasonable detail (a "**Tech Assessment**") upon request prior to (or in connection with) implementation. ESO will provide responses to any subsequent Tech Assessments provided that Customer compensates ESO at its then-current and standard consulting rates for all work performed in connection with such Tech Assessments.

2.4. Error Reporting. Customer will report all Errors to ESO via ESO's Support Request Form link (New Case Form - ESO) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.

2.4.1. Severity 1 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.

2.4.2. Severity 2 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within 48 hours if ESO cannot resolve the Error within forty-eight hours.

2.4.3. Severity 3 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.

2.4.4. Severity 4 Error. ESO shall provide an Initial Response within seven calendar days. .

3. **CONSULTING SERVICES.** If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.

4. **EXCLUSIONS.**

4.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.

4.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.

4.3. ESO is not required to perform any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.

4.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible for the performance of such hardware even if ESO makes recommendations regarding the same.

5. **MISCELLANEOUS.** The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

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EXHIBIT C
Business Associate Agreement

Customer and ESO Solutions, Inc. ("**Business Associate**") agree that this HIPAA Business Associate Agreement is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("**Covered Entity**"). Pursuant to the ESO Subscription Agreement (the "**Agreement**") into which this HIPAA Business Associate Agreement (this "**BAA**") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. Scope. This BAA applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.

   Definitions. For purposes of this BAA, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), or the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), and any amendments or implementing regulations, (collectively "**HIPAA Rules**").

2. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this BAA and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this BAA is executed and as they are amended, for so long as this BAA is in place.

3. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement, as required by law, or as permitted by the Agreement. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

   Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("**Privacy Rule**") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.

   Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 ("**Security Rule**") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this BAA.

   Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("**Breach Notification Rule**"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.

4. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.

5. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to such PHI.

6. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

7. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.

8. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

9. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.

10. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.

11. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.

12. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

13. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this BAA or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this BAA; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this BAA shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this BAA or by operation of law or in equity.

14. Effect of Termination of Agreement. Upon the termination of the Agreement or this BAA for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this BAA, even after termination of the Agreement or BAA, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.

15. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this BAA would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

16. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

17. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:

    17.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the internet; and

    17.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.

18. Third Party Rights. The terms of this BAA do not grant any rights to any parties other than Business Associate and the Covered Entity.

19. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.

Quote Date:	08/25/2025
Customer Name:	Gadsden County EMS
Quote #:	Q-215661
Quote Expiration date:	11/23/2025
ESO Account Manager:	Alyssa Cottrell

CUSTOMER CONTACT

Customer	Gadsden County EMS
Name	Dewayne Ford
Email	dford@gasdencountyfl.gov
Phone	(850) 662-4068

BILLING CONTACT

Payor	Gadsden County EMS	Address	PO Box 488
Name	Kris Hood		Quincy FL, 32351
Email	khood@gadsdencountyfl.gov	Billing Frequency	Annual
Phone	(850) 597-6406	Initial Term	12 months

Special Terms and Notes:

Notwithstanding anything to the contrary in this Quote, the Terms and Conditions or any other agreement between the parties, the following shall apply:
(i) The Effective Date of this Order shall be October 1, 2025.
Customer and ESO intend and agree that this Quote adopts and incorporates the terms and conditions of the ESO Subscription Agreement between the parties, effectively dated on or around October 1, 2025, and that the products and services ordered above are subject thereto.

EHR

Product	Volume	Total (USD)	Fee Type
EHR - Handtevy Integration	10208 Incidents	$835.00	Recurring

Total Recurring Fees	USD $835.00
Total One-Time Fees	USD $0.00
TOTAL FEES	USD $835.00

All Fees herein are in USD

Quote Date:	08/25/2025
Customer Name:	Gadsden County EMS
Quote #:	Q-215661
Quote Expiration date:	11/23/2025
ESO Account Manager:	Alyssa Cottrell

TERMS AND CONDITIONS:

1. If the Customer indicated above has an existing master agreement with ESO (Agreement) dated on or after January 1, 2018, then that Agreement will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

https://www.eso.com/legal-terms/

2. The Effective Date of this Quote shall be the final date of signature.

3. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.

4. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

Gadsden County EMS

Signature: _____

Print Name: _____

Title: _____

Date: _____

The subscription term shall begin **15 calendar days** after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.

Board of County Commissioners
Agenda Request

Date of Meeting: October 21, 2025

Date Submitted: October 10, 2025

To: Honorable Chairman and Members of the Board

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

Subject: **Approval for Resolutions 2025-054 & 2025-055 to balance the Fine & Forfeiture FY24/25 budget**

Statement of Issue:
The agenda item seeks Board approval for Resolution 2025-055 to balance the F24/25 Fines & Forfeiture Budget which is overspent by $25,000 due to higher than expected costs of property insurance.

Background:
The Interim County Administrator is requesting authorization from the Board to proceed with Resolution 2025-054 and 2025-055 which supports Budget Amendments 2025-085 and 2025-086 increasing the FY24/25 Fines & Forfeiture Budget by $25,000 to cover the extra expenses for property insurance. The budget must be balanced at year end and is now in a negative state of cash. Funding will come from Purchasing Department unspent funds for a position vacancy that went unfilled during FY24/25. There will be no change to total funding in either the General Fund or Special Revenue Fund with this request.

Analysis:
None

Fiscal Impact:
$25,000

Options:
1. Approve Resolutions 2025-054 & 2025-055 and Budget Amendments 2025-085 & 2025-086.
2. Do not approve.
3. Board Direction.

Interim County Administrator's Recommendation:
Options #1

Attachments:
Resolution 2025-055
Budget Amendment 2025-086

BA# 2025-085

Gadsden County BOCC Budget Amendment Form

Date: 10/10/2025
Fiscal Year: 2024-25
Department: Fund 001
Agenda Item: Transfer to Fine & Forfeiture

Intra-departmental
BOCC Motion
BOCC Resolution 2025-054
BOCC Public Hearing **Yes**

Revenue

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

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
001	9001	59102	Transfer to Fine & Forfeiture		25,000.00	25,000.00
001	0055	51200	Regular Salaries & Wages	11,165.00	(10,000.00)	1,165.00
001	0055	52100	Fica Taxes	9,118.50	(8,000.00)	1,118.50
001	0055	52300	Health Insurance	13,631.00	(7,000.00)	6,631.00
						-
#2 Subtotal				**33,914.50**	**-**	**33,914.50**

To update the Fine & Forfeiture budget for FY 24/25 to cover deficit.

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

RESOLUTION NO. 2025 - 054

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 #2025-085 attached hereto.

Adopted this 21st day of October, 2025.

Board of County Commissioners
Gadsden County, Florida

_____
Chairperson

Attest: Nicholas Thomas, Clerk

By:_____

BA# 2025-086

Gadsden County BOCC Budget Amendment Form

Date: 8/8/2025
Fiscal Year: 2024-25
Department: Fund 115
Agenda Item: Transfer to Fine & Forfeiture

Intra-departmental
BOCC Motion
BOCC Resolution 2025-55
BOCC Public Hearing **Yes**

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
001		389-9001	BALANCE FWD CASH FORWARD		25,000.00	25,000.00
						-
						-
						-
#1 Subtotal				-	**25,000.00**	**25,000.00**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
115	0115	54500	Insurance		25,000.00	25,000.00
						-
						-
#2 Subtotal				-	**25,000.00**	**25,000.00**

To utilize fund balance to adjust Fine & Forfeiture budget for FY 24/25 due to underbudgeted expenditures.

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

RESOLUTION NO. 2025 - 055

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 #2025-086 attached hereto.

Adopted this 21st day of October, 2025.

Board of County Commissioners
Gadsden County, Florida

_____
Chairperson

Attest: Nicholas Thomas, Clerk

By:_____

SUNGARD PENTAMATION INC.
DATE: 10/10/2025
TIME: 12:02:35

GADSDEN COUNTY BOCC
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='9001'
ACCOUNTING PERIOD: 13/25

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
FUNCTION-580 OTHER USES
ACTIVITY-581 INTERFUND TRANSFER
DEPT TOTAL-9001 TRANSFERS-GEN'L FUND
1ST SUBTOTAL-59000 OTHER USES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
59101	TRANSFERS TO LIBRARY	712,354.00	.00	.00	712,354.00	.00	100.00
59102	TRANSFERS FINE & FORFEIT	8,648,467.00	.00	.00	8,529,467.00	119,000.00	98.62
59104	TRANSFERS TO EMER RESCUE	1,364,957.00	.00	.00	1,364,957.00	.00	100.00
59106	TRANSFER TO GRANTS FUND	278,869.00	.00	.00	128,869.00	150,000.00	46.21
59113	TRANSFER TO EMPA (150)	13,320.00	.00	.00	8,880.00	4,440.00	66.67
59114	TRANSFER TO PROPERTY APP	1,390,514.00	.00	.00	1,390,514.00	.00	100.00
59117	TRANSFER TO SUPER OF ELE	1,026,252.00	.00	.00	1,026,252.00	.00	100.00
59135	TRANSFER TO JUDICIAL SER	221,144.00	.00	.00	221,144.00	.00	100.00
59140	TRANSFER CRT FACILITES	41,406.00	.00	.00	41,406.00	.00	100.00
59180	TRANSFER TO FUND 213	260,395.00	.00	.00	260,395.00	.00	100.00
59181	TRANSFER TO FUND 214	274,027.00	.00	.00	274,027.00	.00	100.00
59184	TRANSFER TO FUND 208	31,167.00	.00	.00	31,167.00	.00	100.00
	TOTAL OTHER USES	14,262,872.00	.00	.00	13,989,432.00	273,440.00	98.08
	TOTAL TRANSFERS-GEN'L FUND	14,262,872.00	.00	.00	13,989,432.00	273,440.00	98.08
	TOTAL INTERFUND TRANSFER	14,262,872.00	.00	.00	13,989,432.00	273,440.00	98.08
	TOTAL OTHER USES	14,262,872.00	.00	.00	13,989,432.00	273,440.00	98.08
	TOTAL GENERAL FUND	14,262,872.00	.00	.00	13,989,432.00	273,440.00	98.08
TOTAL REPORT		14,262,872.00	.00	.00	13,989,432.00	273,440.00	98.08

SUNGARD PENTAMATION INC.
DATE: 10/10/2025
TIME: 11:29:33

GADSDEN COUNTY BOCC
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='0055'
ACCOUNTING PERIOD: 13/25

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
FUNCTION-510 GENERAL GOVERNMENT SVCES
ACTIVITY-513 FINANCE & ADMINISTRATIVE
DEPT TOTAL-0055 PURCHASING

1ST SUBTOTAL-51000 PERSONAL SERVICES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	16,805.00	.00	.00	5,640.00	11,165.00	33.56
52100	FICA TAXES	9,547.00	.00	.00	428.50	9,118.50	4.49
52200	RETIREMENT CONTRIBUTIONS	4,181.00	.00	.00	385.77	3,795.23	9.23
52300	HEALTH INSURANCE	13,631.00	.00	.00	1,281.09	12,349.91	9.40
52310	LIFE INSURANCE	76.00	.00	.00	4.66	71.34	6.13
52400	WORKER'S COMPENSATION	200.00	.00	.00	.00	200.00	.00
	TOTAL PERSONAL SERVICES	44,440.00	.00	.00	7,740.02	36,699.98	17.42
1ST SUBTOTAL-53000 OPERATING EXPENSES							
54000	TRAVEL & PER DIEM	4,000.00	.00	.00	.00	4,000.00	.00
54130	POSTAGE & FREIGHT	300.00	.00	.00	116.36	183.64	38.79
54400	RENTALS & LEASES	2,200.00	.00	.00	718.18	1,481.82	32.64
54700	PRINTING & BINDING	100.00	.00	.00	16.50	83.50	16.50
54901	ADVERTISING	20,000.00	.00	.00	14,374.84	5,625.16	71.87
54959	LATE FEE	.00	.00	.00	239.00	-239.00	.00
54960	FINANCE CHARGE	.00	.00	.00	4.65	-4.65	.00
55100	OFFICE SUPPLIES	1,500.00	.00	.00	1,477.05	22.95	98.47
55200	OPERATING SUPPLIES	500.00	36.99	.00	3,335.14	-2,835.14	667.03
55400	MEMBERSHIPS/SUBSCRIPTION	200.00	.00	.00	59.99	140.01	30.00
55401	TRAINING & EDUCATIONAL	5,000.00	.00	.00	.00	5,000.00	.00
	TOTAL OPERATING EXPENSES	33,800.00	36.99	.00	20,341.71	13,458.29	60.18
	TOTAL PURCHASING	78,240.00	36.99	.00	28,081.73	50,158.27	35.89
	TOTAL FINANCE & ADMINISTRATIV	78,240.00	36.99	.00	28,081.73	50,158.27	35.89
	TOTAL GENERAL GOVERNMENT SVCE	78,240.00	36.99	.00	28,081.73	50,158.27	35.89
	TOTAL GENERAL FUND	78,240.00	36.99	.00	28,081.73	50,158.27	35.89
TOTAL REPORT		78,240.00	36.99	.00	28,081.73	50,158.27	35.89

Board of County Commissioners
Agenda Request

Date of Meeting: October 21, 2025

Date Submitted: October 10, 2025

To: Honorable Chairman and Members of the Board

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

Subject: **Approval for Resolution 2025-056 and Budget Amendment 2025-88 to set up budget for unanticipated revenues and expenses to a Capital Project for Public Works in the FY24-25 budget.**

Statement of Issue:
The agenda item seeks Board approval for Resolution 2025-056 and Budget Amendment 2025-88 to set up the budget for FY24-25 Fund 313 Capital Project for Public Works Road Paving Project.

Background:
The Interim County Administrator is requesting approval of Resolution 2025-056 and Budget Amendment 2025-88 to set up the budget for FY24-25 Fund 313 Capital Project for Public Works Road Paving Project. The Revenue and Expense budget was already created but no budget was set up. There was additional revenue realized from interest of $24,101.35 and there were expenditures of $92,209.89 during FY24-25 to do improvements on the road(s). To have a balanced budget for this Fund for ending FY24-25, the expense and revenue budgets must be set up accordingly. There will be no fiscal impact due to this request.

Analysis:
None

Fiscal Impact:
$0

Options:
1. Approve Resolution 2025-056 and Budget Amendment 2025-088.
2. Do not approve.
3. Board Direction.

Interim County Administrator's Recommendation:
Options #1

Attachments:
Resolution 2025-056
Budget Amendment 2025-088

BA# 2025-88

Gadsden County BOCC Budget Amendment Form

Date: 10/10/2025
Fiscal Year: 2024-25
Department: Fund 313
Agenda Item: Set Up Road Paving budget (Fund 313)

Intra-departmental
BOCC Motion
BOCC Resolution 2025-56
BOCC Public Hearing **Yes**

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
313		361-1000	Interest -St Board of ADM		23,910.62	23,910.62
313		361-1005	Interest - Capital City		190.73	190.73
313		389-9001	Balance Fwd Cash Forward		68,108.54	68,108.54
						-
						-
#1 Subtotal				-	**92,209.89**	**92,209.89**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
313	620056	54400	Rentals & Leases		360.00	360.00
313	620056	54600	Repair & Maintenance		4,055.26	4,055.26
313	620056	55300	Road Materials & Supplies		1,744.63	1,744.63
313	620056	56300	Improv Other than Buildings		86,050.00	86,050.00
						-
						-
						-
#2 Subtotal				-	**92,209.89**	**92,209.89**

Setup Budget for Road Paving budget for FY 2024-25.

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

RESOLUTION NO. 2025 - 056

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 #2025-088 attached hereto.

Adopted this 21st day of October, 2025.

Board of County Commissioners
Gadsden County, Florida

_____
Chairperson

Attest: Nicholas Thomas, Clerk

By:_____

SELECTION CRITERIA: orgn.fund='313'
ACCOUNTING PERIOD: 13/25

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

FUND-313 CAPITAL PROJECT-PUB WORKS 1ST SUBTOTAL-360000 MISCELLANEOUS REVENUES
FUNCTION-300 CAPITAL PROJECTS FUNDS
ACTIVITY- TITLE NOT FOUND
DEPT TOTAL- TITLE NOT FOUND

ACCOUNT - - - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
3611000 INTEREST-ST BOARD OF ADM	.00	.00	.00	23,910.62	-23,910.62	.00
3611005 INTEREST-CAPITAL CITY BN	.00	.00	.00	190.73	-190.73	.00
TOTAL MISCELLANEOUS REVENUES	.00	.00	.00	24,101.35	-24,101.35	.00
TOTAL TITLE NOT FOUND	.00	.00	.00	24,101.35	-24,101.35	.00
TOTAL TITLE NOT FOUND	.00	.00	.00	24,101.35	-24,101.35	.00
TOTAL CAPITAL PROJECTS FUNDS	.00	.00	.00	24,101.35	-24,101.35	.00
TOTAL CAPITAL PROJECT-PUB WOR	.00	.00	.00	24,101.35	-24,101.35	.00
TOTAL REPORT	.00	.00	.00	24,101.35	-24,101.35	.00

SELECTION CRITERIA: orgn.fund='313'
ACCOUNTING PERIOD: 13/25

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

FUND-313 CAPITAL PROJECT-PUB WORKS
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
DEPT TOTAL-620056 ROAD PAVING
1ST SUBTOTAL-53000 OPERATING EXPENSES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
54400	RENTALS & LEASES	.00	.00	.00	360.00	-360.00	.00
54600	REPAIR & MAINTENANCE	.00	.00	.00	4,055.26	-4,055.26	.00
55300	ROAD MATERIALS & SUPPLIE	.00	.00	.00	1,744.63	-1,744.63	.00
	TOTAL OPERATING EXPENSES	.00	.00	.00	6,159.89	-6,159.89	.00
1ST SUBTOTAL-56000 CAPITAL OUTLAY							
56300	IMPROV OTHER THAN BUILDG	.00	.00	.00	86,050.00	-86,050.00	.00
	TOTAL CAPITAL OUTLAY	.00	.00	.00	86,050.00	-86,050.00	.00
	TOTAL ROAD PAVING	.00	.00	.00	92,209.89	-92,209.89	.00
	TOTAL ROAD & STREET FACILITIE	.00	.00	.00	92,209.89	-92,209.89	.00
	TOTAL TRANSPORTATION	.00	.00	.00	92,209.89	-92,209.89	.00
	TOTAL CAPITAL PROJECT-PUB WOR	.00	.00	.00	92,209.89	-92,209.89	.00
TOTAL REPORT		.00	.00	.00	92,209.89	-92,209.89	.00

Board of County Commissioners
Agenda Request

Date of Meeting: October 21, 2025

Date Submitted: October 10, 2025

To: Honorable Chairman and Members of the Board

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

Subject: Approval of Resolution 2026-002 Budget Amendment for FY25-26 Sheriff's Department

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Statement of Issue:

This agenda item seeks Board approval to add revenue that was requested and never awarded to the Sheriff's Department in the 2025-26 Budgeting process.

Background:

During the 2025-26 Budget Process, each Department was asked to meet with the Finance Department and Senior Leadership to determine an appropriate level of funding for its 2025-26 Budget. The Sheriff asked for $1.119 million increase, which included raises for law enforcement deputies, correctional officers, bailiffs, increased IT software, increased number of vehicles, and other operating expenses. Through eight different budget workshops, the amount of funding requested by the Sheriff's Department was brought to the Board and discussed. At the Tentative hearing, the Board supported adding three additional night-time law enforcement officers. After the Tentative Hearing, in an effort to reduce all departments to level funding from the prior year, the three additional law enforcement officers were added in along with some operational expense increases, but the rest of the requested increase was not added to the budget. As a result, the budget request for $1.119 million (which did not include the extra $210,000 for the three additional officers) was reduced to below the level requested. During the Final Budget Workshop, it was mentioned by the Board that the Sheriff's office was funded at their requested level. After approval of the 2025-26 budget, the County Administrator was contacted by the Sheriff to discuss the shortfall in his request. The County Administrator and team met with the Sheriff to address the immediate unmet budgeted needs of the Sheriff's Department. As a result of the meeting, and in light of recent serious law enforcement incidents that led to the Board approving additional night-time officers, and in alignment with the strategic direction of the Board and the critical safety needs of the public, it is recommended that the remaining $594,428 be added to the Sheriff's Law Enforcement budget for 2025-26 to ensure the Sheriff's Office is able to provide the appropriate level of safety required to protect Gadsden County residents.

Analysis:

This agenda item seeks Board approval of adding $594,428 to the 2025-26 Budget for the Sheriff's Department from the Fund Balance. $384,428 is proposed to be added to the main transfer to the Sheriff's Law Enforcement Budget bringing them to their requested increase level. $210,000 is proposed to be set aside in a line item specifically dedicated to the hiring and employment of three additional night-time deputies, in addition to the existing two on shift now bringing the night-time shift total to at least five officers. This line item would be paid on a reimbursement basis only after submitting invoices monthly to Finance for the wages of the three additional officers. The Clerk will pay the monthly invoices up to a total of $210,000. The Board will review the effectiveness and impact of the additional night-time officers during the next annual budget workshops in Summer 2026 to determine if the initiative will be continued into the new 2026-27 budget year.

During 2024-25 fiscal year, the City of Midway reimbursed the county for a share of its CRA funding which was unused. This funding went to the General Fund's Fund Balance and is adequate enough to cover the budget request without a negative impact to the remainder of the fund balance. This agenda item is requesting that the additional funds for the Sheriff's Department Budget come from the returned funding by the City of Midway that went into the Fund Balance.

Fiscal Impact:
The fiscal impact is $594,428.

Options:
1. Approve the Budget Request to add an additional funding transfer to the Sheriff's Law Enforcement Budget of $384,428
2. Approve the Budget Request of $210,000 to set up a specific allocation for the hiring of three additional law enforcement night-time officers.
3. Do not approve the Budget Transfer
4. Do not approve the Additional Budget Allocation
5. Board Direction

Interim County Administrator's Recommendation:
Options 1 and 2.

Attachments:
Budget Amendment
Resolution

RESOLUTION NO. 2026-002

WHEREAS, the Board of County Commissioners of Gadsden County, Florida, approved the Fiscal Year 2025-2026 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 in the Budget Amendments 2026-003 and 2026-004 attached hereto.

Adopted this ____ day of _____ 2025.

Board of County Commissioners
Gadsden County, Florida

_____
Chairperson

Attest: Nicholas Thomas, Clerk

By:_____

BA# 2026-03

Gadsden County BOCC Budget Amendment Form

Date: 10/10/2025
Fiscal Year: 2025-26
Department: Fund 115
Agenda Item: Transfer to Fine & Forfeiture

Intra-departmental
BOCC Motion
BOCC Resolution 2026-01
BOCC Public Hearing **Yes**

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
001		389-9001	BALANCE FWD CASH FORWARD		594,428.00	594,428.00
						-
						-
						-
#1 Subtotal				-	**594,428.00**	**594,428.00**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
	9001	59108	TRANSFER TO SHERIFF		594,428.00	594,428.00
						-
						-
#2 Subtotal				-	**594,428.00**	**594,428.00**

To utilize fund balance to adjust Fine & Forfeiture budget for FY 25/26.

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

BA# 2026-004

Gadsden County BOCC Budget Amendment Form

Date: 10/10/2025
Fiscal Year: 2025-26
Department: Fund 115
Agenda Item: N/A

Intra-departmental
BOCC Motion
BOCC Resolution 2026-01
BOCC Public Hearing **Yes**

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
515		389-1000	TRANSFER FROM GENERAL FUNDS	9,328,587.00	594,428.00	9,923,015.00
						-
						-
						-
#1 Subtotal				**9,328,587.00**	**594,428.00**	**9,923,015.00**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
	0115	59108	TRANSFER TO SHERIFF	9,328,587.00	594,428.00	9,923,015.00
						-
						-
#2 Subtotal				**9,328,587.00**	**594,428.00**	**9,923,015.00**

To utilize fund balance to adjust the transfer to Fine & Forfeiture budget for FY25/26.

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

SUNGARD PENTAMATION INC.
DATE: 10/13/2025
TIME: 16:56:11

GADSDEN COUNTY BOCC
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='9001'
ACCOUNTING PERIOD: 1/26

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
FUNCTION-580 OTHER USES
ACTIVITY-581 INTERFUND TRANSFER
DEPT TOTAL-9001 TRANSFERS-GEN'L FUND

1ST SUBTOTAL-59000 OTHER USES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
59101	TRANSFERS TO LIBRARY	712,354.00	.00	.00	.00	712,354.00	.00
59102	TRANSFERS FINE & FORFEIT	9,328,587.00	.00	.00	.00	9,328,587.00	.00
59104	TRANSFERS TO EMER RESCUE	1,925,921.00	.00	.00	.00	1,925,921.00	.00
59113	TRANSFER TO EMPA (150)	13,320.00	.00	.00	.00	13,320.00	.00
59114	TRANSFER TO PROPERTY APP	1,451,303.00	.00	.00	.00	1,451,303.00	.00
59117	TRANSFER TO SUPER OF ELE	1,026,252.00	.00	.00	.00	1,026,252.00	.00
59135	TRANSFER TO JUDICIAL SER	221,144.00	.00	.00	.00	221,144.00	.00
59180	TRANSFER TO FUND 213	260,395.00	.00	.00	.00	260,395.00	.00
59181	TRANSFER TO FUND 214	274,027.00	.00	.00	.00	274,027.00	.00
59184	TRANSFER TO FUND 208	31,167.00	.00	.00	.00	31,167.00	.00
	TOTAL OTHER USES	15,244,470.00	.00	.00	.00	15,244,470.00	.00
	TOTAL TRANSFERS-GEN'L FUND	15,244,470.00	.00	.00	.00	15,244,470.00	.00
	TOTAL INTERFUND TRANSFER	15,244,470.00	.00	.00	.00	15,244,470.00	.00
	TOTAL OTHER USES	15,244,470.00	.00	.00	.00	15,244,470.00	.00
	TOTAL GENERAL FUND	15,244,470.00	.00	.00	.00	15,244,470.00	.00
TOTAL REPORT		15,244,470.00	.00	.00	.00	15,244,470.00	.00

Board of County Commissioners
Agenda Request

Date of Meeting: October 21, 2025
Date Submitted: October 3, 2025
To: Honorable Chairman and Members of the Board
From: Reginald James, Interim County Administrator
Subject: Approval of Resolution 2026-001 Grant Budget Amendment for FY2026

Statement of Issue:
This agenda item seeks Board approval to add revenue budgets that were missed to the Interfund Transfer Expenditure Budget.

Background:
On September 30, 2025, the Board voted to approve a Final Budget. Prior to the adoption of the budget, Finance was asked to ensure that Emergency Management Services was funded at an increased level. This was facilitated as directed by leadership.

Analysis:
After submission of the Final Budget to the Clerk's office, the Interfund Transfer Expense Budget was found to be missing revenues from three different fund budgets. It was noted by the Clerk that the Finance Dept. needs to amend the Interfund Transfer Expense Budget to include revenue transfers of $106,448 for Mosquito Control, Fund 113; $128,869 for Big Bend Transit, Fund 148; and $41,406 for Court Services, Fund 005. Budget hearings prior to the Final Budget adoption set expectations that EMS would be funded at a higher level to accommodate a different schedule, increases in salaries of critical employees, and the remounting and repairs for ambulances. In the rush of pulling together last-minute changes for the Final Hearing, the Finance Department inadvertently left these three revenue transfers off the Interfund Transfer Expense Budget. They need to be restored to balance the individual revenue/expenditure budgets. The funding for this amendment is proposed to come from the Contingency Reserve, which was approved at $1,924,406, reducing it by $276,723. We do have an overestimation on the property appraiser that will reduce this by $5,025, bringing the total to $271,698. The move will not change the overall General Fund budget or the Final Approved Budget.

Fiscal Impact:
$271,698

Options:
1. Approve budget amendment from Reserve for Funds 113, 148, and 005.
2. Approve budget amendment from Fund Balance
   This option would require a public hearing be noticed prior to adoption.

Interim County Administrator's Recommendation:
Option 1.

Attachment(s):
Budget Amendment

RESOLUTION NO. 2026-001

WHEREAS, the Board of County Commissioners of Gadsden County, Florida, approved the Fiscal Year 2025-2026 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 in the Budget Amendment 2026-001 attached hereto.

Adopted this ____ day of _____ 2025.

Board of County Commissioners
Gadsden County, Florida

_____
Chairperson

Attest: Nicholas Thomas, Clerk

By:_____

BA# 2026-01

Gadsden County BOCC Budget Amendment Form

Date: 10/3/2025
Fiscal Year: 2025-2026
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	8001	59901	Reserve for Contingency	1,924,406.00	(271,698.00)	1,652,708.00
001	9001	59105	Transfer to Landfill - 113	-	106,448.00	106,448.00
001	9001	59106	Transfer to Big Bend Transit	-	128,869.00	128,869.00
001	9001	59140	Transfer to Court Facilities	-	41,406.00	41,406.00
001	9001	59114	Transfer to Property Appraiser	1,451,303.00	(5,025.00)	1,446,278.00
						-
#2 Subtotal				**3,375,709.00**	**-**	**3,375,709.00**

Correct Interfund TransferExpenditures that were included in the FY26 Revenue Budget.

Approved By:
Budget Director
County Manager

Posting
Finance Director
Date

SELECTION CRITERIA: expledgr.key_orgn in ('8001','9001')
ACCOUNTING PERIOD: 1/26

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-59000 OTHER USES
FUNCTION-580 OTHER USES
ACTIVITY-581 INTERFUND TRANSFER
DEPT TOTAL-9001 TRANSFERS-GEN'L FUND

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
59101	TRANSFERS TO LIBRARY	712,354.00	.00	.00	.00	712,354.00	.00
59102	TRANSFERS FINE & FORFEIT	9,328,587.00	.00	.00	.00	9,328,587.00	.00
59104	TRANSFERS TO EMER RESCUE	1,925,921.00	.00	.00	.00	1,925,921.00	.00
59113	TRANSFER TO EMPA (150)	13,320.00	.00	.00	.00	13,320.00	.00
59114	TRANSFER TO PROPERTY APP	1,451,303.00	.00	.00	.00	1,451,303.00	.00
59117	TRANSFER TO SUPER OF ELE	1,026,252.00	.00	.00	.00	1,026,252.00	.00
59135	TRANSFER TO JUDICIAL SER	221,144.00	.00	.00	.00	221,144.00	.00
59180	TRANSFER TO FUND 213	260,395.00	.00	.00	.00	260,395.00	.00
59181	TRANSFER TO FUND 214	274,027.00	.00	.00	.00	274,027.00	.00
59184	TRANSFER TO FUND 208	31,167.00	.00	.00	.00	31,167.00	.00
	TOTAL OTHER USES	15,244,470.00	.00	.00	.00	15,244,470.00	.00
	TOTAL TRANSFERS-GEN'L FUND	15,244,470.00	.00	.00	.00	15,244,470.00	.00
	TOTAL INTERFUND TRANSFER	15,244,470.00	.00	.00	.00	15,244,470.00	.00
ACTIVITY-590 OTHER NONOPERATING							
DEPT TOTAL-8001 RESERVES							
1ST SUBTOTAL-59000 OTHER USES							
59901	RESERVE FOR CONTINGENCY	1,924,406.00	.00	.00	.00	1,924,406.00	.00
	TOTAL OTHER USES	1,924,406.00	.00	.00	.00	1,924,406.00	.00
	TOTAL RESERVES	1,924,406.00	.00	.00	.00	1,924,406.00	.00
	TOTAL OTHER NONOPERATING	1,924,406.00	.00	.00	.00	1,924,406.00	.00
	TOTAL OTHER USES	17,168,876.00	.00	.00	.00	17,168,876.00	.00
	TOTAL GENERAL FUND	17,168,876.00	.00	.00	.00	17,168,876.00	.00
TOTAL REPORT		17,168,876.00	.00	.00	.00	17,168,876.00	.00

Board of County Commissioners
Agenda Request

Date of Meeting: October 21, 2025

Date Submitted: October 6, 2025

To: Honorable Chairman Eric Hinson and Members of the Board

From: Reginald James, Interim County Administrator
Tashonda Whaley, Emergency Management Director

Subject: Request Board Approval of Modification No. 2 which extends the expiration date of the Hurricane Shelter Retrofit Agreement #F0100

Statement of Issue:
This agenda item seeks Board approval and signature of Modification No. 2 to the **State Funded Hurricane Shelter Retrofit Agreement** (#F0100) for the retrofit of the Gadsden County Hospital, designated to serve as a Special Needs Evacuation Shelter. The Original agreement expired on August 31, 2025. This modification extends the agreement period to August 31, 2026. Upon full execution, the agreement will be reinstated and extended as though it had not expired. In addition, the budget and scope of work associated with the agreement are revised as outlined in Modification No. 2.

Background:
The 2022 Florida Division of Emergency Management (FDEM) Statewide Emergency Shelter Audit identifies Gadsden County as experiencing a deficit of special needs hurricane evacuation shelter space due to having fewer spaces (44) than the demand of 649 spaces. Additionally, the current Special Needs Shelter location at Gadsden County High School (building 800) does not have on-site generator backup which is required for operation of medical equipment.

In January 2022, The Florida Division of Emergency Management completed a hurricane shelter retrofit survey on a portion of the former Gadsden County Community hospital building located at 23186 Blue Star Hwy, Quincy Florida. As a result, FDEM offered hurricane shelter retrofit (SR) grant funding for the Gadsden County Hospital location. The Least Risk Decision Making Report (LRDM) identifies the building as requiring retrofit to meet the Florida Division of Emergency Management's minimum hurricane shelter survey criteria to serve as the Gadsden County's Special Needs Shelter.

On July 5, 2022, the County submitted the Contract Development Request accepting FDEM's offer of $460,000.00 to conduct the retrofit project and increase the County's Special Needs Evacuation Shelter spaces. On December 20, 2022, the Board accepted the Hurricane Shelter Retrofit Contract #F0100 in the amount of $483,000.00.

In August 2024, electrical drawings and retrofit design documents provided by AE Engineering, Inc. were submitted to the Florida Division of Emergency Management (FDEM) for review. Upon review FDEM's Infrastructure team noticed Area 4/Wing 3 designated for retrofit was not included in the drawings. AE Engineering, Inc. revised the documents and they were

resubmitted. The bid packet for construction of this project is being drafted awaiting FDEM's final review.

As of October 2025, the tentative schedule of events for this project is as follows:

Event	Date
Advertisement Date	October 9, 2025
Release Date	October 9, 2025
Mandatory Pre-Bid Conference Location:	October 16, 2025 11:00 AM
Questions Due from Prospective Bidders	October 21, 2025
Responses to Questions Due	October 27, 2015
BIDS DUE	**NOVEMBER 10, 2025 10:00 am**
BID OPENING	**NOVEMBER 10, 2025, 10:15 AM**
Oral Presentations/Interviews	Not Applicable
Board Approval of Intended Award	November 18, 2025
Posting of Intended Award	November 19, 2025
Board Approval of Award	November 18, 2025
Posting of Award	November 24, 2025

Analysis:
The period of performance for this grant shall end on August 31, 2026 unless an extension is authorized by the Division through modification of the funding agreement. The funds of this agreement shall be used to retrofit the designated building to include: Retrofitting/hardening of areas of the Gadsden County Hospital:

- Wind impact protection for all windows, review doors louvers, and storefront glass for impact resistance and replacement where needed.
- Install and protect automatic transfer switch for generator, including inside service to support host special needs.
- Security fencing, pads, and tie-downs as required

Fiscal Impact:
This modification poses no fiscal impact.

Options:
1. Approve and sign Modification No. 2 Agreement for Hurricane Shelter Retrofit Contract #F0100
2. Do not approve Modification No. 2
3. Board direction.

Recommendation:
Option 1.

Attachments:

1. Modification No. 2 Agreement

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
NON DISASTER

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Gadsden County Board of County Commisioners
PROJECT #:	DEM-SR00037
PROJECT TITLE:	Gadsden County Community Hospital - Shelter Retrofit
CONTRACT #:	F0100
MODIFICATION #:	Two

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)
Tashonda Whaley Interim Emergency Management Director 339 E. Jefferson St., Quincy, Florida 32351

Enclosed is your copy of the proposed contract/modification between **Gadsden County Board of County Commisioners** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4515 or email me at Jillian.Holzman@em.myflorida.com.

Contract Number:
F0100

Project Number:

DEM-SR00037

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Gadsden County Board of County Commissioners ("the Recipient") to modify Contract Number F0100 dated January 11, 2023 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hurricane Loss Mitigation Program of $483,000.00, in State Funds; and

WHEREAS, the Division and the Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on August 31, 2025; and

WHEREAS, the Division and the Recipient intend to reinstate and extend the terms of the Agreement.

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

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 7 of the Agreement is hereby amended to read as follows:

   (7) PERIOD OF AGREEMENT

   This Agreement shall begin January 11, 2023, and shall end August 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

7. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A

Budget and Scope of Work

Second Revision

STATEMENT OF PURPOSE:

The Recipient, Gadsden County, Florida., agrees to administer and complete the project per scope of work approved by the Florida Division of Emergency Management. The Recipient shall complete the work in accordance with all applicable State and Local Laws, Regulations and Codes.

Agreement funds shall be used to retrofit designated buildings with exterior envelope fenestration or opening protection, to include windows, doors, openings, louvers or other assemblies that penetrate through exterior walls and roofs. Also, if needed, funds may be used for structural review(s) by a Florida Licensed Structural Engineer to certify roof and load path systems meet or exceed wind load requirements of American Society of Civil Engineers' *Minimum Design Loads for Buildings and Other Structures* standard 7 (ASCE 7), Risk Category IV_T and Exposure C.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations will be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials will be certified to meet wind and large missile impact standards. The local municipal or county building department will inspect and certify installation according to the manufacturer's specification.

PROJECT OVERVIEW:

The identified building(s) have been designated by the county emergency management agency as public hurricane evacuation shelter. Therefore, the Recipient agrees that during a declared state or local emergency the building(s) must be made available for use as public hurricane evacuation shelters upon request by the local emergency management agency.

The Recipient agrees to maintain the structure(s) assemblies, equipment, systems and products that are constructed, modified or installed with grant funds in good repair and functional condition for the life of the work, but not less than 15 years from the date of issue of the building official's certificate of completion or other written acceptance of completed work

Project Locations:

Campus	Building and Type	Project	Doc	Cost	Additional Spaces (60sqft / space)
Gadsden County Community Hospital: 23186 Blue Star Hwy, Quincy, FL 32351	Areas A (Year Built:1983)	Wind impact protection for all interior doors between Area A and wings (areas B-2, B-3 and B-4).	LRDM	$36,000.00	70 spaces / 4,252 sqft
Gadsden County Community Hospital: 23186 Blue Star Hwy, Quincy, FL 32351	Area B-2 (Year Built:1983)	Wind impact protection for all windows -review doors, louvers, and storefront glass for impact resistance and replace where needed.	LRDM	$88,000.00	58 spaces / 3,480 sqft
Gadsden County Community Hospital:	Area B-3 (Year Built:1983)	Wind impact protection for all windows -review	LRDM	$88,000.00	58 spaces / 3,480 sqft

23186 Blue Star Hwy, Quincy, FL 32351		doors, louvers, and storefront glass for impact resistance and replace where needed.			
Gadsden County Community Hospital: 23186 Blue Star Hwy, Quincy, FL 32351	Area B-4 (Year Built:1983)	Wind impact protection for all windows -review doors, louvers, and storefront glass for impact resistance and replace where needed.	LRDM	$88,000.00	58 spaces / 3,480 sqft
Gadsden County Community Hospital: 23186 Blue Star Hwy, Quincy, FL 32351	Areas A, B-2, B-3 and B-4 (Year Built:1983)	Install and protect ATS for generator, including inside service to support host special needs. Security fencing, pads, and tie-downs are required.	LRDM	$160,000.00	No new spaces – create host special needs
			Administrative Costs	**$23,000.00**	
Project Totals				**$483,000.00**	**244**

Cost Per Special Needs Space: **$1,229.51**

Cost Effective: **Yes**

[1] – Outside Covered Areas can be used as protected unconditioned space for shelter supplies.

The period of performance for this grant shall end on **August 31, 2026** unless an extension is authorized by the Division through modification of the funding Agreement.

TASKS & DELIVERABLES:

A.) Tasks:

1) Recipient shall prepare and submit an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement to be requested for each activity.

2) If applicable, the Recipient shall provide one (1) set of near bid-ready (90 percent) or pre-construction design/permit documents (drawings and specifications manual) for review and comment by the Division. As applicable to the project, the design/permit documents shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings and shall be certified by the applicable registered or licensed design professional(s) of record.

3) The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Scope of Work as approved by the Division. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Recipient and subsequently approved as consistent with the scope-of-work by the Division.

The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient.

The Recipient shall provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

4) The Recipient shall monitor and manage the procurement and installation of all fenestration or opening protection products in accordance with the scope of work. The Recipient shall ensure that all applicable State and Local Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from windblown debris resulting from high wind storms which shall allow the function of the structures to continue following a severe wind incident.

   The Recipient shall fully perform the approved project, as described in the scope of work, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Recipient shall not deviate from the approved project terms and conditions.

5) Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Recipient prior to Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a.) Copy of permit(s), notice of commencement.
   b.) Local Building Official Inspection Report and Final Approval.

   c.) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

   d.) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

   e.) Proof of compliance with Project Conditions and Requirements contained herein.

   f.) During the course of this agreement the Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs related

to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. The Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Eligible reimbursable costs include, but not limited to: architectural and engineering services and fees; construction management services and fees; permit and inspection fees; necessary demolition and restoration; construction services (e.g., material, labor and equipment), purchase and installation of building envelope protective systems and products, retrofit/modification of existing assemblies; and management and administration of the grant (limited to no more than five percent).

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly Reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a.) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b.) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c.) Clear identification of amount of costs being requested for reimbursement.

The Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

2.) <u>Deliverables:</u>

At a minimum, all envelope protection systems and products purchased and installed as part or in whole of this grant shall meet the wind load requirements of ASCE 7, Risk Category IV and Exposure Category "C" (unsheltered exposure). Also, all envelope protection systems or products purchased and installed with this grant shall have been tested and passed the large missile impact

test procedures of ASTM E 1886 and ASTM E 1996 (Level D or higher), or Florida Building Code (High Velocity Hurricane Zone/Miami-Dade) Testing Protocols TAS 201, TAS 202 and TAS 203. The Division highly recommends that envelope protection systems and products meet the more severe large missile impact standard of the hurricane provisions of International Code Council's storm shelter standard ICC 500.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

A) Engineering:

1) The Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and large missile impact standards of the current local codes, but not less than that required by Section 2, Deliverables.
5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
6) Upon completion of scope-of-work, at a minimum, the building(s) and essential ancillary structures and equipment shall meet the hurricane hazard safety criteria established in the American Red Cross (ARC) *Hurricane Evacuation Shelter Standards* (HESS); formerly referred to as *Standards for Hurricane Evacuation Shelter Selection* (ARC 4496). The Division may request documentation to confirm the retrofitted building(s) meets (or will meet) ARC HESS. Recipient agrees to provide requested documentation. Failure to supply required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.
7) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before final payment will be made.
8) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.
9) It is understood and agreed by the Division and the Recipient that the building may have vulnerabilities due to age, design and location which may result in damage to the building from wind events even after the completion of the mitigation measures funded under this Agreement. It is further understood and agreed by the Division and the Recipient that the level of high wind protection provided by the mitigation action, although meeting State codes and standards and enhancing the structural integrity of the building, does not ensure the safety or survival of building occupants

B) Environmental:

1) The Recipient shall follow all applicable state and local laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate state and local environmental permits and clearances may jeopardize federal funding.

2) If any ground disturbance activities occur during construction, the Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division.

3) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

C) Programmatic:

1) A change in the scope of work *must* be approved by the Division in advance regardless of the budget implications.

2) The Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) Project is approved with the condition that the enclosed list of deliverables shall be submitted 30 days prior to the Period of Performance date, for review and approval by the Division.

4) Any extension of the Period of Performance shall be submitted 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date and a new schedule of work to the Division.

5) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

D) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State/Local Contracting Process:	1	Months
Permitting:	3	Months
Bidding and Contracting:	3	Months
Construction / Installation:	20	Months
State/Local Inspections:	2	Months
Closeout:	1	Month
Total Period of Performance:	**30**	**Months**

BUDGET

Line Item Budget*

Construction:	$460,000.00
Administration:	$23,000.00
Total Project Cost:	**$483,000.00**

**Administrative Budget may be used towards the direct Construction Budget, if necessary.*

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- 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 included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to

complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

Board of County Commissioners
Agenda Request

Date of Meeting: October 21, 2025

Date Submitted: **October 7, 2025**

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Trudei Porter, Finance Director

Subject: Approval of Resolution 2025-053 Grant Budget Amendment for FY2025

Statement of Issue:

This agenda item is presented to the Board for approval of Resolution 2025-053 and authorization for the County Administrator and Finance Director to complete and execute all budget amendments necessary to maintain a balanced budget for Fiscal Year 2025 BOCC budget.

Background:

Florida Statute 129.01 (2) (b) requires that the County's budget be balanced. Additionally, Florida 129.06 (2) permits the board to amend the current fiscal year's budget. (2)(d) allows the budget to be amended due to receipt of a nature from a source not anticipated in the budget and received for a particular purpose, including but not limited to grants, donations, gift, or reimbursement for damages, may, by resolution spread on its minutes, be appropriated and expended for that purpose. The resolution may amend the budget to transfer funds to properly account for unanticipated revenue

Analysis:

The attached budget amendments are to setup grant budgets for various funds and projects or to adjust budgets due to a change in the grant.

The attached budget amendments listed under Administrative were not required to be advertised as they relate to internal fund transfers, donations or grants.

Fiscal Impact:

No Fiscal Impact

Options:

1. Approve Resolution 2025-053, 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.

County Administrator's Recommendation:

Option 1

Attachments:

Resolution 2025-053
Narrative
Budget Amendment

RESOLUTION NO. 2025 – 053

WHEREAS, the Board of County Commissioners of Gadsden County, Florida, approved the Fiscal Year 2024-2025 Budget and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Gadsden County, Florida, hereby amends the budget as reflected on the Budget Amendments attached hereto.

Adopted this _____

Board of County Commissioners
Gadsden County, Florida

_____
Chairman

Attest: Nicholas Thomas, Clerk

By:_____

Amendment Narrative

Budget Amendment #25-084 – Fund 109 – FDLE SALARY ASSIST GRANT - Setup budget for grant $783,826.00.

FDLE SALARY ASSIST GRANT **BA# 25-084**

Gadsden County BOCC Budget Amendment Form

Date: 9/29/2025
Fiscal Year: 2024-25
Department: 1090
Agenda Item: Setup New Grant

Intra-departmental
BOCC Motion
BOCC Resolution
BOCC Public Hearing

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
109		334-2000	FDLE SALARY ASSIST GRANT	-	783,826.00	783,826.00

#1 Subtotal	**-**	**783,826.00**	**783,826.00**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
	1090	59108	TRANSFER TO SHERIFF	-	783,826.00	783,826.00

#2 Subtotal	**-**	**783,826.00**	**783,826.00**

#3 Balancing (Subtotal Line #1 Less Subtotal Line 2) -

Notes

SETUP NEW GRANT (JUL'25-JUN'26)

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

Agreement for State Financial Assistance Between Florida Department of Law Enforcement and Gadsden County Board of County Commissioners

AWARD AGREEMENT

Award Number:	LG008
Project Title:	Law Enforcement Salary Assistance for Fiscally Constrained Counties
Project Period:	07/01/2025 – 06/30/2026
Awarded Funds:	$783,826
FLAIR Vendor ID:	596000616
CSFA Catalog Number:	71.067

THIS AWARD AGREEMENT is entered into by and between the Florida Department of Law Enforcement ("FDLE" or "Department") and Gadsden County Board of County Commissioners ("Recipient") on behalf of Gadsden County Sheriff's Office ("Recipient's Sheriff"). The Department and the Recipient and/or Recipient's Sheriff are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, the Department has available funds resulting from a single, non-recurring appropriation in The General Appropriations Act, 2025 Legislature, Section 4, Specific Appropriation 1177, Grants and Aids-Special Projects, intended to provide funding to the Recipient for salary increases for deputy sheriffs and correctional officers employed by the Recipient's Sheriff; and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein, and, through the Recipient's Sheriff, does offer to perform such services.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

The 2025-2026 General Appropriations Act (GAA) contains the following proviso language and provides information on the legislative intent for the use of these funds:

> "From the funds in Specific Appropriation 1177, $25,906,784 in recurring funds from the General Revenue Fund is provided for salary increases for deputy sheriffs and correctional officers employed by sheriff's office or boards of county commissioners in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes."

The Recipient has been allocated $783,826 in funding for this purpose for fiscal year 2025-2026.

This award is subject to the terms and conditions outlined in the following sections of the Agreement.

Section I:	Scope of Work
Section II:	Reconciliation of Funds
Section III:	Reporting Requirements
Section IV:	Payments
Section V:	Deliverables
Section VI:	Administration
Section VII:	Award Signatures
Section VIII:	Audit Requirements for Awards of State and Federal Financial Assistance
Section IX:	Standard Terms and Conditions

Board of County Commissioners
Agenda Request

Date of Meeting: November 4, 2025

Date Submitted: October 20, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator
Andre Walker, Fire Chief

Subject: Approval of a renewal of the 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 a renewal agreement with the Town of Havana for the Interlocal Fire and Rescue Agreement between the Town of Havana, Florida and Gadsden County Florida.

Background:

The Town of Havana, Florida, just ended a one-year (1) Fire and Rescue Interlocal Agreement with Gadsden County, Florida to provide Fire and Rescue Services within the scope of training and with due diligence in the unincorporated areas of Gadsden County. The Agreement expired on September 30, 2025. Under the expired 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 was adjusted to $55,000 in the expired contract.

The Town of Havana, Florida contract is also a one-year contract, which is not aligned to the other Volunteer Fire Departments in the County which each have a three-year (3) contract. This request is multi-faceted. The first request is to allow the Town of Havana to continue to deviate from the other Volunteer Fire Departments and decline the separate stipend funding but instead placing that stipend funding into their base funding. The second request is to bring the contract into alignment with the other Volunteer Fire Departments and make this contract renewal a two-year contract with the expiration date of September 30, 2027. The third request is to provide the Town of Havana, Florida with a 5% increase for services in F2026 and another 5% increase for services in FY2027. This will bring them into alignment with another agenda item requesting that all the Volunteer Fire Departments be given a 5% increase for F2026 and F2027, with any future increases to be contingent on funding and to be settled in negotiation with the various fire departments.

Analysis:

These three requests for the revisions of the renewal contract would bring the Town of Havana into alignment with the other ten (10) Volunteer Fire Departments and would ensure consistent timing

and funding levels for all Fire and Rescue Interlocal Agreements. The funding for this renewal is already budgeted in the Fire Control Department's budget for F2026. The extra funding would come from a reserve within that budget. There will be no overall impact on the General Fund or the Fund Balance by approving this request.

Fiscal Impact:

$57,750 (to come out of the approved F2026 Fire Control budget) for F2026

$60,375 (to be budgeted during F2027 budget workshops) for F2027

Options:

1. Approve the multi-faceted request to allow the Town of Havana the same arrangement as in the expired contract for base funding; increase the term of the contract from one-year to two-years to bring the renewal into alignment with the other ten VFDs; and to increase the base funding by 5% for FY2026 and FY2027.
2. Do not approve.
3. Board direction.

Interim County Administrator Recommendation

1. Option

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 21st day of October 2025 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 the service areas of Havana Volunteer Fire Department and Concord Volunteer Fire Department. Notwithstanding the foregoing, the Town of Havana shall be designated as the primary agency for all calls for service within five road miles of the Havana Fire Station, located at 128 7th Avenue East, Havana Florida.

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. Subject to funding, as set forth below, the County shall pay the Town a total of Fifty Seven Thousand Seven Hundred Fifty Dollars ($57,750) in four equal quarterly payments for the quarters of October through December, January through March, April through June, and July through September, in the first year of this Agreement, upon submission of a request for payment by the Town. Any and all payments made by the County to the Town for the provision of fire and rescue services shall be used solely for expenses of the Town's Fire Department, and an accurate accounting of all funds is required. The Town of Havana shall not be entitled to any additional stipend payments beyond the amount included in the annual allocation. The annual amount shall increase by 5% for year two of the contract. Future increases will be dependent on available funding and will be determined during later negotiations.

13. 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.

14. 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.

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

16. Effective Date. This Agreement shall be effective upon filing in the office of the Clerk of Court of Gadsden County and as of October 01, 2025.

17. 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.

18. Expiration. This Agreement shall expire on September 30, 2027, unless terminated earlier as set forth herein or extended by written agreement of the parties.

19. 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.

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

21. 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.

22. 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.

23. No Assignment. This Agreement is not assignable.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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. For any Departments that wish to train together, the County will provide monthly training. The County will publish and provide to all Fire Chiefs an annual training calendar listing each month's training topic and location.

[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

Approved as to Form

County Attorney

TOWN OF HAVANA, FLORIDA

Mayor, Town of Havana Commissioners

ATTEST:

Town Clerk

GADSDEN COUNTY, FLORIDA

Chairperson, Gadsden County Board of County Commissioners

ATTEST:

Clerk of Court

Board of County Commissioners
Agenda Request

Date of Meeting: October 21, 2025

Date Submitted: October 6, 2025

To: Honorable Chairperson and Members of the Board

From: Reginald James, Interim County Administrator
T.J. Lewis, Director, Economic Development

Subject: Board Direction for approval of a partnership Gadsden County Chamber of Commerce Agreement for FY2025

Statement of Issue:

This agenda item seeks Board direction for an economic development partnership between the Gadsden County Chamber of Commerce and the Gadsden County Board of County Commissioners.

Background:

The Board recently approved a partnership agreement with the Gadsden County Economic Development Council. This agreement would extend a similar agreement to the Gadsden County Chamber of Commerce to enhance the entire global county economic development initiative to bring more business and industry to Gadsden County.

Analysis:

This agenda item seeks Board direction on an allocation to the Gadsden County Chamber of Commerce (Chamber). The Chamber seeks funding to continue past partnerships with the BOCC to enhance economic development for the entire county. The Board expressed interest in providing the Chamber with some level of funding to support continued efforts to find funding and other economic opportunities for the County.

It is expected that the funding would require that the Chamber will work collaboratively with the Director of Economic Development at the BOCC immediately upon approval of this item and continue throughout the 2025-26 fiscal year to identify and advance a menu of economic development opportunities. A partnership with this group will bring the BOCC various perspectives from throughout the County about a wide array of economic opportunities that include local community support for ongoing and future County-led initiatives. By integrating community insights and forward-thinking strategies, the

partnership will help position Gadsden County as a more competitive and prosperous region in Florida.

Fiscal Impact:

A one-time, non-recurring allocation of $50,000.00

Options:

1. Authorize the Interim County Administrator and Finance Director to complete and execute necessary budget amendment documents after the Board determines where they would like the funding to come from if they approve the allocation.

2. Do not approve.

3. Board direction.

County Administrator's Recommendation:

Option 1.

Attachments:

1. Proposed Agreement

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT, effective as of the 1st day of October, 2025 (the 'Effective Date'), by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida (the 'County') and the GADSDEN COUNTY CHAMBER OF COMMERCE., 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 October 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 CHAMBER OF COMMERCE, 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 Chamber of Commerce 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 Chamber of Commerce will coordinate with the Gadsden County Department of Economic Development ("Department") to:

1. Identify major community and economic development programs, projects, and initiatives, monitor their progress, and assist in monitoring, tracking, and advancing their achievement.

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 GADSDEN COUNTY CHAMBER OF COMMERCE's activities including area businesses supported and the GADSDEN COUNTY CHAMBER OF COMMERCE'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 GADSDEN COUNTY CHAMBER OF COMMERCE-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: October 21, 2025

Date Submitted: October 10, 2025

To: Honorable Chairman and Members of the Board

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

Subject: Approval of Resolution 2026-001 Grant Budget Amendment for FY25-26 Sheriff's Department

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Statement of Issue:

This agenda item seeks Board approval to add revenue that was requested and never awarded to the Sheriff's Department in the 2025-26 Budgeting process.

Background:

During the 2025-26 Budget Process, each Department was asked to meet with the Finance Department and Senior Leadership to determine an appropriate level of funding for its 2025-26 Budget. The Sheriff asked for $1.119 million increase, which included raises for law enforcement deputies, correctional officers, bailiffs, increased IT software, increased number of vehicles, and other operating expenses. Through eight different budget workshops, the amount of funding requested by the Sheriff's Department was brought to the Board and discussed. At the Tentative hearing, the Board supported adding three additional night-time law enforcement officers. After the Tentative Hearing, in an effort to reduce all departments to level funding from the prior year, the three additional law enforcement officers were added in along with some operational expense increases, but the rest of the requested increase was not added to the budget. As a result, the budget request for $1.119 million (which did not include the extra $210,000 for the three additional officers) was reduced to below the level requested. During the Final Budget Workshop, it was mentioned by the Board that the Sheriff's office was funded at their requested level. After approval of the 2025-26 budget, the County Administrator was contacted by the Sheriff to discuss the shortfall in his request. The County Administrator and team met with the Sheriff to address the immediate unmet budgeted needs of the Sheriff's Department. As a result of the meeting, and in light of recent serious law enforcement incidents that led to the Board approving additional night-time officers, and in alignment with the strategic direction of the Board and the critical safety needs of the public, it is recommended that the remaining $594,428 be added to the Sheriff's Law Enforcement budget for 2025-26 to ensure the Sheriff's Office is able to provide the appropriate level of safety required to protect Gadsden County residents.

Analysis:

This agenda item seeks Board approval of adding $594,428 to the 2025-26 Budget for the Sheriff's Department from the Fund Balance. $384,428 is proposed to be added to the main transfer to the Sheriff's Law Enforcement Budget bringing them to their requested increase level. $210,000 is proposed to be set aside in a line item specifically dedicated to the hiring and employment of three additional night-time deputies, in addition to the existing two on shift now bringing the night-time shift total to at least five officers. This line item would be paid on a reimbursement basis only after submitting invoices monthly to Finance for the wages of the three additional officers. The Clerk will pay the monthly invoices up to a total of $210,000. The Board will review the effectiveness and impact of the additional night-time officers during the next annual budget workshops in Summer 2026 to determine if the initiative will be continued into the new 2026-27 budget year.

During 2024-25 fiscal year, the City of Midway reimbursed the county for a share of its CRA funding which was unused. This funding went to the General Fund's Fund Balance and is adequate enough to cover the budget request without a negative impact to the remainder of the fund balance. This agenda item is requesting that the additional funds for the Sheriff's Department Budget come from the returned funding by the City of Midway that went into the Fund Balance.

Fiscal Impact:
The fiscal impact is $594,428.

Options:
1. Approve the Budget Request to add an additional funding transfer to the Sheriff's Law Enforcement Budget of $384,4928
2. Approve the Budget Request of $210,000 to set up a specific allocation for the hiring of three additional law enforcement night-time officers.
3. Do not approve the Budget Transfer
4. Do not approve the Additional Budget Allocation
5. Board Direction

Interim County Administrator's Recommendation:
Options 1 and 2.

Attachments:
Budget amendment resolution

BA# 2026-03

Gadsden County BOCC Budget Amendment Form

Date: 10/10/2025
Fiscal Year: 2025-26
Department: Fund 115
Agenda Item: Transfer to Fine & Forfeiture

Intra-departmental
BOCC Motion
BOCC Resolution 2026-01
BOCC Public Hearing **Yes**

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
001		389-9001	BALANCE FWD CASH FORWARD		594,428.00	594,428.00
						-
						-
						-
#1 Subtotal				-	**594,428.00**	**594,428.00**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
	9001	59108	TRANSFER TO SHERIFF		594,428.00	594,428.00
						-
						-
#2 Subtotal				-	**594,428.00**	**594,428.00**

To utilize fund balance to adjust Fine & Forfeiture budget for FY 25/26.

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

BA# 2026-004

Gadsden County BOCC Budget Amendment Form

Date: 10/10/2025
Fiscal Year: 2025-26
Department: Fund 115
Agenda Item: N/A

Intra-departmental
BOCC Motion
BOCC Resolution 2026-01
BOCC Public Hearing **Yes**

Revenue

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
515		389-1000	TRANSFER FROM GENERAL FUNDS		594,428.00	594,428.00
						-
						-
						-
#1 Subtotal				-	**594,428.00**	**594,428.00**

Expenditure

Fund	Dept.	Account	Account Description	Beginning Bud.	+/- $	Ending Bud.
	0115	59108	TRANSFER TO SHERIFF	9,328,587.00	594,428.00	9,923,015.00
						-
						-
#2 Subtotal				**9,328,587.00**	**594,428.00**	**9,923,015.00**

To utilize fund balance to adjust the transfer to Fine & Forfeiture budget for FY25/26.

Approved By:
Budget Director _____
County Manager _____

Posting
Finance Director _____
Date _____

SUNGARD PENTAMATION INC.
DATE: 10/13/2025
TIME: 16:56:11

GADSDEN COUNTY BOCC
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='9001'
ACCOUNTING PERIOD: 1/26

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
FUNCTION-580 OTHER USES
ACTIVITY-581 INTERFUND TRANSFER
DEPT TOTAL-9001 TRANSFERS-GEN'L FUND
1ST SUBTOTAL-59000 OTHER USES

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
59101	TRANSFERS TO LIBRARY	712,354.00	.00	.00	.00	712,354.00	.00
59102	TRANSFERS FINE & FORFEIT	9,328,587.00	.00	.00	.00	9,328,587.00	.00
59104	TRANSFERS TO EMER RESCUE	1,925,921.00	.00	.00	.00	1,925,921.00	.00
59113	TRANSFER TO EMPA (150)	13,320.00	.00	.00	.00	13,320.00	.00
59114	TRANSFER TO PROPERTY APP	1,451,303.00	.00	.00	.00	1,451,303.00	.00
59117	TRANSFER TO SUPER OF ELE	1,026,252.00	.00	.00	.00	1,026,252.00	.00
59135	TRANSFER TO JUDICIAL SER	221,144.00	.00	.00	.00	221,144.00	.00
59180	TRANSFER TO FUND 213	260,395.00	.00	.00	.00	260,395.00	.00
59181	TRANSFER TO FUND 214	274,027.00	.00	.00	.00	274,027.00	.00
59184	TRANSFER TO FUND 208	31,167.00	.00	.00	.00	31,167.00	.00
	TOTAL OTHER USES	15,244,470.00	.00	.00	.00	15,244,470.00	.00
	TOTAL TRANSFERS-GEN'L FUND	15,244,470.00	.00	.00	.00	15,244,470.00	.00
	TOTAL INTERFUND TRANSFER	15,244,470.00	.00	.00	.00	15,244,470.00	.00
	TOTAL OTHER USES	15,244,470.00	.00	.00	.00	15,244,470.00	.00
	TOTAL GENERAL FUND	15,244,470.00	.00	.00	.00	15,244,470.00	.00
TOTAL REPORT		15,244,470.00	.00	.00	.00	15,244,470.00	.00

Board of County Commissioners
Agenda Request

Date of Meeting: October 21, 2025

Date Submitted: October 13, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, Interim County Administrator

Subject: Approval of Renewal of Contract for Federal Lobbyist Services

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Statement of Issue:

This agenda item seeks Board approval of the renewal of the Contract for Federal Lobbying Services with Ballard Partners, Inc..

Background:

At the November 1, 2022, BOCC Meeting, the Board approved to award RFP No. 22-03 Federal Lobbyist Services to Ballard Partners, Inc. for a one-year term starting November 14, 2022- November 14, 2024, with options for three additional one-year renewals with the mutual agreement of both parties.

Analysis:

The Federal Lobbyist Contract Year 1 renewal will expire on November 14, 2025. The contract is eligible for additional one-year renewals until November 14, on November 14, 2027, by mutual agreement of both parties. The County's Federal Lobbyist will work with the Board of County Commissioners, the Interim County Administrator and/or designee to identify and represent legislative funding priorities for the County. As directed, the Federal Lobbyist will serve as a consistent and effective point of contact between the County and Federal officials and legislators.

Fiscal Impact:

The Firm shall receive from the Client $7500.00 a month for the Firm's services under the agreement as well as reasonable out-of-pocket costs associated with the representation, excluding costs typically associated with the operation of an office.

Options:

1. Approve the Renewal of the Contract for Services with Ballard Partners, Inc. for Lobbying services and authorize the Chairman to sign.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachments:

1. Original Contract for Services.
2. Renewal Agreement

CONTRACT FOR SERVICES

This contract is entered into between Gadsden County, FL Board of County Commissioners ("the Client"), Edward Butler Building 5-B East Jefferson Street Room 204, Quincy, Florida 32351, and Ballard Partners, Inc. ("the Firm"), 601 13th Street NW, Suite 250S, Washington, D.C. 20005.

Recitals

Whereas the Client wishes to retain the services of the Firm in order that the Firm may provide strategic consulting and advocacy services to the Client in connection with its business with the United States government; and

Whereas the Firm wishes to provide such representation as the Client may from time to time require; and

Whereas the parties have agreed to the terms under which the Firm will represent the Client and wish to memorialize their agreement in writing.

Now, therefore, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Term of Agreement. This agreement shall become effective on November 15, 2022, and shall remain effective until November 14, 2024, for an initial term of two (2) years, with options for three (3) additional one-year renewals with the mutual agreement of both parties.

2. Duties of The Firm. It shall be the Firm' s duty to consult with the Client and advocate on its behalf those issues the Client deems necessary and appropriate before the Federal government. It shall further be the Firm' s duty to inform the Client of developments in legislation and policy relevant to the Client' s operations. The Finn shall also advocate, on an as needed basis, the interest of the Client before the Florida Legislature and the executive agencies of the Florida government.

3. Duties of The Client. It shall be the Client's duty to provide the Firm the information necessary to best represent the Client. It shall also be the Client 's duty to timely compensate the Firm for its services.

4. Compensation. The Firm shall receive from the Client $7,500 a month for the Firm' s services under this agreement, plus the reasonable out-of-pocket costs associated with the representation , including but not limited to, necessary registration fees; and travel expenses such as hotel, air fare, car services and meals, excluding costs typically associated with the operation of an office such as overhead, staff, and

equipment. The fee shall be paid in monthly installments of $7,500 a month, beginning November 15, 2022, and continuing to be due within thirty (30) days of receipt of an invoice from the Firm until the termination of the agreement. The Firm will bill its costs monthly.

GADSDEN COUNTY, FL BOARD OF COUNTY COMMISSIONERS

By: Kristin Nesmith
Title: Chairman
Date: December 6, 2022

BALLARD PARTNERS, INC.

By: Brian D. Ballard
Title: President
Date: 11/7/2022

Attest: Marcella Blocker, Deputy
Nicholas Thomas, Clerk

Scope of work:

On behalf of Gadsden County, Ballard Partners will:

- Identify federal grant opportunities on an ongoing basis.
- Secure letters of support or other recommendations to enhance Gadsden County's efforts in the competitive proposal process.
- Ballard Partners will identify federal grant and earmark opportunities for the County, as well as advocate on the County's behalf by speaking with federal agency representatives and provide assistance with navigating the federal grant and/or the earmark process.
- Set up federal agency and congressional meetings for designated county staff.
- Ballard Partners will engage regularly with the legislative and federal agency policy teams of the National Association of Counties, and other relevant associations, to look for opportunities to advance Gadsden County's federal priorities. We will also work with these organizations, as well as use our own contacts, to keep the County apprised of policies which may positively or negatively affect the County.
- We will, of course, provide quarterly written reports on the status of legislation and federal agency policy issues of concern to designated County staff in memo format. This report will also include Ballard Partner's detailed actions on behalf of the County federally.
- Ballard Partners will establish regular check-in calls with the designated County staff to ensure that our actions are in alignment with the County's wishes.
- Ballard Partners will provide the County Commission Chair, County Administrator, County Commissioners and designated staff with logistical support on any visits to Washington, D.C. to include coordinating and scheduling strategic appointments; and 2) providing in-town transportation to and from sessions, agency, legislative and lobbying meetings.
- Ballard Partners will, upon reasonable notice, be available to meet with the County Commission Chair, County Administrator, County Commissioners and designated staff to discuss pertinent issues and opportunities. As well, as assist with the development of a federal legislative agenda.

LEGISLATIVE LOBBYING SERVICES RENEWAL AGREEMENT

This Renewal Agreement ("Agreement") is made and entered into this 21st day of October 2025, by and between the **Gadsden County Board of County Commissioners** (hereinafter referred to as the "County"), and **Ballard Partners, Inc.**, (hereinafter referred to as the "Firm"), 201 East Park Avene, 5th Floor, Tallahassee, FL 32301.

WHEREAS:

1. The County and Firm entered into an agreement for legislative lobbying services dated November 15, 2022 ("Original Agreement"); and
2. The County desires to renew said Agreement for an additional one-year term under the same terms and conditions, with such modifications as are set forth herein; and
3. The Firm agrees to continue providing legislative lobbying services to the County under the terms of this renewal.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Renewal Term

The term of this Agreement shall commence on **November 15, 2025**, and shall continue through **November 14, 2026**, unless terminated earlier in accordance with the provisions of the Original Agreement.

2. Scope of Services

The Firm shall continue to provide **legislative lobbying and advocacy services** as outlined in the Original Agreement, including:

- Representing the County's interests before the **Federal Legislature**, state agencies, and executive offices;
- Monitoring and reporting on proposed legislation affecting the County;
- Advising County officials on legislative strategy and engagement; and
- Assisting in securing federal funding and policy support for County initiatives.

3. Compensation

The County shall pay the Firm **monthly installments of $7,500**, consistent with the payment schedule established in the Original Agreement.

4. All Other Terms Unchanged

Except as specifically modified herein, **all terms, conditions, and provisions** of the Original Agreement shall remain in full force and effect.

5. Notices

All notices required under this Agreement shall be sent to the following:

For the County:
Gadsden County Board of County Commissioners
9 E Jefferson St.
Quincy, FL 32351
rjames@gadsdencountyfl.gov
850-875-8651

For the Consultant:
Ballard Partners, Inc.
201 East Park Avenue, 5th Floor
Tallahassee, FL 32301
grace@ballardpartners.com
850.577.0444

6. Execution

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement on the date first above written.

Gadsden County Board of County Commissioners

By: _____

Name: _____

Title: _____

Date: _____

Ballard Partners, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Board of County Commissioners
Agenda Request

Date of Meeting: October 21, 2025

Date Submitted: October 10, 2025

To: Honorable Chairman and Members of the Board

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

Subject: **Approval to amend existing Volunteer Fire Department Contracts to allow for a 5% increase from base funding for the next two years of their contracts.**

Statement of Issue:
The agenda item seeks Board approval to raise the City of Gretna, City of Greensboro, City of Midway, and City of Chattahoochee VFDs' contracts from the agreed upon base funding level of $50,000 to $52,500 for 25-26 and from $52,500 to $55,125 for 26-27. The item also seeks Board approval for the Finance Department to raise Wetumpka, Mt. Pleasant, Sycamore, Robertsville, Greenshade, and Concord VFDs' contracts from $39,015 to $40,965 for 25-26 and from $40,965 to $43,013 in 26-27. New contracts will be negotiated for FY2027-28. Any increases for future years would be based on available funding.

Background:
The Interim County Administrator is requesting authorization from the Board to proceed with increasing funding 5% from the existing base amount of each VFD contract for FY2526 and 5% for FY2627. The four City contracts are funded at $50,000 base funding. Each of the non-profit VFDs are funded at $39,015 base funding for FY2526 and are scheduled to be funded at $39,795.30 for FY2627. The increases would be an amendment to their current contracts.

This would provide four City VFDs with an additional $2,500 in FY2526 and $2,625 in FY2627; each non-profit VFD would receive an increase of $1,950 in FY2526 and $2,048 in FY2627. The premise for these increases is to help address the current rising levels of inflation with a priority focus on safety and security of the communities.

Analysis:
None

Fiscal Impact:
$21,700 for FY2526; $22,788 for FY2627. Total impact $44,488 over two years. The funding for the FY2526 adjustment is available within the FY2526 Fire budget. The funding for the FY2627 will need to be budgeted during the FY2627 budget process.

Options:
1. Approve the contract amendments to adjust funding in each VFD contract by 5% each from their base funding for the next two years.
2. Do not approve.
3. Board Direction.

Interim County Administrator's Recommendation:
Options #1

AMENDMENT NO. 1 TO THE CITY OF GRETNA VOLUNTEER FIRE DEPARTMENT SERVICE AGREEMENT

This Amendment No. 1 ("Amendment") is made and entered into this 21st day of October 2025, by and between the **Gadsden County Board of County Commissioners** ("County") and the **City of Gretna Volunteer Fire Department** ("VFD").

WHEREAS:

1. The County and the VFD entered into a Volunteer Fire Department Service Agreement dated February 20, 2024 (the "Agreement") to provide fire protection and emergency response services within the designated service area; and
2. The parties desire to amend the Agreement to adjust the annual financial support allocation provided to the VFD to reflect current operational needs and cost increases.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Amendment to Support Allocation.**
   Section 11of the Agreement titled "Payment of Funds" (as applicable) is hereby amended to read as follows:

   "The County shall provide an annual support allocation to the City of Gretna Volunteer Fire Department in the amount of **$52,250**, effective **October 1, 2025, through September 30, 2026; effective October 1, 2026, through September 30, 2027, the allocation will be $55,125**, payable in accordance with the County's standard disbursement schedule."

2. **Future Adjustments (Optional Clause).**

   "The parties agree that the support allocation may be reviewed annually as part of the County's budget process and adjusted based on demonstrated need, cost-of-living adjustments, or changes in service level."

3. **Effect of Amendment.**
   Except as expressly amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

4. **Effective Date.**
   This Amendment shall become effective upon full execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first written above.

Gadsden County BOCC	**City of Gretna Volunteer Fire Department**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

AMENDMENT NO. 1 TO THE SYCAMORE VOLUNTEER FIRE DEPARTMENT SERVICE AGREEMENT

This Amendment No. 1 ("Amendment") is made and entered into this 21st day of October 2025, by and between the **Gadsden County Board of County Commissioners** ("County") and the **Sycamore Volunteer Fire Department** ("VFD").

WHEREAS:

1. The County and the VFD entered into a Volunteer Fire Department Service Agreement dated February 20, 2024 (the "Agreement") to provide fire protection and emergency response services within the designated service area; and
2. The parties desire to amend the Agreement to adjust the annual financial support allocation provided to the VFD to reflect current operational needs and cost increases.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Amendment to Support Allocation.**
   Section 11of the Agreement titled "Payment of Funds" (as applicable) is hereby amended to read as follows:

   "The County shall provide an annual support allocation to the Sycamore Volunteer Fire Department in the amount of **$40,965.75** effective **October 1, 2025, through September 30, 2026; effective October 1, 2026, through September 30, 2027, the allocation will be $43,014.04**, payable in accordance with the County's standard disbursement schedule."

2. **Future Adjustments (Optional Clause).**

   "The parties agree that the support allocation may be reviewed annually as part of the County's budget process and adjusted based on demonstrated need, cost-of-living adjustments, or changes in service level."

3. **Effect of Amendment.**
   Except as expressly amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

4. **Effective Date.**
   This Amendment shall become effective upon full execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first written above.

Gadsden County BOCC	Sycamore Volunteer Fire Department
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

AMENDMENT NO. 1 TO THE ROBERTSVILLE VOLUNTEER FIRE DEPARTMENT SERVICE AGREEMENT

This Amendment No. 1 ("Amendment") is made and entered into this 21st day of October **2025**, by and between the **Gadsden County Board of County Commissioners** ("County") and the **Robertsville Volunteer Fire Department** ("VFD").

WHEREAS:

1. The County and the VFD entered into a Volunteer Fire Department Service Agreement dated February 20, 2024 (the "Agreement") to provide fire protection and emergency response services within the designated service area; and
2. The parties desire to amend the Agreement to adjust the annual financial support allocation provided to the VFD to reflect current operational needs and cost increases.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Amendment to Support Allocation.**
   Section 11of the Agreement titled "Payment of Funds" (as applicable) is hereby amended to read as follows:

   "The County shall provide an annual support allocation to the Robertsville Volunteer Fire Department in the amount of **$40,965.75** effective **October 1, 2025, through September 30, 2026; effective October 1, 2026, through September 30, 2027, the allocation will be $43,014.04**, payable in accordance with the County's standard disbursement schedule."

2. **Future Adjustments (Optional Clause).**

   "The parties agree that the support allocation may be reviewed annually as part of the County's budget process and adjusted based on demonstrated need, cost-of-living adjustments, or changes in service level."

3. **Effect of Amendment.**
   Except as expressly amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

4. **Effective Date.**
   This Amendment shall become effective upon full execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first written above.

Gadsden County BOCC	Robertsville Volunteer Fire Department
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

AMENDMENT NO. 1 TO THE MT. PLEASANT VOLUNTEER FIRE DEPARTMENT SERVICE AGREEMENT

This Amendment No. 1 ("Amendment") is made and entered into this 21st day of October 2025, by and between the **Gadsden County Board of County Commissioners** ("County") and the **Mt. Pleasant Volunteer Fire Department** ("VFD").

WHEREAS:

1. The County and the VFD entered into a Volunteer Fire Department Service Agreement dated February 20, 2024 (the "Agreement") to provide fire protection and emergency response services within the designated service area; and
2. The parties desire to amend the Agreement to adjust the annual financial support allocation provided to the VFD to reflect current operational needs and cost increases.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Amendment to Support Allocation.**
   Section 11of the Agreement titled "Payment of Funds" (as applicable) is hereby amended to read as follows:

   "The County shall provide an annual support allocation to the Mt. Pleasant Volunteer Fire Department in the amount of **$40,965.75** effective **October 1, 2025, through September 30, 2026; effective October 1, 2026, through September 30, 2027, the allocation will be $43,014.04,** payable in accordance with the County's standard disbursement schedule."

2. **Future Adjustments (Optional Clause).**

   "The parties agree that the support allocation may be reviewed annually as part of the County's budget process and adjusted based on demonstrated need, cost-of-living adjustments, or changes in service level."

3. **Effect of Amendment.**
   Except as expressly amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

4. **Effective Date.**
   This Amendment shall become effective upon full execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first written above.

Gadsden County BOCC	Mt. Pleasant Volunteer Fire Department
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

AMENDMENT NO. 1 TO THE GREENSHADE VOLUNTEER FIRE DEPARTMENT SERVICE AGREEMENT

This Amendment No. 1 ("Amendment") is made and entered into this 21st day of October 2025, by and between the **Gadsden County Board of County Commissioners** ("County") and the **Greenshade Volunteer Fire Department** ("VFD").

WHEREAS:

1. The County and the VFD entered into a Volunteer Fire Department Service Agreement dated February 20, 2024 (the "Agreement") to provide fire protection and emergency response services within the designated service area; and
2. The parties desire to amend the Agreement to adjust the annual financial support allocation provided to the VFD to reflect current operational needs and cost increases.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Amendment to Support Allocation.**
   Section 11of the Agreement titled "Payment of Funds" (as applicable) is hereby amended to read as follows:

   "The County shall provide an annual support allocation to the Greenshade Volunteer Fire Department in the amount of **$40,965.75** effective **October 1, 2025, through September 30, 2026; effective October 1, 2026, through September 30, 2027, the allocation will be $43,014.04**, payable in accordance with the County's standard disbursement schedule."

2. **Future Adjustments (Optional Clause).**

   "The parties agree that the support allocation may be reviewed annually as part of the County's budget process and adjusted based on demonstrated need, cost-of-living adjustments, or changes in service level."

3. **Effect of Amendment.**
   Except as expressly amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

4. **Effective Date.**
   This Amendment shall become effective upon full execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first written above.

Gadsden County BOCC	Greenshade Volunteer Fire Department
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

AMENDMENT NO. 1 TO THE CONCORD VOLUNTEER FIRE DEPARTMENT SERVICE AGREEMENT

This Amendment No. 1 ("Amendment") is made and entered into this 21st day of October 2025, by and between the **Gadsden County Board of County Commissioners** ("County") and the **Concord Volunteer Fire Department** ("VFD").

WHEREAS:

1. The County and the VFD entered into a Volunteer Fire Department Service Agreement dated February 20, 2024 (the "Agreement") to provide fire protection and emergency response services within the designated service area; and
2. The parties desire to amend the Agreement to adjust the annual financial support allocation provided to the VFD to reflect current operational needs and cost increases.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Amendment to Support Allocation.**
   Section 11of the Agreement titled "Payment of Funds" (as applicable) is hereby amended to read as follows:

   "The County shall provide an annual support allocation to the Concord Volunteer Fire Department in the amount of **$40,965.75** effective **October 1, 2025, through September 30, 2026; effective October 1, 2026, through September 30, 2027, the allocation will be $43,014.04**, payable in accordance with the County's standard disbursement schedule."

2. **Future Adjustments (Optional Clause).**

   "The parties agree that the support allocation may be reviewed annually as part of the County's budget process and adjusted based on demonstrated need, cost-of-living adjustments, or changes in service level."

3. **Effect of Amendment.**
   Except as expressly amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

4. **Effective Date.**
   This Amendment shall become effective upon full execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first written above.

Gadsden County BOCC	Concord Volunteer Fire Department
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

AMENDMENT NO. 1 TO THE WETUMPKA VOLUNTEER FIRE DEPARTMENT SERVICE AGREEMENT

This Amendment No. 1 ("Amendment") is made and entered into this 21st day of October 2025, by and between the **Gadsden County Board of County Commissioners** ("County") and the **Wetumpka Volunteer Fire Department** ("VFD").

WHEREAS:

1. The County and the VFD entered into a Volunteer Fire Department Service Agreement dated February 20, 2024 (the "Agreement") to provide fire protection and emergency response services within the designated service area; and
2. The parties desire to amend the Agreement to adjust the annual financial support allocation provided to the VFD to reflect current operational needs and cost increases.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Amendment to Support Allocation.**
   Section 11of the Agreement titled "Payment of Funds" (as applicable) is hereby amended to read as follows:

   "The County shall provide an annual support allocation to the Wetumpka Volunteer Fire Department in the amount of **$40,965.75** effective **October 1, 2025, through September 30, 2026; effective October 1, 2026, through September 30, 2027, the allocation will be $43,014.04**, payable in accordance with the County's standard disbursement schedule."

2. **Future Adjustments (Optional Clause).**

   "The parties agree that the support allocation may be reviewed annually as part of the County's budget process and adjusted based on demonstrated need, cost-of-living adjustments, or changes in service level."

3. **Effect of Amendment.**
   Except as expressly amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

4. **Effective Date.**
   This Amendment shall become effective upon full execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first written above.

Gadsden County BOCC	Wetumpka Volunteer Fire Department
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

AMENDMENT NO. 1 TO THE CITY OF MIDWAY VOLUNTEER FIRE DEPARTMENT SERVICE AGREEMENT

This Amendment No. 1 ("Amendment") is made and entered into this 21st day of October **2025**, by and between the **Gadsden County Board of County Commissioners** ("County") and the **City of Midway Volunteer Fire Department** ("VFD").

WHEREAS:

1. The County and the VFD entered into a Volunteer Fire Department Service Agreement dated February 20, 2024 (the "Agreement") to provide fire protection and emergency response services within the designated service area; and
2. The parties desire to amend the Agreement to adjust the annual financial support allocation provided to the VFD to reflect current operational needs and cost increases.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Amendment to Support Allocation.**
   Section 11of the Agreement titled "Payment of Funds" (as applicable) is hereby amended to read as follows:

   "The County shall provide an annual support allocation to the City of Midway Volunteer Fire Department in the amount of **$52,250**, effective **October 1, 2025, through September 30, 2026; effective October 1, 2026, through September 30, 2027, the allocation will be $55,125**, payable in accordance with the County's standard disbursement schedule."

2. **Future Adjustments (Optional Clause).**

   "The parties agree that the support allocation may be reviewed annually as part of the County's budget process and adjusted based on demonstrated need, cost-of-living adjustments, or changes in service level."

3. **Effect of Amendment.**
   Except as expressly amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

4. **Effective Date.**
   This Amendment shall become effective upon full execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first written above.

Gadsden County BOCC	**City of Midway Volunteer Fire Department**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

AMENDMENT NO. 1 TO THE CITY OF GREENSBORO VOLUNTEER FIRE DEPARTMENT SERVICE AGREEMENT

This Amendment No. 1 ("Amendment") is made and entered into this 21st day of October **2025**, by and between the **Gadsden County Board of County Commissioners** ("County") and the **City of Greensboro Volunteer Fire Department** ("VFD").

WHEREAS:

1. The County and the VFD entered into a Volunteer Fire Department Service Agreement dated February 20, 2024 (the "Agreement") to provide fire protection and emergency response services within the designated service area; and
2. The parties desire to amend the Agreement to adjust the annual financial support allocation provided to the VFD to reflect current operational needs and cost increases.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Amendment to Support Allocation.**
   Section 11of the Agreement titled "Payment of Funds" (as applicable) is hereby amended to read as follows:

   "The County shall provide an annual support allocation to the City of Greensboro Volunteer Fire Department in the amount of **$52,250**, effective **October 1, 2025, through September 30, 2026; effective October 1, 2026, through September 30, 2027, the allocation will be $55,125**, payable in accordance with the County's standard disbursement schedule."

2. **Future Adjustments (Optional Clause).**

   "The parties agree that the support allocation may be reviewed annually as part of the County's budget process and adjusted based on demonstrated need, cost-of-living adjustments, or changes in service level."

3. **Effect of Amendment.**
   Except as expressly amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

4. **Effective Date.**
   This Amendment shall become effective upon full execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first written above.

Gadsden County BOCC	**City of Greensboro Volunteer Fire Department**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

AMENDMENT NO. 1 TO THE CITY OF CHATTAHOOCHEE VOLUNTEER FIRE DEPARTMENT SERVICE AGREEMENT

This Amendment No. 1 ("Amendment") is made and entered into this 21st day of October 2025, by and between the **Gadsden County Board of County Commissioners** ("County") and the **City of Chattahoochee Volunteer Fire Department** ("VFD").

WHEREAS:

1. The County and the VFD entered into a Volunteer Fire Department Service Agreement dated February 20, 2024 (the "Agreement") to provide fire protection and emergency response services within the designated service area; and
2. The parties desire to amend the Agreement to adjust the annual financial support allocation provided to the VFD to reflect current operational needs and cost increases.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Amendment to Support Allocation.**
   Section 11of the Agreement titled "Payment of Funds" (as applicable) is hereby amended to read as follows:

   "The County shall provide an annual support allocation to the City of Chattahoochee Volunteer Fire Department in the amount of **$52,250**, effective **October 1, 2025, through September 30, 2026; effective October 1, 2026, through September 30, 2027, the allocation will be $55,125**, payable in accordance with the County's standard disbursement schedule."

2. **Future Adjustments (Optional Clause).**

   "The parties agree that the support allocation may be reviewed annually as part of the County's budget process and adjusted based on demonstrated need, cost-of-living adjustments, or changes in service level."

3. **Effect of Amendment.**
   Except as expressly amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

4. **Effective Date.**
   This Amendment shall become effective upon full execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first written above.

Gadsden County BOCC	**City of Chattahoochee Volunteer Fire Department**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Board of County Commissioners
Agenda Request

Date of Meeting: October 21, 2025

Date Submitted: October 16, 2025

To: Honorable Chairman and Members of the Board

From: Reginald James, County Interim Administrator

Subject: Approval of Resolution No. 2026-003 Designating Administrative Authority for Plat and Replat Approvals Pursuant to Senate Bill 784 (2025)

Statement of Issue:

This agenda item seeks Board Approval of Resolution 2026-003 designating the County Administrator as the administrative authority for review and approval of qualifying plat and replat submittals as required by Senate Bill 784 (2025) and Section 177.071, Florida Statutes, as amended. The legislation requires counties to establish an administrative review process for qualifying plats and to identify the official responsible for issuing final administrative approvals and signatures.

Background/Analysis:

This resolution delegates authority to the County Administrator to:

· Determine completeness of plat/replat applications.

· Approve, conditionally approve, or deny qualifying submittals consistent with state law and County regulations.

· Execute required final approvals and signatures for recording; and

· Coordinate with relevant departments and agencies to ensure compliance with the Gadsden County Comprehensive Plan and Land Development Code.

Pending applications that have not received final approval as of the resolution's effective date will transition to administrative review consistent with Senate Bill 784. This action does not alter substantive standards for approval.

Fiscal Impact:

None. Administrative review will be conducted using existing staff resources.

Options:

1. Approve Resolution No. 2026-003 designating the County Administrator as the administrative authority for plat and replat approvals pursuant to Senate Bill 784 (2025) and Section 177.071, Florida Statutes.
2. Do not approve.

3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachments:

RESOLUTION NO. 2026-003

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, DESIGNATING AN ADMINISTRATIVE AUTHORITY FOR ADMINISTRATIVE REVIEW AND APPROVAL OF PLATS AND REPLATS AS REQUIRED BY SENATE BILL 784 (2025) AND SECTION 177.071, FLORIDA STATUTES, AS AMENDED; DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO ISSUE FINAL ADMINISTRATIVE APPROVALS AND SIGNATURES FOR QUALIFYING SUBDIVISION PLATS AND REPLATS; PROVIDING FOR RATIFICATION OF PRIOR ACTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS clauses

- WHEREAS, the Florida Legislature enacted Senate Bill 784 (2025) relating to platting, which requires counties and municipalities to provide administrative approval for qualifying plat and replat submittals and to designate an administrative authority to receive, review, and process such submittals; and
- WHEREAS, Section 177.071, Florida Statutes, as amended, provides that the designated administrative authority may be an administrative officer or employee of the county, including a county administrator or other high-ranking official with direct or indirect oversight of land development programs; and
- WHEREAS, the Board of County Commissioners ("Board") finds it to be in the best interest of the County to implement SB 784 promptly and to ensure continuity in the processing and approval of subdivision plats and replats currently in process; and
- WHEREAS, the County's Land Development Code will be amended by separate ordinance to codify procedures and conform County regulations to SB 784.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gadsden County, Florida, that:

1. Designation of Administrative Authority. The County Administrator (the "Administrative Authority"), is hereby designated as the County's administrative authority for purposes of receiving, reviewing, processing, and issuing final administrative approvals and signatures for qualifying plat and replat submittals, as required by SB 784 and Section 177.071, Florida Statutes, as amended.
2. Scope of Delegated Authority. The Administrative Authority is authorized to:
   a. Determine completeness of plat/replat applications;
   b. Provide written notices and timelines to applicants consistent with SB 784 and County procedures;

c. Approve, approve with conditions, or deny plat/replat submittals in accordance with applicable State law, the Gadsden County Comprehensive Plan, and the Gadsden County Land Development Code;
d. Execute all signatures required for final plat/replat approval and recording, including on mylar or electronic media, and to certify compliance for recordation with the Clerk of the Circuit Court; and
e. Coordinate with the County Surveyor/Engineer, Planning & Community Development, Public Works, Utilities, and other reviewing agencies as appropriate.

3. Transition of In-Process Submittals. All pending plat and replat applications that have not received final approval as of the effective date of this Resolution shall be processed administratively by the Administrative Authority. Any previous Board actions placing such approvals on an agenda or continuances thereof are superseded to the extent inconsistent with SB 784.

4. Standards Unchanged. This delegation does not alter substantive approval standards. All plats/replats must comply with Chapter 177, Florida Statutes, applicable surveying/mapping requirements, the County's Comprehensive Plan, and the County's Land Development Code.

5. Appeals. Decisions of the Administrative Authority may be appealed pursuant to procedures established in the Land Development Code, as may be amended by the companion ordinance, and consistent with due process.

6. Ratification of Prior Acts. Any actions taken by the County Administrator or designees on or after July 1, 2025, that are consistent with SB 784 and this Resolution are ratified and confirmed.

7. Conflicts; Severability. All resolutions in conflict are repealed to the extent of conflict. If any portion of this Resolution is held invalid, the remainder shall continue in full force and effect.

8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Gadsden County, Florida, at a duly noticed public meeting this .

BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA
By: _____
Chair
ATTEST: _____
Clerk of Court

Board of County Commissioners
Agenda Request

Date of Meeting: October 21, 2025

Date Submitted: October 16, 2025

To: Honorable Chairman and Members of the Board

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

Subject: Approval of Local Agency (LAP) Expiration of Agreement/Time Extension for 436992-1 - CR 268 ADAMS ST FROM CR 274 MARTIN LUTHER KING JR BLVD TO CLARK ST

Statement of Issue:

This agenda item seeks Board approval for a Expiration of Agreement/Time Extension for Financial Management Number: 436692-1-58/68-01, Contract Number G2N17, Expiration 10/31/25.

Background:

The Florida Department of Transportation (FDOT) has approved the South Adams Street Sidewalk Project. The project will extend from County Road 274, Martin Luther King, Jr. Blvd. to Clark Street. The project has an expiration for October 31, 2025. The time extension is to request an extension to allow time for the start and completion of this project.

Analysis:

(FDOT) Florida Department of Transportation has approved funding for Gadsden County to complete the project #436992-1-58/68-01.

Fiscal Impact:

FDOT has allocated funding in the award amount of $1,650,309.10 for the project. The City of Quincy has an obligation of $141,885.00 under this agreement. There will be no fiscal impact on the county.

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

October 13, 2025

VIA Email at Maria.showalter@dot.state.fl.us

Maria Showalter
Florida Department of Transportation
District 3 Local Programs Coordinator
1074 Highway 90 East
Chipley, Florida 32428

RE: LAP Adams St., Gadsden County, FL
FPID No: 436992-1-58/68-01

Dear Ms. Showalter:

This project has held a Pre-Construction meeting and is awaiting the Notice to Proceed (NTP) date, pending final negotiations with the engineering firm to provide post-design services. Although construction has not yet begun, it is anticipated that the NTP date will be established within the coming week. Therefore, the purpose of this letter is to request that the project completion deadline be extended from **October 31, 2025, to June 30, 2026.**

If you have any questions, please give me a call at 850-875-8650.

Sincerely,

Eric Hinson
Chairman
Gadsden County Board of County Commissioners
Ehinson@gadsdencountyfl.gov

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

JARED W. PERDUE, P.E.
SECRETARY

DATE: October 13, 2025

TO: Curtis Young

FROM: Maria Showalter - Local Programs Administrator

SUBJECT: **EXPIRATION OF AGREEMENT / TIME EXTENSION**
Financial Management (FM) Number: 436992-1-58/68-01
Contract Number: G2N17
Current Expiration Date: 10/31/2025
Description: CR 268 ADAMS ST FROM CR 274 MARTIN LUTHER KING JR BLVD TO CLARK ST

All work on the subject agreement must be completed prior to the expiration date. Work performed after this date will not be eligible for reimbursement. If it is anticipated that work on this project will extend past this date, a time extension may be requested. **Please complete, sign, date and return this form indicating your response below**. If a time extension is being requested, it **must** be received at least **7 days** prior to the expiration date to ensure timely execution. **A request for a time extension must include the extension date, reasons for the extension as well as a schedule for completion of the project.**

☐ I acknowledge receipt of the expiration of this Agreement. A time extension will not be requested.

It is requested that the Agreement for the subject project be extended until

(☐ **March 31,**) or (☑ **June 30,** 2026) or (☐ **October 31,**) or

☐ **December 31,**) for the reason(s) stated in the attached letter. I have attached an updated schedule.

RECIPIENT:	**APPROVED:**
GADSDEN COUNTY BOARD OF COUNTY COMMISIONERS	The Department approves a time extension for the subject project to
By:	**By:** Rodney Chamberlain, P.E.
(Print Name)	(Name)
(Signature) (Date)	(Signature) (Date)
(Title)	Director of Transportation Development (Title)