

Board of County Commissioners
Wakulla County, Florida
Agenda

Regular Public Meeting
Monday, September 21, 2020
@ 5:00 P.M.

Invocation

Pledge of Allegiance

Approval of Agenda

(The Chairman and members of the Board will approve and/or modify the official agenda at this time)

Citizens to be Heard

(There is a Three (3) minute time limit; non-discussion by Commission; there shall be no debate and no action by the Commission. Citizens will have the opportunity to speak once under the Citizens to be Heard portion of the agenda which will be at the start or end of each meeting)

(To ensure fairness and encourage participation, citizens who would like to speak on any item will need to fill out a speaker's card and turn in to Ms. Welch prior to the beginning of discussion on that particular item. Citizens are allowed a maximum of 3 minutes to speak.)

Public Hearing(s)

(Public Hearings are held as required to receive public comments on matters of special importance or as prescribed by law. For regular Board meetings, public hearings shall be scheduled as the first substantive item on the agenda and heard at the time scheduled for the start of the meeting or as soon thereafter as is possible. Individual speakers are encouraged to adhere to a three (3) minute time limit. The Chairman has the discretion to either extend or reduce time limits, based on the number of speakers)

1. Request Board Approval to Conduct the Final Public Hearing and Adopt the FY2019/2020 Final Millage Rate and Final Budget
(Brandy King, Fiscal Operations Director)
2. Request Board Approval to Conduct the Second of Two Public Hearings and Authorize Staff to Submit a Small Cities Community Development Block Grant (CDBG) Application for the FFY 2019 Grant Cycle, Funded through the Department of Economic Opportunity (DEO) in the Amount of \$750,000 and Approval of the Enabling Resolution
(Sommer Pell, Planning and Community Development Director)
3. Request Board Approval to Conduct the First of Two Public Hearings Regarding an Ordinance Amending and Updating Existing Commercial and Residential Zoning Districts
(Sommer Pell, Planning and Community Development Director)

Awards and Presentations

(Members of the Board will have the opportunity to acknowledge members of the community or commendable efforts at this time. Presentations will be made from individuals concerning issue of importance)

J.D. Turner Memorial Highway Designation – Commissioner Mike Stewart (10 minutes)

Consent

(All items contained herein may be voted on with one motion. Consent items are considered to be routine in nature, are typically non-controversial and do not deviate from past Board direction or policy. However, any Commissioner, the County Administrator, or the County Attorney may withdraw an item from the consent agenda, either in writing prior to the meeting, or at the beginning of the meeting and it shall then be voted on individually. Every effort shall be made to provide such a request to the Chairman at least 24 hours before the meeting)

4. Approval of Minutes from the September 8, 2020 Workshop Regarding Proposed 4-H After-School and Summer Programs
(Brent Thurmond, Clerk of Court)
5. Approval of Minutes from the September 8, 2020 Special Meeting and Executive Session
(Brent Thurmond, Clerk of Court)
6. Approval of Minutes from the September 8, 2020 Regular Board Meeting
(Brent Thurmond, Clerk of Court)
7. Approval of Bills and Vouchers Submitted for September 2, 2020 through September 15, 2020
(Brent Thurmond, Clerk of Court)
8. Request Board Approval to Enter Into a Licensing Agreement with Collin G. Johnson Granting Wakulla County the Exclusive Performance Rights to the Song “Wakulla County”
(Brandy King, Fiscal Operations Director)
9. Request Board Approval to Award RFQ #2020-17 Professional Engineering Services to Dewberry Engineers, Inc. to Plan, Design, Permit, and Provide Construction Inspection Services for the Wakulla Gardens Phase III Septic to Sewer Project
(Brandy King, Fiscal Operations Director)
10. Request Board Approval of the Amendment No. 1 to the Contracts for Continued Professional Consulting Services
(Brandy King, Fiscal Operations Director)
11. Request Board Approval of the Wakulla County Health Department Annual Core Contract and the New and Amended Fees for FY 2020-2021
(Padriac Juarez, WCHD Administrator)
12. Request Board Approval to Submit the Justice Assistance Grant (JAG) Application to Purchase Law Enforcement Computer Devices and Authorize the Chairman to Execute the Certificate of Acceptance
(Sheriff Jared Miller, WCSO)
13. Request Board Approval to Accept the Small County Consolidated Solid Waste Grant Agreement from the Florida Department of Environmental Protection in the Amount of \$93,750.00
(Nannette Watts, Public Works Administration Director)

14. Request Board Approval of the Small Matching Historic Preservation Grant Agreement, Approval of Work Authorization No. 20-31 with Kimley-Horn and Associates, and Approval of a Resolution and Budget Amendment
(Somer Pell, Planning and Community Development Director)
15. Request Board Approval of a Resolution Authorizing \$50,000 in SHIP Funds to be Used as a Local Match to Maximize Scoring for the FFY 2019 Small Cities CDBG Housing Rehabilitation Application
(Somer Pell, Planning and Community Development Director)
16. Request Board Approval to Remove a Code Enforcement Board Alternate Member
(Somer Pell, Planning and Community Development Director)
17. Request Board Approval of the Right of Entry Agreement Between Wildwood Country Club LLC and Wakulla County
(Ned Nobles, ESG Operations)
18. Request Board Approval to Submit the FY 2020/2021 State Aid to Libraries Grant Application
(Robyn Drummond, Library Services Director)
19. Request Board Approval of the Spring E911 Rural County Grant Award Agreement in the Amount of \$7,673.75 for FY2020-2021 Maintenance Costs of the E911 System
(Jared Miller, Sheriff, WCSO)
24. Request Board Approval of the First Amendment to the Coronavirus Relief Fund (CRF) Agreement Number 099-2020 Between the Florida Housing Finance Corporation and the County
(Somer Pell, Planning and Community Development Director)

Consent Items Pulled for Discussion

(Members requesting further information on items placed under "Consent Agenda," may withdraw those items and place them here, for further discussion)

General Business

(General Business items are items of a general nature that require Board directions or pertain to Board policy)

25. Request Board Direction Regarding a Current Fiscal Year Budget Amendment for the Wakulla County Property Appraiser's Office
(Brandy King, Fiscal Operations Director)
26. Request Board Approval of the Integrity Group's Recommendations for Clarifying Language on the WakullaCARES Grant Applications for Small Business Interruption and Individual Financial Relief Grants to Ensure Compliance with Department of Treasury Guidance on CARES Act for Such Expenditures
(Sheree T. Keeler, Intergovernmental Affairs and RESTORE Act Director)
20. Request Board Approval of the True-Up Agreement Relating to the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement Between Waste Pro and the County
(David Edwards, County Administrator)

21. Request Board Approval of the Amendment to Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement Between Waste Pro and the County
(David Edwards, County Administrator)

Planning and Zoning

(Members will be provided with planning and zoning amendment requests five (5) business days prior to the scheduled meeting. To the maximum extent possible, all support information and documentation for P&Z items shall be made available through a variety of means including the County website that will provide the public with the greatest opportunity to review documentation at the date of advertisement pursuant to Resolution No. 04-43. "In accordance with Sec. 24.01 of County Code, for all quasi-judicial proceedings each Commission member must disclose all contact received from interested parties and/or their representatives, lobbyists, or any other third parties concerning any application and any personal investigation or knowledge being relied upon during the consideration of any quasi-judicial planning and zoning matters")

22. Application for Change of Zoning R20-09 (Gulf Specimen Marine Laboratories, Inc., Applicant; Cypress & Jack Rudloe, Agents)
23. Application for Final Plat FP20-06 (Golden Construction Company, Inc., Applicant; Robert Miller, Agent)

Commissioner Agenda Items

(Items with supporting documentation shall be provided by a Commissioner to the County Administrator three (3) business days prior to the scheduled meeting. Items that are agendaed by Commissioners and fail to gain approval may not be replaced on the agenda by a Commissioner on the non-prevailing side for a period of six (6) months without approval of the Chairman unless there is substantive new information to present)

27. Commissioner Hess –
- a. Request Board Consider Modification of Administrative Regulation 5.01 Regarding the Recreation Department Volunteer Program

County Attorney

(County Attorney items are items of a legal nature that require Board direction or represent general information to Board Members, staff, or the public)

County Administrator

(County Administrator items are items that require Board direction or represent general information to Board Members, staff or the public)

Citizens to be Heard

(There is a Three (3) minute time limit; non-discussion by Commission; there shall be no debate and no action by the Commission. Citizens will have the opportunity to speak once under the Citizens to be Heard portion of the agenda which will be at the start or end of each meeting)

Discussion Issues by Commissioners

(The purpose of this section is for Commissioners to request staff action on various issues, including scheduling of a future agenda item for later Board action, based on the approval of a majority of the Board. No assignments or request for agenda items shall be given to the County Administrator or County Attorney without the express approval of the majority of the Board. The Board shall take no policy action without an agenda item unless such is accomplished through a unanimous vote of the Board. The remarks of each Commissioner during his or her "discussion items" shall adhere to Robert Rules of Order, for proper decorum and civility as enforced by the Chairman)

Adjourn

(Any departure from the order of business set forth in the official agenda shall be made only upon majority vote of the members of the Commission present at the meeting)

*The next Board of County Commissioners Meeting is scheduled for
Monday, October 5, 2020 at 5:00p.m.*

PUBLIC NOTICE
2020 Tentative Schedule

All Workshops, Meetings, and Public Hearings are subject to change

All sessions are held in the Commission Chambers, 29 Arran Road, Suite 101, Crawfordville, FL.

Workshops are scheduled as needed.

Month	Day	Time	Meeting Type
September 2020	Monday, 14	7:00P.M.	Planning Commission Meeting
	Monday, 21	5:00P.M.	Regular Board Meeting
October 2020	Monday, 5	5:00P.M.	Regular Board Meeting
	Monday, 12	7:00P.M.	Planning Commission Meeting
	Wednesday, 14	5:30P.M.	Code Enforcement Board Meeting
	Monday, 19	5:00P.M.	Regular Board Meeting
November 2020	Monday, 2	5:00P.M.	Regular Board Meeting
	Wednesday, 4	5:30P.M.	Code Enforcement Board Meeting
	Monday, 9	7:00P.M.	Planning Commission Meeting
	Monday, 16	5:00P.M.	Regular Board Meeting
December 2020	Monday, 14	5:00P.M.	Regular Board Meeting
	Tuesday, 15	7:00P.M.	Planning Commission Meeting

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 11, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Brandy King, Director, Fiscal Operations

Subject: Request Board Approval to Conduct the Final Public Hearing and Adopt the FY2020/2021 Final Millage Rate and Final Budget

Statement of Issue:

This agenda item requests Board approval to conduct the final public hearing and adopt the FY2020/2021 Final Millage Rate and Final Budget.

Background:

On August 17, 2020, the Board held the 2nd budget development workshop in the series of budget workshops for the FY2020/2021 budget year process. There was one other workshop held during the budget process leading up to the submission of the FY2020/2021 Preliminary Budget on July 15, 2020 by the County Administrator.

Analysis:

The Florida Department of Revenue (DOR), Property Tax Oversight Division sets very specific instructions for each taxing authority to follow in calculating millage rates and adoption of the budget referred to as the Truth in Millage, or TRIM process. The following information outlines the actions already taken and remaining activities necessary to ensure compliance with the TRIM process rules and all statutory requirements.

Pursuant to Florida Statutes sections 129.03 and 200.065, the County Property Appraiser certified to the County Budget Officer the taxable value against which taxes may be levied in the entire County and in each district in the County in which the taxes are authorized by law to be levied by the Board. In preparing the tentative budgets, these certified figures were used as the basis for estimating the millage rates.

On July 14, 2020, the Board advised the County Property Appraiser of its proposed millage rates, its rolled-back rates, and the date, time, and place at which a public hearing would be held to consider the tentative millage rate and the tentative budget in accordance with Florida Statutes sections 129.03 and 200.065. Subsequently, the County Property Appraiser utilized this information in preparing the notice of proposed property taxes (TRIM notice) pursuant to Florida Statute, section 200.069. On August 14, 2020, these notices were then mailed to all respective property owners in Wakulla County by the Property Appraiser. The First Public Hearing to adopt the FY2020/2021 Tentative Millage Rate and Tentative Budget was held on September 8, 2020.

In accordance with Florida Statutes sections 129.03 and 200.065, after discussion and public comment regarding the tentative millage rate and budget, the Board is required to adopt its tentative millage rate by way of Resolution (Attachment #1) or ordinance prior to adopting its tentative budget by way of Resolution (Attachment #2) or ordinance.

Note:

All of the options need to be voted on separately and, in the order, presented. Florida Statutes require the Board to address the millage rate before addressing the associated budget. The prescribed script for the Chairman and County Administrator to read into the record is included as Attachment #4. Please note that Attachment #1 assumes a tentative millage rate of 8.0000. Once the Board votes on a tentative millage rate, the millage rate can be decreased but cannot be increased before adoption of the final budget pursuant to F.S. 129.03 and 200.065 and the Florida Department of Revenue TRIM Requirements.

Options:

1. Conduct the public hearing and take those related actions required by TRIM.
2. Board Direction.

Recommendation:

Option #1

Attachments:

1. Final Millage Rate Resolution
2. Final Budget Resolution
3. Final Budget by Fund Exhibit "A"
4. Script for Public Hearing

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, ADOPTING THE FINAL MILLAGE RATE FOR WAKULLA COUNTY FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Wakulla County, Florida, on September 21, 2020, adopted Fiscal Year Final Millage Rates as required by Florida Statutes, s. 200.065; and

WHEREAS, the Board of County Commissioners of Wakulla County, Florida, held a public hearing as required by Florida Statutes, s. 200.065, on September 21, 2020; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Wakulla County has been certified by the County Property Appraiser to the Board of County Commissioners of Wakulla County, Florida as \$1,388,960,019.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Wakulla County, Florida, that:

1. The Fiscal Year 2020/2021 Final countywide operating millage rate is _____ mills, which is more than the rolled-back rate of 7.7022 mills by _____%.
2. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 21st day of September 2020.

BOARD OF COUNTY COMMISSIONERS OF
WAKULLA COUNTY, FLORIDA

MIKE STEWART
Chairman

ATTEST:

APPROVED TO FORM:

BRENT X. THURMOND
Clerk of Court

HEATHER J. ENCINOSA
County Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR WAKULLA COUNTY FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Wakulla County, Florida, on September 21, 2020, adopted Fiscal Year Final Millage Rates as required by Florida Statutes, s. 200.065; and

WHEREAS, the Board of County Commissioners of Wakulla County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2020/2021 in the amount of _____.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Wakulla County, Florida, that:

1. The Fiscal Year 2020/2021 Final countywide budget be adopted by fund as it appears in the attached Exhibit A.
2. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 21st day of September 2020.

BOARD OF COUNTY COMMISSIONERS OF
WAKULLA COUNTY, FLORIDA

MIKE STEWART
Chairman

ATTEST:

APPROVED TO FORM:

BRENT X. THURMOND
Clerk of Court

HEATHER J. ENCINOSA
County Attorney

WAKULLA COUNTY

FISCAL YEAR 2020/2021 PROPOSED BUDGET BY FUND

Total Fund Expenditures
Exhibit "A"

Fund	FY19/20		FY20/21	FY20/21 over FY19/20	
	Actual thru 6/30	Final Budget	Proposed Budget	\$ Increase (Decrease)	% Increase (Decrease)
General Fund	23,980,506	27,606,637	29,995,250	2,388,613	8.65%
Building Department Fund	651,964	983,028	956,500	(26,528)	-2.70%
Revenue Stabilization Fund	-	605,520	1,192,485	586,965	96.94%
Justice Assistance Grant Fund	4,624	44,500	72,500	28,000	62.92%
Recreation Activities Fund	55,424	96,300	88,900	(7,400)	-7.68%
Ambulance Grant Fund	38,425	40,980	10,000	(30,980)	-75.60%
Mosquito Control Fund	53,631	105,500	130,822	25,322	24.00%
Boating Improvement Fund	40,057	340,700	338,000	(2,700)	-0.79%
S.H.I.P. Funds	456,208	2,071,768	1,871,268	(200,500)	-9.68%
Disaster Relief Fund	8,514	1,773,249	11,732,196	9,958,947	561.62%
BP Restore Act Fund	977,941	3,099,114	3,249,114	150,000	4.84%
Sheriff Fund	9,399,293	12,506,665	12,715,733	209,068	1.67%
Court Related	234,493	516,663	519,068	2,405	0.47%
Law Enforcement Education	13,887	379,708	493,256	113,548	29.90%
Road & Bridge Fund	1,884,524	3,343,630	3,514,562	170,932	5.11%
MSBU - Fire Fund	1,158,668	1,971,114	1,906,297	(64,817)	-3.29%
Tourist Development Fund	119,266	324,000	383,030	59,030	18.22%
E-911 Fund	144,417	566,000	637,500	71,500	12.63%
Capital Projects Fund	56,612	567,262	567,262	-	0.00%
Impact Fees Fund	4,077	60,355	56,279	(4,076)	-6.75%
One Cent Sales Tax Fund	2,702,023	5,984,769	5,616,200	(368,569)	-6.16%
Road Paving Fund	1,135,601	4,383,172	5,727,790	1,344,618	30.68%
Wastewater Fund	28,796,435	31,520,953	15,658,079	(15,862,874)	-50.32%
Water Fund	953,489	736,248	50,000	(686,248)	-93.21%
Solid Waste Fund	1,792,567	3,025,640	3,044,845	19,205	0.63%
Total	74,662,647	102,047,955	99,334,451	(2,713,504)	-2.66%

Special Revenue Funds

Special Revenue Funds

Capital Projects

Capital Projects

Enterprise

Enterprise

**WAKULLA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

**SECOND PUBLIC HEARING ON THE FY2020/2021 FINAL MILLAGE RATE AND
FINAL BUDGET**

**September 21, 2020 – 5:01 P.M.
Wakulla County – Commission Chambers**

Public Hearing Agenda

CHAIRMAN:

This is the second of two required public hearings on the Wakulla County Budget for Fiscal Year 2020/2021. If you wish to speak during the public hearing portion of this meeting, please step forward at the appropriate time.

The final aggregate millage rate is 8.0000 mills which is 3.87% more than the aggregate rolled-back millage rate of 7.7022 mills.

Now the County Administrator will read the final millage rate into the public record.

COUNTY ADMINISTRATOR:

The proposed Board of County Commissioners of Wakulla County final countywide millage rate is 8.0000 mills which is 3.87% more than the countywide rolled-back millage rate of 7.7022 mills.

CHAIRMAN:

I'm opening up the floor for a motion to begin the public hearing.

(Vote on the motion to open the public hearing)

At this time, the individuals that have turned in a speaker card can speak.

*(Citizens to speak) **Note:** The public must be allowed to speak and to ask questions prior to the adoption of any measures by the Board.*

Is there any discussion by the Board?

Is there a motion to close the public hearing?

(Vote on the motion to close the public hearing)

CHAIRMAN:

Florida Statutes require the Board to address the final millage rate before addressing the final budget.

The Board must vote on the millage rate and the budget separately. I will now entertain the following motions (take each one separately):

1. Approve the Board of County Commissioners FY2020/2021 final countywide millage rate of 8.0000 mills.

(Vote on the motion to approve the millage rate)

2. Approve the Board of County Commissioners FY2020/2021 final countywide budget as presented by the Administrator on July 15, 2020 and as amended through the agenda process today.

(Vote on the motion to approve the final budget)

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 1, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Somer Pell, Planning and Community Development Director

Subject: Request Board Approval to Conduct the Second of Two Public Hearings and Authorize Staff to Submit a Small Cities Community Development Block Grant (CDBG) Application for the FFY 2019 Grant Cycle, Funded through the Department of Economic Opportunity (DEO) in the Amount of \$750,000 and Approval of the Enabling Resolution

Statement of Issue:

This agenda item requests Board approval to conduct the second of two public hearings and authorize staff to submit a Small Cities Community Development Block Grant (CDBG) Application for the FFY 2019 grant cycle, funded through the Department of Economic Opportunity (DEO) in the amount of \$750,000 and approval of the Enabling Resolution.

Background:

The CDBG is a federal program that provides funding for housing and community development. In 1974, Congress created the program by passing the Housing and Community Development Act, Title I. The national objectives of the program are to:

- Benefit low- and moderate-income persons
- Prevent or eliminate slum or blight
- Address urgent community development needs.

The program, administered and funded by the United States Department of Housing and Urban Development, consists of two components:

1. Entitlement - provides funds directly to urban areas
2. Small Cities - provides funds to the states for distribution to rural areas.

The Florida Department of Economic Opportunity (DEO) administers the Florida's Small Cities Community Development Block Grant Program. This is a competitive grant program that awards funds to rural areas. Each year since 1983, Florida has received between 18 and 35 million dollars.

Wakulla County is considered a non-entitlement area and is therefore eligible for CDBG funding only through the Florida DEO. Pursuant to Small Cities CDBG program requirements, Wakulla County is eligible for a \$750,000 CDBG grant.

Agenda Request: Request Board Approval to Conduct the Second of Two Public Hearings and Authorize Staff to Submit a Small Cities Community Development Block Grant (CDBG) Application for the FFY 2019 Grant Cycle, Funded through the Department of Economic Opportunity (DEO) in the Amount of \$750,000 and Approval of the Enabling Resolution

Date: September 21, 2020

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The Florida Department of Economic Opportunity requires the County's governing body to authorize submission of a CDBG application through approval of an Enabling Resolution. This resolution serves as official endorsement by the governing body to solicit funding through federal programs to assist low to moderate income households. The County has already identified that the need for such programs like the CDBG exists within the County in documents such as its Comprehensive Plan.

Analysis:

At the August 17, 2020 Board Meeting, the BOCC authorized the preparation of an application to be submitted to DEO for a Small Cities CDBG Grant under the Housing Rehabilitation category. As a part of the federal statutory guidelines governing the CDBG, citizen's participation must be a part of the initial process prior to solidifying the details of the grant application. DEO requires that two public hearings be conducted prior to submission of the application for funding.

As a part of DEO's regulatory requirements to submit an application for funding under the Small Cities CDBG program, the County must approve an enabling resolution. This resolution declares the County's need for improved housing conditions for its low to moderate income residents.

Budgetary Impact:

The Costs associated with the CDBG application process involve public hearing advertising, at an approximate cost of \$210 per public meeting. If awarded, the grant amount is \$750,000.

Options:

1. Conduct the second public hearing and authorize staff to submit a Small Cities CDBG Application for the FFY 2019 Grant Cycle and approve the Enabling Resolution.
2. Conduct the second public hearing and do not authorize staff to submit a Small Cities CDBG Application for the FFY 2019 Grant Cycle and do not approve the Enabling Resolution.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Draft Small Cities CDBG Application
2. Draft Enabling Resolution



Florida Small Cities Community Development Block Grant (CDBG)

Application for Funding

Applicant: Wakulla County
 (Name of Local Government)

- Commercial Revitalization Housing Rehabilitation
 Neighborhood Revitalization Economic Development

Federal Fiscal Year 2019

Application Due Date: October 5, 2020

Mailing Address: Department of Economic Opportunity
 Bureau of Community Revitalization
 107 East Madison Street – MSC 400
 Tallahassee, Florida 32399-6508

Telephone: (850) 717-8405
 Fax: (850) 922-5609
 Web: <http://www.floridajobs.org/SmallCitiesCDBG>

Contents

Left click on the appropriate check boxes to indicate which parts of the application form are included in this application package.

- Part 1 – General Information
- Part 2 – Application Profile and General Scoring Criteria (Required)
- Part 3 – Sources and Uses of Non-CDBG Funds
- Part 4 – Commercial Revitalization
- Part 5 – Economic Development
- Part 6 – Housing Rehabilitation
- Part 7 – Neighborhood Revitalization
- Part 8 – Certification and Score Summary (Required)
- Part 9 –Supporting Documentation (Required)
- Appendix A: Maps (Required)
- Appendix B: Local Governing Body’s Resolutions for Signature Delegation and Application Submission (Required)
- Appendix C: Comprehensive Plan Documents (Required)
- Appendix D: Public Hearing/CATF Meeting Documentation (Required)
- Appendix E: Leverage Documentation
- Appendix F: Grant Application Preparation Cost Documentation
- Appendix G: Readiness to Proceed Documentation
- Appendix H: VLI/LMI Worksheets and Survey Documentation or Census Data and Maps
- Appendix I: Documentation Related to Health and Safety Impact Score
- Appendix J: Joint Agreements/Contingency Funding Documentation/Interlocal Agreements
- Appendix K: Housing Assistance Plan (Required for all Housing Rehabilitation Applications)
- Appendix L: Historic Preservation Documents
- Appendix M: Special Designation Documentation
- Appendix N: Documentation for Economic Development Applications
- Appendix O: Documentation for Other Community Development Activities Score (Commercial Revitalization)
- Appendix P: Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)
- Appendix Q: Local Government Minority Contracting and Fair Housing Score Documentation
- Appendix R:

Part 2 – Application Profile and General Scoring Criteria

**Application Profile
Table G-1**

Local Government Contact Information:

Local Government Name: Wakulla County			
Street Address: 3093 Crawfordville Hwy.			
Mailing Address (if different):			
City: Crawfordville	Zip Code: 32327	County: Wakulla	
Main Telephone: 850-926-0919	Main Facsimile: 850-926-1528	Federal ID Number: 59-6031875	
DUNS Number: 011446479			
Local Government's Name in DUNS: Wakulla, County of			

Chief Elected Official: Mike Stewart	Title: Chairman
Telephone: 850-926-0919	Facsimile: 850-926-1528
E-mail Address: mstewart@mywakulla.com	

Local Government Financial Officer: Greg James	Title: Finance Director
Telephone: 850-926-0349	Facsimile: 850-926-1528
E-mail Address: gjames@wakullaclerk.com	

Local Government Project Contact: Somer Pell	Title: Planning and Community Development Director
Street Address: 3093 Crawfordville Hwy.	
City: Crawfordville	Zip Code: 32327
Direct Telephone: 850-926-3695	Facsimile: 850-926-1528
E-mail Address: Spell@mywakulla.com	

Application Profile – Table G-1 (Continued)

Application Preparer Information	
Preparer's Name: James F. Moseley	Organization Preparing Application: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> Private Company <input type="checkbox"/> RPC
Street Address: 1500 Mahan Dr.	
City: Tallahassee	State: FL Zip Code: 32308
Telephone: 850-681-3717	Facsimile: 352-381-8270
E-mail Address: jmoseley@govserv.com	

Consultant Information	
Consultant's Name: GSG	<input checked="" type="checkbox"/> Private Company <input type="checkbox"/> RPC
Street Address: 1500 Mahan Dr.	
City: Tallahassee	State: FL Zip Code: 32308
Telephone: 850-681-3717	E-mail Address: 352-381-8270

Demographics		
U.S. Congressional District Number: 2	Florida Senate District Number: 3	Florida House District Number: 7
Service Area Census Tract(s) and Block Group(s): To Be Determined		

Application Type: Indicate the application category. A completed application must include the appropriate section as listed below.	
<input type="checkbox"/> Commercial Revitalization (Part 4)	<input type="checkbox"/> Economic Development (Part 5)
<input checked="" type="checkbox"/> Housing Rehabilitation (Part 6)	<input type="checkbox"/> Neighborhood Revitalization (Part 7)

Application Profile – Table G-1 (Continued)

Citizen Participation – Public Hearings	
Documentation of the citizen participation activities must be included in Appendix D of Part 9.	
List the date that the public notice for the first public hearing was published: 08/06/2020	List the date when the first public hearing was held: 08/17/2020
List the date that the public notice for the second public hearing was published: 09/10/2020	List the date when the second public hearing was held: 09/21/2020

Subgrant Funding Request:	
The maximum funding request for Neighborhood Revitalization, Commercial Revitalization and Housing Rehabilitation subgrants is based on the jurisdiction's LMI population as determined by HUD. Please see the table below. The maximum subgrant funding request for Economic Development subgrants is \$1,500,000, and the cost per job created must be less than \$35,000. At the bottom of the left column, enter the actual LMI population. (Data available on CDBG website.) At the bottom of the right column, enter the actual subgrant amount being requested.	
LMI Population	Maximum Subgrant Request
1 – 499	\$600,000.00
500 – 1,249	\$650,000.00
1,250 – 3,999	\$700,000.00
4,000 – and above	\$750,000.00
Local Government's LMI Population: 9,905	Subgrant Funds Being Requested: \$ 750,000

**Application Profile
Table G-1 (Continued)**

Answer the following questions by clicking on the correct check box.		
	Yes	No
<p>Historic Preservation Will the project impact a building, public improvement or planned open space that is 50 or more years old? If yes, documentation must be provided in Appendix L of Part 9. (See instructions.)</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Interlocal Agreement Will project activities require an interlocal agreement? If yes, the interlocal agreement(s) must be provided in Appendix J of Part 9. (See instructions.)</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>State of Financial Emergency Is the local government currently identified as being in a State of Financial Emergency pursuant to Section 218.50 – 218.504, Florida Statutes? Check at http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=financial-emergencies.cfm&Directory=committees/joint/Jcia/&Tab=committees</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Grant Preparation Costs The applicant may request subgrant funds for the cost of application preparation. See instructions if funds are requested. Does the applicant wish to request subgrant funds for the cost of application preparation? If yes, documentation must be included in Appendix F of Part 9. Amount: \$ _____</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>National Flood Insurance Program Is the applicant currently participating in the National Flood Insurance Program?</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project Narrative — G-2

Describe the proposed project using the guidelines in the instructions. Specific directions for Commercial Revitalization and Economic Development application narratives can be found in the instructions. Use additional pages as needed.

Wakulla County intends to use \$750,000.00 in CDBG funding to assist residents throughout the unincorporated areas of the County with necessary housing repairs. At a minimum, 11 LMI housing units of which 2 units will be VLI (below 30% AMI), and 3 will be LI (below 50% AMI). The remainder will be below 80% AMI. All houses will be rehabilitated or replaced consistent with the adopted housing code. Assistance to housing units will be provided through construction repairs or replacement and temporary relocation of residents, as may be required. A relocation allowance will be provided to residents that must be temporarily relocated. Necessary repairs may be provided in the form of renovation of existing housing units or demolition/replacement of the entire housing unit. Currently, the grant application is budgeting \$632,500 for housing rehabilitation/replacement, \$5,000 for temporary relocation and \$112,500 administration costs. Wakulla County will also spend \$50,000 in County SHIP funds as leverage. SHIP funds will be spent after site visit and before final close out as supplemental funds for CDBG housing applicants. All housing units will be LMI or VLI meeting the national objective. The funding breakdown is as follows:

Housing Rehab/Replacement:	\$632,500.00
Relocation Expense:	\$ 5,000.00
Administration Expense:	\$112,500.00
Sub Total:	\$750,000.00
SHIP Match:	\$ 50,000.00

General Scoring Criteria — Table G-3

<p>1. Community-Wide Needs Score (CWNS) The CWNS for each non-entitlement local government is posted on the Department's website at: http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program/downloads-and-information-for-applicants (Transfer this score to line 1. of the Application Scoring Summary page – Part 8, page 4.)</p>	<p>Score: 82.28</p>
<p>2. Special Designation Score Check all applicable designations below and enter a score of 20 points if all CDBG activities will be conducted within any of the boundaries of the special designation areas checked. Documentation must be included in Appendix M of Part 9. (See instructions.) (Transfer this score to line 3a. of the Application Scoring Summary page.)</p>	<p>Score: 20</p>
<p><input checked="" type="checkbox"/> Rural Area of Opportunity (RAO)</p>	<p><input type="checkbox"/> Rural Community as defined by §288.0656, F.S.</p>
<p><input type="checkbox"/> Area of Critical State Concern pursuant to §380.05, F.S.</p>	<p><input type="checkbox"/> Florida Enterprise Zone pursuant to §290.0065, F.S.</p>
<p>3. Grant History Score: If the applicant has not had an open CDBG contract in the NR, CR, or HR categories within five years of application deadline, claim 100 points. (Transfer this score to line 3b. of the Application Scoring Summary page.)</p>	<p>Score: 0</p>
<p>4. CATF Score: The applicant can score a maximum of 10 points if it has appointed a Citizen Advisory Task Force (CATF) to provide input on all phases of the Small Cities CDBG Program process and the CATF met to discuss community needs and make recommendations to the local governing body before the application was drafted. The task force must be comprised of residents of the applying jurisdiction, and at least 51% of the members must be from LMI households. None of the members can be an elected official of the jurisdiction, and only one member can be an employee of the applicant. The CATF shall have at least five members, and at least 51% members must participate in the meeting to claim CATF points. Documentation must be included in Appendix D of Part 9. (See instructions.)</p>	
<p>4a. If the CATF met before the first public hearing was conducted and before a draft application was developed to discuss community needs and make recommendations to the local governing body as to the program area and activities that should be considered when drafting a Small Cities CDBG application, score 10 points, or</p>	<p>Score: 0</p>
<p>4b. If the CATF met before the notice for the second public hearing was published and before a draft application was finalized to make recommendations to the local governing body as to the program area and activities that should be included in its Small Cities CDBG application, score 5 points. (Transfer this score to line 3c. of the Application Scoring Summary page.)</p>	<p>If applicable, list the date that the public notice for the CATF meeting was published: N/A</p> <p>If applicable, list the date when the CATF meeting was held: N/A</p>

General Scoring Criteria — Table G-3 (Continued)

5. Outstanding Performance in Equal Employment Opportunity (EEO)			
M/WBE Contracting: The applicant may claim up to 20 points for achievement in Minority-/Women-Owned Business Enterprises (M/WBE) contracting in the most recent Small Cities CDBG subgrant that was administratively closed not more than four years before application deadline date. Review the M/WBE reports submitted to DEO for that subgrant and enter a score based on the achievement reported.			
Most Recent Administratively Closed Small Cities CDBG Contract Number: 16DB-OK-02-75-01-H 02			
\$242,540	÷	\$636,478	X 100 = 38.10 M/WBE %
Amount Awarded to M/WBE firms		Total Prime Contracts Amount	
M/WBE %		Points	
0.0 - 4.99%		0	5a. M/WBE Contracting Score: 20 (Maximum 20 points)
5.0 - 14.99%		5	
15.0 - 19.99%		10	
20.0 - 24.99%		15	
25.00%+		20	
If the applicant has not administratively closed a Small Cities CDBG subgrant within four years of the application deadline date, score 5 points.			
Local Government Minority Employment: The applicant may claim up to 60 points for meeting minority employment goals. Complete the table below to calculate the applicant's percentage of minority employees. See instructions for calculations.			
Number of Permanent Full-time Equivalent Minority Applicant Employees	÷	Number of Permanent Full-time Equivalent Applicant Employees	Applicant's Percentage of Minority Employees
7		145	= 4.83%
Enter percentage of minorities in the applicant's county: _____ %			
If the "Prorated 60 Points Score" is claimed, complete the following equation:			
Applicant's Percentage of Minority Employees	÷	Percentage of Minorities in Applicant's County	Applicant's Percentage of Minority Employees
4.83		18.3	= .2639
			X 60 = 15.84
			Points Claimed

If the applicant has three or less employees, 40 points may be claimed.		

5b. Local Government Minority Employment Score (60 Points Maximum):		
6. Outstanding Performance in Fair Housing		
The applicant may claim five points for adopting a Fair Housing Ordinance prior to the application deadline and five points for conducting a Fair Housing workshop in the 12 months prior to the application deadline. See instructions for guidelines and documentation requirements.		
	Date	Score
6a. Date Fair Housing Ordinance Adopted:	12/16/1985	5
6b. Date of Fair Housing Workshop:	09/21/2020	5
6c. Total Fair Housing (6a+6b) Score (10 Points Maximum):		
		10

Outstanding Performance in EEO and Fair Housing (5a+5b+6c) Score: 45.84
(Transfer this score to line 2. on the Application Scoring Summary page – Part 8, page 4.)
(90 points maximum)

Part 6 – Housing Rehabilitation

**Category Impact
CDBG Funds and Activity Goals Score — Table H-1**

Activity #	A Activity Name	B Enter CDBG Activity \$	C % of CDBG Project Cost (B ÷ 1)	D Goal Points	E Activity Goal Score (C x D)	F # of Housing Units To be Addressed by Activity	
01	Acquisition (in support of)	\$	%	*			
01	Acquisition in 100 Year Floodplain	\$	%	75			
04	Clearance	\$	%	35			
15	Code Enforcement	\$	%	45			
04A	Demolition (without subsequent construction)	\$	%	50			
16A	Historic Preservation - Residential	\$	%	35			
14A	Housing Rehab/Demolition/Replacement	\$632,500	99.22%	75	74.41	11	
08	Permanent Relocation as a part of Hazard Mitigation	\$	%	75			
08	Permanent Relocation – Other	\$	%	50			
14A	Potable Well Installation**	\$	%	70			
14A	Removal of Housing Architectural Barriers	\$	%	75			
14A	Septic System Installation**	\$	%	70			
14A	Sewer Hookups**	\$	%	70			
08	Temporary Relocation	\$5,000	.78%	75	.59	11	
14A	Utility Hookups, Other**	\$	%	60			
14A	Water Hookups**	\$	%	70			
1. Add Column B to get the CDBG Project Cost		\$637,500	4. Add Column E to get the Total Activity Goal Score: 75 (75 Points Maximum)				Total Unduplicated Number of Housing Units to be Addressed by All Activities
2. Enter CDBG Administrative Funds (Maximum of 15% of Total CDBG Funds Requested)		\$112,500	** Use only if no housing rehabilitation is required. Otherwise, treat as complementary activity to housing rehabilitation activity.				11
3. Add 1 and 2 for Total CDBG Funds Requested		\$750,000					

Low Income and Very Low Income Beneficiary Impact Score

<p>Option 1: Housing Rehabilitation (Housing Rehab/Demolition/Replacement)</p>
<p>5a. Number of homes to be addressed whose occupants qualify as "low income:" (Note: "low income" (LI) means the household income is between 30.01% - 50% of median income for your county)</p>
<p>"Low income" beneficiary impact points: 3 homes* X 50 = 150points (150 Points Maximum)</p>
<p>5b. Number of homes to be addressed whose occupants qualify as "very low income:" (Note: "very low income" (VLI) means the household income does not exceed 30% of median income for your county) 1 home: score = 55 points; 2 homes: score = 85 points:</p>
<p>"Very low income" beneficiary impact points: 2 home(s) = 85 points (85 Points Maximum)</p>
<p>Option 2: Hookups Only (Sewer, Water or Other Utility)</p>
<p>5c. Number of households to be hooked up whose occupants qualify as "low income:"</p>
<p>"Low income" beneficiary impact points: homes* X 7 = points (175 Points Maximum)</p>
<p>5d. Number of households to be hooked up whose occupants qualify as "very low income:"</p>
<p>"Very low income" beneficiary impact points: home(s) X 6 = points (60 Points Maximum)</p>
<p>5e. Total "Low Income" and "Very Low Income" Beneficiary Impact Score (5a+5b) or (5c+5d): 235 (235 Points Maximum)</p>
<p>* If a Recipient serves more "very low income" homes than scored on this application, those additional homes can be counted to meet the number of "low income" homes that the Recipient committed to serve.</p>

Average CDBG Cost per LMI Housing Unit

6a. Use the CDBG Funds and Activity Goal Score Spreadsheet to calculate the average CDBG LMI housing unit cost:

$$\frac{\$637500}{\text{CDBG Project Cost}} \div \frac{11}{\text{Total Number of LMI Housing Units}} = \frac{\$57,954.55}{\text{Average CDBG LMI Housing Unit Cost}}$$

Enter the appropriate score from the chart below on line 6b.

Option 1. Rehab - Average CDBG Cost Per LMI HU	Score	Option 2. Hookups - Average CDBG Cost Per LMI HU	Score
Less than \$62,250	120	Less than \$2,200	100
\$62,250 to \$65,000	105		
\$65,000 to \$66,999	90	\$2,200 to \$3,099	80
\$67,000 to \$68,999	75		
\$69,000 to \$70,999	60	\$3,100 to \$3,999	60
\$71,000 to \$72,999	45		
\$73,000 to \$74,999	30	\$4,000 to \$4,899	40
\$75,000 to \$76,999	15		
\$77,000 to \$77,999	0	\$4,900 and above	20
\$78,000 to \$78,999	-50		
\$79,000 and above	-100		

6b. Average CDBG Cost per LMI Housing Unit Score: 120

“Green” Rehabilitation Standards

7a. If the Housing Assistance Plan (HAP) requires all the minimum “green” standards identified in the instructions, **score 45 points:** 45

7b. If the HAP requires all the supplemental “green” standards identified in the instructions, **score 30 points:** 30

7c. “Green” Rehabilitation Standards (7a + 7b) Score: 75

Category Summary Score (4+5e+6b+7c=): 505

(Transfer this score to line 3e. in the HR column on the Application Scoring Summary page – Part 8, page 4.)
(Cannot exceed 505 points.)

Part 8 – Certification and Score Summary

I, the undersigned chief elected official or authorized representative of the Applicant, certify that, to the best of my knowledge, this Florida Small Cities Community Development Block Grant Application for Funding was prepared in accordance with state and federal rules and regulations, contains information that is true and correct, and has been approved by the local governing body.

I also certify that the Applicant:

Has met all citizen participation requirements contained in Chapter 73C-23, Florida Administrative Code:

Following public notice, hearings were conducted by a member of the local governing body or a duly authorized employee;

- The first public hearing was conducted to obtain citizen views about community development needs and potential uses of CDBG funding;
 - The notice for the second public hearing was published following the first public hearing. The notice included a summary of the activities that would be conducted with CDBG funds, the specific locations where those activities would take place, a line item budget, and the time and place where a copy of the draft application would be available for review; and
 - A second public hearing was conducted to obtain citizen comments on the CDBG application prior to submission.
2. Has properly conducted surveys of service areas to document LMI benefit, if applicable.
 3. Will not attempt to recover, through special assessments, capital costs of public improvements funded in whole or in part with CDBG funds.
 4. Will ensure that upon completion of housing structures addressed with CDBG funds, each housing structure will meet the local housing code.
 5. Will administer the subgrant in conformity with the Civil Rights Act of 1964 and the Fair Housing Act.
 6. Will affirmatively further fair housing and undertake one fair housing activity each quarter.
 7. Has adopted or will adopt a Community Development Plan or has adopted the Local Comprehensive Plan as its Community Development Plan.
 8. Will adopt an Anti-Displacement and Relocation Policy and will minimize the displacement of persons.
 9. Has presented accurate information and has documentation on file and readily accessible to the Department of Economic Opportunity.
 10. Has authorized the submission of this application by vote of the local governing body.
 11. Will adopt a CDBG Procurement Policy that conforms to 2 CFR 200.317 – 200.326, Sections 255.0525 and 287.055, Florida Statutes, and Rule 73C-23.0051(4), Florida Administrative Code.
 12. Has implemented a financial management system that complies with Section 218.33, Florida Statutes, and 2 CFR 200.302.

- 13. Will complete a self-evaluation of its facilities related to the Americans with Disabilities Act and adopt a Transition Plan, if applicable.
- 14. Will meet a National Objective for each funded activity other than administration and engineering prior to the administrative closeout of the subgrant.

Signature of Chief Elected Official or Designee
Signature: _____
Typed Name and Title: Mike Stewart, Chairman
Date:
If signed by a person other than the chief elected official, a copy of the resolution authorizing the person to sign the application must be included in Appendix B.

Signature of Application Preparer if not an employee of the Local Government
Signature: _____
Typed Name and Title: James F. Moseley
Name of Firm or Agency: Senior Consultant

Application Scoring Summary

This form is the Applicant's evaluation of the application score. Use the "scores" identified in the application to complete this form when you have finished filling out the application. Enter the scores or other information in the appropriate columns. When all of the scores have been transferred to this form, add the scores and enter the total.

Applicant Name: Wakulla		(For DEO Use Only) Application Number: _____					
Enter Type of Application:		<input type="checkbox"/> Commercial Revitalization <input checked="" type="checkbox"/> Housing Rehabilitation		<input type="checkbox"/> Economic Development <input type="checkbox"/> Neighborhood Revitalization			
Title/Score	Part	Page	CR	ED	HR	NR	
1. Community-Wide Needs Score (250 Points Maximum)					82.28		
2. Outstanding Performance in Equal Employment Opportunity and Fair Housing (90 points maximum)					45.84		
3. Program Impact:							
3a. Special Designation Score (20 Points Maximum)					20		
3b. Grant History Score (100 Points Maximum)					0		
3c. CATF Score (10 Points Maximum)					0		
3d. Leverage (25 Points Maximum for CR, NR and HR) (125 Points Maximum for ED)					25		
3e. Category Summary Score					505		
3f. Total Program Impact Score (3a+3b+3c+3d+3e) (660 Points Maximum)					550		
4. Total Application Score (1+2+3f) (1000 Points Maximum)					678.12		
Less Penalties Assessed (For DEO Use Only)							
Final Score (For DEO Use Only)							

APPENDIX A

MAPS

APPENDIX B
ENABLING RESOLUTION

APPENDIX C
COMPREHENSIVE PLAN – HOUSING ELEMENT

APPENDIX D
PUBLIC HEARING DOCUMENTATION

APPENDIX E
LEVERAGE DOCUMENTATION
(SHIP MATCH)

APPENDIXK
HOUSING ASSISTANCE PLAN

APPENDIX K
HOUSING ASSISTANCE PLAN

APPENDIX M
SPECIAL DESIGNATION DOCUMENTATION

APPENDIX Q
LOCAL GOVERNMENT MINORITY CONTRACTING
AND FAIR HOUSING SCORE DOCUMENTATION

RESOLUTION # _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OR COUNTY ADMINISTRATOR, IN HIS ABSENCE, TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) FOR APPROVAL OF WAKULLA COUNTY'S FFY 2019 HOUSING REHABILITATION COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Small Cities Community Development Block Grant (CDBG) program is a competitive grant program administered by the Florida Department of Economic Opportunity (DEO) that address critical housing and infrastructure needs;

WHEREAS, Wakulla County is eligible to apply to DEO for funding under the Florida Small Cities Community Development Block Grant program;

WHEREAS, Wakulla County is experiencing a need for physical housing improvements to benefit low-to-moderate income persons;

WHEREAS, the Board of County Commissioners of Wakulla County conducted a first Public Hearing on August 17, 2020, to obtain citizen input as to the type of grant application that it should submit to the DEO under the FFY 2020 Florida Small Cities CDBG Program;

WHEREAS, the Board of County Commissioners of Wakulla County conducted a second Public Hearing on September 21, 2020, to allow citizens to review and comment on a proposed FFY 2019 CDBG Housing Rehabilitation grant application;

WHEREAS, as a result of the second public hearing, the Commission agreed to submit a FFY 2019 Housing Rehabilitation CDBG Application;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Community Development Block Grant (CDBG) Program is declared to be a workable program for providing needed physical housing improvements to benefit low-to-moderate income persons indicated in the proposed Federal Fiscal Year (FFY) 2019 CDBG application.

2. That the Wakulla County Board of County Commissioners directs that the Chairman of the Board of County Commissioners or County Administrator, in his absence, is authorized to sign all necessary certifications and to execute and submit the attached CDBG application to the Florida Department of Economic Opportunity by October 5, 2020, for approval.

3. That the Chairman of the Board of County Commissioners or County Administrator, in his absence, to submit additional information in a timely manner as may be required by the Florida Department of Economic Opportunity in connection with the CDBG program.

4. That the proposed CDBG application is consistent with the local Comprehensive Plan, and that the County has an adopted Community Development Plan.

5. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 21st day of September, 2020.

WAKULLA COUNTY, FLORIDA

By: _____
Mike Stewart, Chairman

ATTEST:

Brent X. Thurmond, Clerk

APPROVED AS TO FORM

(SEAL)

Heather J. Encinosa, County Attorney

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 15, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Somerset Pell, Director, Planning and Community Development

Subject: Request Board Approval to Conduct the First of Two Public Hearings
Regarding an Ordinance Amending and Updating Existing Commercial and
Residential Zoning Districts

Statement of Issue:

This agenda item requests Board approval to conduct the first of two public hearings regarding an Ordinance amending and updating existing commercial and residential zoning districts.

Background:

The Board adopted the original zoning district regulations in 1985. Over the years, some amendments to certain zoning districts have been made. The Department has identified a deficiency related to an existing definition within the Code that is not currently contemplated as a principle use within any zoning district.

On September 14, 2020, the Planning Commission considered the proposed ordinance and voted unanimously to recommend approval.

Analysis:

The use of “boardinghouse, roominghouse, lodginghouse, or dormitory” is currently defined by the Land Development Code. It is proposed that this definition be amended and be more specifically identify the intent of this use category.

The proposed Ordinance (Attachment #1) amends certain commercial and residential zoning categories. These categories include: R-3 Multifamily Residential, C-2 General Commercial, HIC Crawfordville High Intensity Commercial, LIC Crawfordville Low Intensity Commercial, and HDR Crawfordville High Density Residential.

It should be noted that although the proposed Ordinance does not specifically amend the C-3 Heavy Commercial zoning district, the effect of the proposed amendment would also permit the use of a “boardinghouse, roominghouse, lodginghouse, or dormitory” within the C-3 zoning district as well. Currently, the C-3 Heavy Commercial zoning provides as a principle use, “Any principal use authorized by C-2 General Commercial Zoning District”.

The advertisement for this public hearing appeared in the Wakulla News on September 3, 2020 (Attachment #2).

The final public hearing regarding this matter is scheduled to occur on October 5, 2020.

Options:

1. Conduct the First of Two Public Hearings to Consider an Ordinance Amending and Updating Commercial and Residential Zoning Districts.
2. Conduct the First of Two Public Hearings and Do Not Consider an Ordinance Amending and Updating Commercial and Residential Zoning Districts.
3. Commission Direction.

Recommendation:

Option #1

Attachment(s):

1. Proposed Ordinance
2. Advertisement

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, PERTAINING TO ZONING DISTRICT REGULATIONS; AMENDING CHAPTER 2, LANGUAGE AND DEFINITIONS; AMENDING SECTION 2-4(19) RELATING TO DEFINITIONS AND TERMS; AMENDING CHAPTER 5, ARTICLE III OF THE WAKULLA COUNTY LAND DEVELOPMENT CODE, RELATING TO ZONING DISTRICTS AND REGULATIONS; AMENDING SECTION 5-32 OF THE LAND DEVELOPMENT CODE RELATING TO MULTIFAMILY RESIDENTIAL DISTRICT REGULATIONS; AMENDING SECTION 5-38 OF THE LAND DEVELOPMENT CODE RELATING TO GENERAL COMMERCIAL DISTRICT REGULATIONS; AMENDING CHAPTER 5, ARTICLE V OF THE WAKULLA COUNTY LAND DEVELOPMENT CODE, RELATING TO CRAWFORDVILLE TOWN PLAN OVERLAY DISTRICT BOUNDARIES; AMENDING SECTION 5-66 OF THE LAND DEVELOPMENT CODE RELATING TO CRAWFORDVILLE HIGH INTENSITY COMMERCIAL ZONING DISTRICT REGULATIONS; AMENDING SECTION 5-67 OF THE LAND DEVELOPMENT CODE RELATING TO CRAWFORDVILLE LOW INTENSITY COMMERCIAL ZONING DISTRICT REGULATIONS; AMENDING SECTION 5-69 OF THE LAND DEVELOPMENT CODE RELATING TO CRAWFORDVILLE HIGH DENSITY DISTRICT REGULATIONS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, zoning districts were adopted in Wakulla County on July 23, 1985 by Ordinance Number 85-4; and

WHEREAS, the Board finds it necessary to update the County's zoning district regulations and ensure consistency with the Wakulla County Comprehensive Plan and state law; and

NOW THEREFORE, be it ordained by the Board of County Commissioners of Wakulla County, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are true and correct and are hereby incorporated by reference.

SECTION 2. AMENDMENT OF SECTION 2-4(19) OF THE WAKULLA COUNTY LAND DEVELOPMENT CODE. The Board hereby amends Section 2-4(19), of the Wakulla County Land Development Code, entitled “Definitions of Terms,” as follows:

(Words that are ~~stricken out~~ are deletions; words that are underlined are additions)

Boardinghouse, roominghouse, lodginghouse or dormitory (excluding hotels and motels): Any building or part thereof, containing one or more rooming units, in which space is let by the owner or operator for a temporary or permanent basis ~~other than a hotel, motel or restaurant, where meals or lodging are provided for a fee~~ for three or more unrelated persons where no cooking or dining facilities are provided in individual rooms and common spaces are shared by the occupants.

* * *

SECTION 3. AMENDMENT OF SECTION 5-32 OF THE WAKULLA COUNTY LAND DEVELOPMENT CODE. The Board hereby amends Section 5-32, of the Wakulla County Land Development Code, entitled “R-3 Multifamily Residential District Regulations,” to include “Boardinghouse, roominghouse, lodginghouse or dormitory” as an allowable principal use.

SECTION 4. AMENDMENT OF SECTION 5-38 OF THE WAKULLA COUNTY LAND DEVELOPMENT CODE. The Board hereby amends Section 5-38, of the Wakulla County Land Development Code, entitled “C-2 General Commercial District Regulations,” to include “Boardinghouse, roominghouse, lodginghouse or dormitory” as an allowable principal use.

SECTION 5. AMENDMENT OF SECTION 5-66 OF THE WAKULLA COUNTY LAND DEVELOPMENT CODE. The Board hereby amends Section 5-66, of the Wakulla County Land Development Code, entitled “HIC Crawfordville High Intensity Commercial Zoning District Regulations,” to include “Boardinghouse, roominghouse, lodginghouse or dormitory” as an allowable principal use.

SECTION 6. AMENDMENT OF SECTION 5-67 OF THE WAKULLA COUNTY LAND DEVELOPMENT CODE. The Board hereby amends Section 5-67, of the Wakulla County Land Development Code, entitled “LIC Crawfordville Low Intensity Commercial Zoning District Regulations,” to include “Boardinghouse, roominghouse, lodginghouse or dormitory” as an allowable principal use.

SECTION 7. AMENDMENT OF SECTION 5-69 OF THE WAKULLA COUNTY LAND DEVELOPMENT CODE. The Board hereby amends Section 5-69, of the Wakulla County Land Development Code, entitled “HDR Crawfordville High Density Residential District Regulations,” to include “Boardinghouse, roominghouse, lodginghouse or dormitory” and “Community residential home (small)” as allowable principal uses.

SECTION 8. CODIFICATION IN THE CODE OF ORDINANCES. It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Wakulla County Code of Ordinances, and that the sections of this Ordinance may be renumbered to accomplish such intent.

SECTION 9. SEVERABILITY. Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

SECTION 10. EFFECTIVE DATE. A certified copy of this Ordinance shall be filed with the Department of State within ten (10) days after its enactment by the Board and shall be effective upon filing with the Department of State.

PASSED AND ADOPTED by the Board of County Commissioners of Wakulla County, Florida, this ____ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS OF
WAKULLA COUNTY, FLORIDA**

By: _____
MIKE STEWART, Chair

ATTEST:

BRENT X. THURMOND, Ex Officio
Clerk to the Board

APPROVED AS TO FORM AND CONTENT:

HEATHER J. ENCINOSA, ESQ.
County Attorney

Notice of Public Hearing Concerning a Text Amendment to the Wakulla County Land Development Code

ATTACHMENT # 2
PAGE 1 OF 1

The Wakulla County Planning Commission and Wakulla County Board of County Commissioners proposes to consider the following ordinance. Public Hearings are scheduled before the **Wakulla County Planning Commission on Monday, September 14, 2020, beginning at 7:00 P.M. and before the Wakulla County Board of County Commissioners on Monday, September 21, 2020 and Monday, October 5, 2020 beginning at 5:00 PM, or as soon thereafter as the matter can be heard.** All public hearings will be held at the County Commission Chambers located west of the County Courthouse at 29 Arran Road, Crawfordville, Florida 32327. All affected parties may appear at the public hearings, be heard, and submit evidence and written comments on the application.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, PERTAINING TO ZONING DISTRICT REGULATIONS; AMENDING CHAPTER 2, LANGUAGE AND DEFINITIONS; AMENDING SECTION 2-4(19) RELATING TO DEFINITIONS AND TERMS; AMENDING CHAPTER 5, ARTICLE III OF THE WAKULLA COUNTY LAND DEVELOPMENT CODE, RELATING TO ZONING DISTRICTS AND REGULATIONS; AMENDING SECTION 5-32 OF THE LAND DEVELOPMENT CODE RELATING TO MULTIFAMILY RESIDENTIAL DISTRICT REGULATIONS; AMENDING SECTION 5-38 OF THE LAND DEVELOPMENT CODE RELATING TO GENERAL COMMERCIAL DISTRICT REGULATIONS; AMENDING CHAPTER 5, ARTICLE V OF THE WAKULLA COUNTY LAND DEVELOPMENT CODE, RELATING TO CRAWFORDVILLE TOWN PLAN OVERLAY DISTRICT BOUNDARIES; AMENDING SECTION 5-66 OF THE LAND DEVELOPMENT CODE RELATING TO CRAWFORDVILLE HIGH INTENSITY COMMERCIAL ZONING DISTRICT REGULATIONS; AMENDING SECTION 5-67 OF THE LAND DEVELOPMENT CODE RELATING TO CRAWFORDVILLE LOW INTENSITY COMMERCIAL ZONING DISTRICT REGULATIONS; AMENDING SECTION 5-69 OF THE LAND DEVELOPMENT CODE RELATING TO CRAWFORDVILLE HIGH DENSITY DISTRICT REGULATIONS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

Copies of applications, draft ordinances, and any related public record files may be viewed at the Wakulla County Planning and Community Development Department located at 11 Bream Fountain Road, Crawfordville, FL 32327, 8 AM to 4:30 PM M/F; Phone (850) 926-3695. Any person desiring to appeal a decision of a County Board must ensure a verbatim transcript or copy is made of the testimony and exhibits presented at said hearings. Persons with a disability needing a special accommodation should contact the Wakulla County Board of County Commissioners Administration Office at least two (2) days prior to the meeting at (850) 926-0919; Hearing & Voice Impaired at 1-800-955-8771; or email at ADARquest@mywakulla.com.

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 10, 2020

To: Honorable Chairman and Members of the Board

From: Brent X. Thurmond, Clerk of Court

Subject: Approval of the Minutes from the September 8, 2020 Workshop Regarding Proposed 4-H After-School and Summer Programs

Statement of Issue:

This agenda item requests Board approval of the minutes from the September 8, 2020 Workshop Regarding Proposed 4-H After-School and Summer Programs.

Options:

1. Approve the Minutes of the September 8, 2020 Workshop Regarding Proposed 4-H After-School and Summer Programs.
2. Do Not Approve the Minutes of the September 8, 2020 Workshop Regarding Proposed 4-H After-School and Summer Programs.
3. Board Direction.

Recommendation:

Option #1

Attachment(s)

1. Draft of Minutes – September 8, 2020 Workshop Regarding Proposed 4-H After-School and Summer Programs

Board of County Commissioners
Workshop: Proposed 4-H After-School and Summer Programs
Tuesday, September 8, 2020 at 3:00 p.m.

The Board of County Commissioners in and for Wakulla County, Florida, met for a scheduled Workshop on Tuesday, September 8, 2020 with Chairman Mike Stewart presiding. Present were Commissioners Ralph Thomas, Randy Merritt, Quincee Messersmith, and Chuck Hess. Also present were County Administrator David Edwards, County Attorney Heather Encinosa, and Deputy Clerk Kelly Sessor.

The purpose of this Workshop is to provide the Board with a proposed 4-H youth development program expansion of services for an after school and summer program.

Chairman Stewart called the meeting to order at 3:00 p.m.

Dr. Rachel Pienta, 4-H Program and Greg James, Finance Director, gave a presentation to the Board about the 4-H After-School and Summer Program.

There was discussion among the County Commissioners.

The Board reached a consensus to tentatively fund the After-School Program in Panacea only. If the County receives the Grant, the Board will reconsider using the Grant money for After-School and Summer Program in Panacea.

There were no citizens that spoke.

The workshop adjourned at 4:04 p.m.

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 10, 2020

To: Honorable Chairman and Members of the Board

From: Brent X. Thurmond, Clerk of Court

Subject: Approval of the Minutes from the September 8, 2020 Special Meeting and Executive Session

Statement of Issue:

This agenda item requests Board approval of the minutes from the September 8, 2020 Special Meeting and Executive Session.

Options:

1. Approve the Minutes of the September 8, 2020 Special Meeting and Executive Session.
2. Do Not Approve the Minutes of the September 8, 2020 Special Meeting and Executive Session.
3. Board Direction.

Recommendation:

Option #1

Attachment(s)

1. Draft of Minutes – September 8, 2020 Special Meeting and Executive Session

Board of County Commissioners
Special Public Meeting
Executive Session
September 8, 2020

The Board of County Commissioners in and for Wakulla County, Florida met for a Special Board Meeting on Tuesday, September 8, 2020 at 4:00 p.m. with Chairman Mike Stewart presiding. Present were Commissioners Ralph Thomas, Randy Merritt, Quincee Messersmith, and Chuck Hess. Also present were County Administrator David Edwards, County Attorney Heather Encinosa, Special Counsel William G. Warner, a Certified Court reporter, and Deputy Clerk Kelly Sessor.

The purpose of the meeting is to discuss the pending litigation regarding the following case: *City Walk-Urban Mission, Inc. v. Wakulla County, Case No. 4:20-cv-244-MW/MAF (N.D. Fla.)*.

(CD4:05) Chairman Mike Stewart called the Executive Session to order. The County Attorney requested an attorney-client executive session to discuss a settlement proposal relating to the above litigation. In attendance at this meeting will be Commission Chairman Mike Stewart, Commissioner Ralph Thomas, Commissioner Randy Merritt, Commissioner Chuck Hess, Commissioner Quincee Messersmith, County Administrator David Edwards, County Attorney Heather Encinosa, Special Counsel William G. Warner, and a Certified Court reporter.

(CD4:05) The Executive Session Attendees exited the Chamber to a private room and the recording of the meeting was paused.

(CD4:13) The Executive Session adjourned and the Special Board Meeting was called to order.

(CD4:13) Request Board Approval of the Settlement Agreement and release relating to the matter of: *City Walk-Urban Mission, Inc. v. Wakulla County, Case No. 4:20-cv-244-MW/MAF (N.D. Fla.)*

Commissioner Merritt moved to approve the Settlement Agreement and release relating to the matter of: *City Walk-Urban Mission, Inc. v. Wakulla County, Case No. 4:20-cv-244-MW/MAF (N.D. Fla.)*; second by Commissioner Thomas and the motion passed unanimously, 5/0.

CITIZENS TO BE HEARD

None

(CD4:14) There being no further business to come before the Board, Commissioner Thomas made a motion to adjourn; second by Commissioner Merritt and the motion passed unanimously, 5/0.

The meeting adjourned at 4:14 p.m.

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 10, 2020

To: Honorable Chairman and Members of the Board

From: Brent X. Thurmond, Clerk of Court

Subject: Approval of the Minutes from the September 8, 2020 Regular Board Meeting

Statement of Issue:

This agenda item requests Board approval of the minutes from the September 8, 2020 Regular Board Meeting.

Options:

1. Approve the Minutes of the September 8, 2020 Regular Board Meeting.
2. Do Not Approve the Minutes of the September 8, 2020 Regular Board Meeting.
3. Board Direction.

Recommendation:

Option #1

Attachment(s)

1. Draft of Minutes – September 8, 2020 Regular Board Meeting

Board of County Commissioners
Regular Public Meeting
Tuesday, September 8, 2020

The Board of County Commissioners in and for Wakulla County, Florida met for a Regular Public Meeting on Tuesday, September 8, 2020 at 5:00 p.m. with Chairman Mike Stewart presiding. Present were Commissioners Ralph Thomas, Randy Merritt, Quincee Messersmith, and Chuck Hess. Also present were County Administrator David Edwards, County Attorney Heather Encinosa, and Deputy Clerk Kelly Sessor.

The Invocation and Pledge of Allegiance were provided by Commissioner Stewart.

APPROVAL OF AGENDA

(CD5:00) The County Attorney has added an Item to General Business

(CD5:00) Somer Pell pulled Item # 16

(CD5:01) Commissioner Hess pulled Item # 10 from the Consent Agenda

(CD5:01) Commissioner Merritt moved to approve the agenda as amended; second by Commissioner Thomas and the motion passed unanimously, 5/0.

CITIZENS TO BE HEARD

None

PUBLIC HEARING

(CD5:02) 1. Request Board Approval to Conduct the First Public Hearing and Adopt the FY2020/2021 Tentative Millage Rate and Tentative Budget

CHAIRMAN:

This is the first of two required public hearings on the Wakulla County Budget for Fiscal Year 2020/2021. If you wish to speak during the public hearing portion of this meeting, please step forward at the appropriate time.

The tentative aggregate millage rate is 8.0000 mills which is 3.87% more than the aggregate rolled-back millage rate of 7.7022 mills.

Now the County Administrator will read the tentative millage rate into the public record.

COUNTY ADMINISTRATOR:

The proposed Board of County Commissioners of Wakulla County tentative countywide millage rate is 8.0000 mills which is 3.87% more than the countywide rolled-back millage rate of 7.7022 mills.

CHAIRMAN:

I'm opening up the floor for a motion to begin the public hearing.

(CD5:03) Commissioner Merritt moved to approve to conduct the First Public Hearing to adopt the FY2020/2021 Tentative Millage Rate and Tentative Budget; second by Commissioner Thomas and the motion passed unanimously, 5/0.

There were no citizens to be heard.

(CD5:03) Commissioner Merritt moved to close the Public Hearing; second by Commissioner Hess and the motion passed unanimously, 5/0.

CHAIRMAN:

Florida Statutes require the Board to address the tentative millage rate before addressing the tentative budget. The Board must vote on the millage rate and the budget separately. I will now entertain the following motions (take each one separately):

(CD5:04) Commissioner Merritt moved to approve the Board of County Commissioners FY2020/2021 Tentative countywide millage rate of 8.0000 mills; second by Commissioner Hess and the motion passed unanimously, 5/0.

(CD5:04) Commissioner Merritt moved to approve the Board of County Commissioners FY2020/2021 Tentative Budget as presented on July 15, 2020 and as amended through the agenda process today; second by Commissioner Hess and the motion passed unanimously, 5/0.

***Note:** The 2nd and Final Public Hearing for approval of the Final Millage Rate and Final Budget will be held Monday, September 21, 2020 at 5:01 p.m.*

(CD5:04) 2. Request Board Approval to Conduct the Public Hearing and Adopt the Annual Rate Resolution for Solid Waste Services

Commissioner Merritt moved to approve to Conduct a Public Hearing and Adopt the Annual Rate Resolution for Solid Waste Services; second by Commissioner Hess and the motion passed unanimously, 5/0.

(CD5:06) 3. Request Board Approval to Conduct the Public Hearing and Adopt the Annual Rate Resolution for Fire Services

Commissioner Merritt moved to approve to Conduct a Public Hearing and Adopt the Annual Rate Resolution for Fire Services; second by Commissioner Hess and the motion passed unanimously, 5/0.

(CD5:07) 4. Request Board Approval to Conduct a Public Hearing and Approve the Purchase and Sale Agreement for the Acquisition of Property in Magnolia Gardens
Commissioner Merritt moved to approve to Conduct a Public Hearing and Approve the Purchase and Sale Agreement for the Acquisition of Property in Magnolia Gardens; second by Commissioner Hess and the motion passed unanimously, 5/0.

AWARDS AND PRESENTATIONS

None

CONSENT AGENDA

(CD5:08) Commissioner Merritt moved to approve the consent agenda as amended; second by Commissioner Thomas and the motion passed unanimously, 5/0.

5. Approval of Minutes from the August 17, 2020 Second FY2020/2021 Budget Development Workshop

Approve – Minutes from the August 17, 2020 Second FY2020/2021 Budget Development Workshop

6. Approval of Minutes from the August 17, 2020 Regular Board Meeting

Approve - Minutes from the August 17, 2020 Regular Board Meeting

7. Approval of Bills and Vouchers Submitted for August 12, 2020 through September 1, 2020

Approve - Payment of Bills and Vouchers Submitted for August 12, 2020 through September 1, 2020

8. Request Board Approval of a Resolution and Budget Amendment for the Small County Consolidated Solid Waste Grant Agreement Number SC031 Between the Florida Department of Environmental Protection and the County

Approve – Resolution and Budget Amendment for the Small County Consolidated Solid Waste Grant Agreement Number SC031 Between the Florida Department of Environmental Protection and the County

9. Request Board Approval of Jones Edmunds & Associates Work Authorization No. 20-26 in the Amount of \$28,020.00 for the Permit-Required Compliance and Evaluation Monitoring at the Lower Bridge Landfill

Approve - Jones Edmunds & Associates Work Authorization No. 20-26 in the Amount of \$28,020.00 for the Permit-Required Compliance and Evaluation Monitoring at the Lower Bridge Landfill

11. Request Board Approval of Jones Edmunds & Associates Work Authorization No. 20-28 in the Amount of \$33,331.00 for the Permit-Required Groundwater Compliance Monitoring and Reporting at the Otter Creek WWTF

Approve - Jones Edmunds & Associates Work Authorization No. 20-28 in the Amount of \$33,331.00 for the Permit-Required Groundwater Compliance Monitoring and Reporting at the Otter Creek WWTF

12. Request Board Approval to Apply for the 2020 Fall E911 Rural County Grant Program Funds in the Amount of \$29,930.12 for FY2020/2021 Maintenance Costs of the E911 System
Approve - Apply for the 2020 Fall E911 Rural County Grant Program Funds in the Amount of \$29,930.12 for FY2020/2021 Maintenance Costs of the E911 System

13. Request Board Approval to Apply for the 2020 Fall E911 Rural County Grant Program Funds in the Amount of \$6,120.00 for FY2020/2021 Maintenance Costs of the E911/Nice Call Recording System

Approve - Apply for the 2020 Fall E911 Rural County Grant Program Funds in the Amount of \$6,120.00 for FY2020/2021 Maintenance Costs of the E911/Nice Call Recording System

18. Request Board approval of a Memorandum of Understanding Between Tallahassee Community College and Wakulla County Granting TCC the Use of Wakulla County's Fire Rescue Training Grounds
Approve - Memorandum of Understanding Between Tallahassee Community College and Wakulla County Granting TCC the Use of Wakulla County's Fire Rescue Training Grounds

CONSENT ITEMS PULLED FOR DISCUSSION

(CD 5:08) 10. Request Board Approval of Jones Edmunds & Associates Work Authorization No. 20-27 in the Amount of \$25,493.00 for the Permit-Required Compliance Monitoring and Reporting at the Closed Medart Landfill

Commissioner Hess moved to Approve of Jones Edmunds & Associates Work Authorization No. 20-27 in the Amount of \$25,493.00 for the Permit-Required Compliance Monitoring and Reporting at the Closed Medart Landfill; second by Commissioner Merritt and the motion passed unanimously, 5/0.

GENERAL BUSINESS

(CD 5:09) 14. Request Board Approval for the BOCC to Pay Legal Invoices Incurred As a Result of 2nd Judicial Circuit Court Case # 2020 CA 00043

Commissioner Merritt moved to Approve for the BOCC to Pay Legal Invoices Incurred As a Result of 2nd Judicial Circuit Court Case #2020 CA 00043; second by Commissioner Hess and the motion passed unanimously, 5/0.

(CD 5:20) 15. Informational Update Regarding Potential Civil Action Against Brad Harvey, Suspended Wakulla County Property Appraiser

16. Request Board Direction to Draw Upon the Maintenance Agreement and Bond for the Scenic Stream Phase 3 Subdivision

This Item was from the Agenda.

(CD 5:30) 19. Request Board Approval of Recommended Revisions to the WakullaCARES Community Rapid Response Program for Individual Financial Relief Assistance
Commissioner Merritt moved to Approve the Recommended Revisions to the WakullaCARES Community Rapid Response Program for Individual Financial Relief Assistance; second by Commissioner Hess and the motion passed unanimously, 5/0.

(CD5:41) **ADD-ON:** Request Board Approval of the Right of Entry Agreement Between Jerry Moore Florida Operations, LLC and Wakulla County
Commissioner Merritt moved to Approve the Right of Entry Agreement Between Jerry Moore Florida Operations, LLC and Wakulla County; second by Commissioner Thomas and the motion passed 4/1 with Commissioners Thomas, Merritt, Stewart, and Messersmith voting for and Commissioner Hess voting against.

PLANNING AND ZONING

None

COMMISSIONER AGENDA ITEMS

(CD 5:43) 17. Commissioner Messersmith –

a. Request Board Approval of a Letter of Concurrence for the Wakulla County Historical Society to Apply for the National Park Service (NPS) Hurricane Michael Subgrant Program
Commissioner Messersmith moved to Approve a Letter of Concurrence for the Wakulla County Historical Society to Apply for the National Park Service (NPS) Hurricane Michael Subgrant Program; second by Commissioner Merritt and the motion passed unanimously, 5/0.

COUNTY ATTORNEY

None

COUNTY ADMINISTRATOR

(CD 5:44) Septic Upgrade Incentive Program update

(CD 5:45) Department of Health is doing COVID-19 testing on Tuesday's and Thursday's

(CD 5:45) Reuse at Wildwood Access Agreement update

(CD 5:46) SRF Funding Application for Train 3 at Otter Creek update

(CD 5:48) Identifying tracts of land for Fire Program

CITIZENS TO BE HEARD

None

DISCUSSION ISSUES BY COMMISSIONERS

(CD 5:49) COMMISSIONER HESS – Request Board Approval to Direct Staff to revise the policy concerning the Volunteers with Parks and Recreation

Commissioner Hess moved to Approve to Direct Staff to revise the policy concerning the Volunteers with Parks and Recreation; second by Commissioner Merritt for discussion.

(CD 6:02) Commissioner Merritt withdraws his second. Motion failed for lack of second.

(CD6:03) There being no further business to come before the Board, Commissioner Merritt made a motion to adjourn; second by Commissioner Thomas and the motion passed unanimously, 5/0.

The meeting adjourned at 6:03 p.m.

Board of County Commissioners

Agenda Request

Date of Meeting: September 8, 2020

Date Submitted: August 20, 2020

To: Honorable Chairman and Members of the Board

From: Brent X. Thurmond, Clerk of Court

Subject: Ratification of Payment of the Bills and Vouchers Submitted for September 2, 2020 through September 15, 2020

Statement of Issue:

This agenda item requests Board ratification of payment of the bills and vouchers submitted for September 2, 2020 through September 15, 2020.

Background:

It is the policy of the Board to pre-approve payment of the bills and vouchers prior to the release of funds.

Options:

1. Ratify the bills and vouchers submitted for September 2, 2020 through September 15, 2020.
2. Do not ratify the bills and vouchers submitted for September 2, 2020 through September 15, 2020.
3. Board Direction.

Recommendation:

Option #1

Attachment(s)

1. Statement of the bills and vouchers for September 2, 2020 through September 15, 2020

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: August 27, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Brandy King, , Fiscal Operations Director
Thomas Herndon, TDC Outreach Coordinator

Subject: Request Board Approval to Enter Into a Licensing Agreement with Collin G. Johnson Granting Wakulla County the Exclusive Performance Rights to the Song “Wakulla County”

Statement of Issue:

This agenda item requests Board Approval to enter into a Licensing Agreement (Attachment #1) with Collin G. Johnson granting Wakulla County the exclusive performance rights to the song “Wakulla County”.

Background:

In September 2019, the Tourist Development Council (TDC) voted that a song depicting Wakulla County’s heritage and nature-based activities would be another marketing avenue reaching out to ecotourist and educational tourism. Through social media, radio, and live performances this would attract potential visitors seeking an exclusive outdoor and history-based adventure.

Analysis:

The proposed Licensing Agreement grants the County the exclusive and perpetual mechanical, synchronization, use, and performance rights of the Song “Wakulla County” for a one-time fee of \$1,200.00. In addition, Mr. Collin Johnson also agrees to perform and record a cover of the Song for the County. Upon approval of the Agreement, the County and Mr. Collin Johnson will agree to a date and time to record the song, which shall be within 90 days of the date of the Agreement. The County will be responsible for all costs associated with the recording and studio production of the cover of the Song which is anticipated to be approximately \$600.00. The music video will be produced as a visual aid and displayed when attending tradeshow, festivals, and events.

It should also be noted that Mr. Johnson will continue to sing “Wakulla County” at his current place of employment which is the Florida Department of Environmental Protection where he is a Park Ranger at the Edward Ball Wakulla Springs State Park. Mr. Johnson primarily performs “Wakulla County” as passengers embark on a historical boat tour around the Springs.

Budgetary Impact:

Upon approval, the Licensing Agreement cost of \$1,200.00 will be paid from the TDC’s operating budget which is funded in its entirety from the Tourist Development Tax. Additionally,

approximately \$600.00 will also be funded from the TDC’s operating budget for the recording and studio production.

Options:

1. Approve the Licensing Agreement with Collin G. Johnson Granting Wakulla County the Exclusive Performance Rights to the Song “Wakulla County”.
2. Do Not Approve the Licensing Agreement with Collin G. Johnson Granting Wakulla County the Exclusive Performance Rights to the Song “Wakulla County”.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Licensing Agreement

LICENSE AGREEMENT

This license agreement (hereafter referred to as the "AGREEMENT") is made between Wakulla County, a charter county and political subdivision of the State of Florida (hereafter referred to as the "County") and the copyright owner(s) Collin Gust Johnson who resides at 10 Maxson Rd. Crawfordville, Fl 32327 (hereafter referred to as the "LICENSOR"), in regards to the musical composition and recording embodied in the song "Wakulla County", which is attached hereto as Exhibit A, (hereafter referred to as the "Song") on the date of the signing of this agreement set forth below.

SECTION 1. COVENANTS AND WARRANTIES.

(A) LICENSOR guarantees that it owns and controls the rights represented herein with respect to the recordings and the musical compositions in the Song and has the rights to record, exploit, utilize, and transfer the Song as contemplated herein.

(B) LICENSOR guarantees that they have all the necessary rights and authority to enter into this Agreement and grant all of rights herein.

(C) LICENSOR guarantees that the Song and the rights granted to the COUNTY herein do not violate or infringe the proprietary or contractual rights of any third party and LICENSOR has no agreements or understandings with any third party that would allow such third party to make a claim to the Song or a claim for payments by the COUNTY for any of the rights granted herein.

(D) LICENSOR shall indemnify the COUNTY and its respective officers, directors, employees, agents, and contractors from and against any claims, actions, suits, damages, liabilities, costs, and expenses (including reasonable legal expenses and attorney fees), relating to or arising from: (i) any breach or alleged breach by LICENSOR of this Agreement or undertakings hereunder, (ii) any negligence, misinterpretation or willful misconduct by LICENSOR in entering into this Agreement, (iii) failure of representations made by LICENSOR in this Agreement to be true and accurate, (iv) any claims by a third party that the LICENSOR's work violate or infringe their proprietary or contractual rights and by consequence, are mistakenly directed at the COUNTY.

SECTION 2. GENERAL TERMS

(A) The LICENSOR hereby grants the COUNTY, the exclusive and perpetual mechanical, synchronization, use, and performance rights of the Song, including, but not limited to: (1) right to publicly perform or have performed, record, re-record, duplicate and release the Song, or portions thereof, as part of a production live or in whatever medium(s) necessary (i.e. video tape, film, CD-ROM, DVD, MP3; (2) right to use the Song, or portions thereof, as a soundtrack "synced" with visual images as part of a production; (3) right to use, broadcast, as reproduce the Song, or portions thereof, as part of the public viewing or broadcast of a production (including but not limited to TV shows, radio, videos, DVDs, internet Web Sites, podcasts, multimedia presentations, and films); and (4) right to use and broadcast the Song, or portions thereof, as a part of any advertising or other commercial application.

(B) The LICENSOR hereby agrees to perform and record a cover of the Song for the COUNTY and grants the COUNTY the exclusive and perpetual mechanical, synchronization, use, and performance rights of the LICENSOR's cover of the Song, as set forth in Section 2(A) above. The LICENSOR and the COUNTY will agree to a date and time for LICENSOR to record the song, which shall be within 90 days of the effective date of this Agreement. The COUNTY shall be responsible for all costs associated with the recording and studio production of the LICENSOR's cover of the Song.

(C) The LICENSOR grants the COUNTY an exclusive perpetual license to use the Song identified herein and the LICENSOR's cover of the Song once recorded.

SECTION 3. RIGHTS NOT INCLUDED IN THIS AGREEMENT. The rights granted to the COUNTY do not permit the COUNTY to (1) claim authorship of the music represented under this AGREEMENT; (2) transfer, share or sub-lease this license agreement with any other party, except that the Song and the rights granted to the COUNTY herein may be granted by the COUNTY to any COUNTY department, district, board, or other entity under the control of the County, including the Wakulla County Tourist Development Council; (3) copy or duplicate the Song except for use in the COUNTY'S performances or productions; or (4) permit any other individual or third party the right to use the Song in place of the COUNTY, except that the Song and the rights granted to the COUNTY herein may be granted by the COUNTY to any COUNTY department, district, board, or other entity under the control of the County, including the Wakulla County Tourist Development Council.

SECTION 4. TERRITORY. The territory of this Agreement is the entire universe.

SECTION 5. CREDITS. The COUNTY is not required to credit the Song to the composer, publisher, or LICENSOR in the COUNTY's performances or productions (in liner notes, rolling credits, verbal acknowledgment, etc.).

SECTION 6. DATES. The term of the contract is effective on date the last party executes the Agreement, as noted below.

SECTION 7. FEES. The COUNTY agrees to pay the LICENSOR a one-time fee of \$1,200.00. The COUNTY will not owe any future additional royalties or fees to the LICENSOR for future use of the Song within the terms of this AGREEMENT.

SECTION 8. GOVERNING LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Wakulla County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

SECTION 9. SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement

and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

SECTION 10. ENTIRETY OF AGREEMENT. The COUNTY and the LICENSOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and LICENSOR pertaining to the subject matter of this Agreement.

SECTION 11. MODIFICATION. The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and LICENSOR. Such modifications shall be in the form of a written amendment executed by both parties.

SECTION 12. SUCCESSORS AND ASSIGNS. The COUNTY and LICENSOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year written below.

Licensor

By: _____
Collin Gust Johnson

Date: _____

Wakulla County

By: _____
Mike Stewart,
Chairman of the Wakulla County Board of County Commissioners

Date: _____

EXHIBIT A

THE SONG

“Wakulla County”

I wanna tell you about a place
Wakulla County!
We've got beaches and springs.
Historic towns and beautiful forests.

We've got manatees.
Ancient bald cypress trees.
Spanish moss, hanging down.
Look at that bald eagle flying around!

In Wakulla County, Wakulla County!
Come have a taste of a beautiful place.
In Wakulla County!

We've got the world's biggest spring.
We've got Shell Point Beach, it's amazing
We've got festivals all year long.
From Panacea to Sopchoppy, it's so much fun!
We've got the St. Marks Lighthouse on Apalachee Bay
Look at those sable palms swaying on a sunny day!

Here in Wakulla County, Wakulla County!
Come have a slice of paradise.
In Wakulla County!

Come and visit!

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 8, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Brandy King, Fiscal Operations Director

Subject: Request Board Approval to Award RFQ #2020-17 Professional Engineering Services to Dewberry Engineers, Inc. to Plan, Design, Permit, and Provide Construction Inspection Services for the Wakulla Gardens Phase III Septic to Sewer Project

Statement of Issue:

This agenda item requests Board approval to award RFQ #2020-17 Professional Engineering Services to Dewberry Engineers, Inc. to plan, design, permit, and provide construction inspection services for the Wakulla Gardens Phase III Septic to Sewer Project.

Background:

Wakulla County has been identified by the Northwest Florida Water Management District (NFWFMD) and Department of Environmental Protection (DEP) as a stakeholder under the Florida Springs and Aquifer Protection Act. As a stakeholder, NFWFMD and DEP have determined that upgrade or elimination of septic systems is necessary to achieve nutrient water quality objectives.

On May 18, 2020, the Board approved acceptance of a grant agreement with NFWFMD to connect approximately 212 households in Wakulla Gardens subdivision to Wakulla County's central sewer system on a cost reimbursement basis not to exceed \$5,726,604.00.

The Consultants' Competitive Negotiation Act (CCNA) was established in 1971 as a qualification based public procurement method for acquisition of professional architectural, engineering, landscaping, surveying and mapping services.

In accordance with section 287.055 of the Florida Statute, staff issued RFQ #2020-17 on June 4, 2020 seeking proposals from qualified firms to provide professional engineering services in Wakulla County to provide, planning, design, permitting, engineering, and construction inspection services for the Wakulla Gardens Phase III Septic to Sewer Project.

An advertisement was placed in the Tallahassee Democrat on June 4, 2020, along with posting on the Wakulla County Website. In addition, all vendors listed on the County's Active Vendor List were notified via e-mail. The proposals were due on July 7, 2020 at 3:00p.m. and were submitted to the Selection Committee for evaluation.

The Selection Committee consisted of Mike King, Road & Bridge Director; Nannette Watts, Public Works Administration Director; and Ned Nobles, ESG Operations, Inc. Based upon its review using a weighted criterion, the Selection Committee recommended Dewberry Engineers, Inc.

At the August 3, 2020 Board Meeting, the Board approved the County Administrator to enter into negotiations with Dewberry Engineers, Inc. to negotiate a fair, competitive and reasonable contract. On August 28, 2020, representatives from Dewberry Engineers, Inc. submitted a cost proposal for the work required by RFQ #2020-17 (Attachment #1).

Analysis:

The NFWFMD Grant Agreement budget for the design and permitting, bidding and contractor selection, and project management is \$539,629.00. The cost proposal from Dewberry Engineers is \$539,720.00 based upon the estimated man hours of the professional positions required to complete the work. However, Dewberry has agreed to complete this project for the amount available in the grant budget, \$539,629.00. Staff has also conducted a detailed analysis of the cost of the professional services required in addition to considering the scope and complexity of the services. The hourly rates proposed by Dewberry are comparable to those that were received in RFQ #2017-26 which sought continuing professional consulting services for engineering (Attachment #2). The hours to complete each task are based on Dewberry's professional judgement and experience with similar projects and appears reasonable based on the amount of field work, volume of engineering work to be performed, and services to be provided to the County. Staff has found the compensation requested by Dewberry to be fair, competitive, and reasonable.

The individual tasks are itemized as follows:

- Task 1: Design and Permitting
 - Subtask 1A: Survey
 - Obtain topographic survey of project area with points of interest
 - Provide County with copy of signed and sealed survey of proposed project area
 - Subtask 1B: Design
 - Meet with County during design phase to ensure compliance with County standards
 - Provide Preliminary Layout, 60%, 90%, and 100% plans to County for review and comment
 - Size and layout gravity sewer collection system
 - Design force main size and route to connection into existing sewer system
 - Design lift station to include sizing pumps and wet well along with on-site electrical design
 - Provide road and drainage restoration plans

- Assist County with determining any property or easements necessary to construct the proposed project and aid, as needed, with property acquisition
 - Perform geotechnical investigation of site to determine subsurface conditions
 - Subtask 1C: Permitting
 - Coordinate with permitting agencies and submit permit applications
 - Does not include any fees associated with acquiring the necessary permits from applicable agencies
- Task 2: Bidding and Contractor Selection
 - Subtask 2A: Bid Documents
 - Prepare bid tabulations and technical specifications for County to utilize in the Invitation to Bid documents.
 - Subtask 2B: Pre-bid Meeting
 - Conduct pre-bid meeting with prospective contractors and County staff
 - Formally respond to prospective contractors during bid process
 - Subtask 2c: Contract Execution
 - Review submitted bids and provide recommendation to County
- Task 3: Project Management
 - Subtask 3A: Inspection
 - Advise the County on any Contractor non-compliance concerns and work with the County and Contractor on resolving any such issues
 - Perform at least bi-weekly on-site meetings with the Contractor(s)
 - Prepare daily, weekly, and monthly inspection reports, including approved rain days
 - Review construction materials, testing, as-built, etc. to ensure the work in conformance with Construction contract, design specifications, and permits.
 - Advise the County immediately of any issues with the Contractor(s) performance and work with the County and Contractor(s) to successfully resolve any issues
 - Ensure the Contractor builds to the Construction contract and design specifications or get County and/or District's approval of any design or specification modifications or changes due to unanticipated or unforeseen circumstances
 - Subtask 3B: Contract Management
 - Review and approve Contractor(s) pay application before submitting to County for payment
 - Review change orders and obtain County and, if necessary, District approval before approving any Change Order

- Subtask 3C: Construction Engineering
 - Schedule and conduct the pre-construction meeting with the County, Contractor, and any other pertinent personnel/company
 - Address and resolve all issues that arise at the meeting with appropriate offices, agencies, and District
 - Prepare agenda and minutes of the meeting, including a list of all attendees
 - Provide the Contractor a list of all forms and reports due and when they should be submitted and to whom
 - Review constructability concerns encountered during construction and provide recommendations as necessary
- Subtask 3D: Invoicing, Project Reporting, and Closeout
 - Invoice the County monthly for services provided. Attach to the invoice a brief summary of project activities, services based and cost by contract deliverable and task.
 - Perform all project closeout activities with all permitting agencies, the County, District, and the Contractor(s)
 - Assist with preparation of District quarterly reports

Staff is recommending approval of the Contract for Professional Consulting Services with Dewberry Engineers, Inc. (Attachment #3).

Budgetary Impact:

If approved, the cost of the Contract with Dewberry is \$539,629.00. This project is funded under a grant issued by the NFWFMD, at a maximum reimbursement of \$5,726,604.00. A segregated fund has been established as a subcomponent fund of the sewer operating fund and all transactions associated with this project will be recorded there.

Options:

1. Approve to Award RFQ #2020-17 Professional Engineering Services to Dewberry Engineers, Inc. to Plan, Design, Permit, and Provide Construction Inspection Services for the Wakulla Gardens Phase III Septic to Sewer Project.
2. Do Not Approve to Award RFQ #2020-17 Professional Engineering Services to Dewberry Engineers, Inc. to Plan, Design, Permit, and Provide Construction Inspection Services for the Wakulla Gardens Phase III Septic to Sewer Project.
3. Board Direction.

Recommendation:

Option #1

Request Board Approval to Award RFQ #2020-17 Professional Engineering Services to Dewberry Engineers, Inc. to Plan, Design, Permit, and Provide Construction Inspection Services for the Wakulla Gardens Phase III Septic to Sewer Project

September 21, 2020

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Attachment(s):

1. Dewberry Engineers Cost Proposal
2. Hourly Rate Comparison
3. Contract for Professional Consulting Services

EXHIBIT A
SCOPE OF SERVICE TO BE RENDERED

A. SUMMARY OF SERVICES TO BE RENDERED

This scope of services addresses the necessary planning, design, permitting, engineering, and inspection services required for the connection of approximately 420 residential lots in the Wakulla Gardens subdivision referred to as Wakulla Gardens Phase III.

Tasks associated with this project include the following:

- Task 1: Design and Permitting
 - Subtask 1A: Survey
 - Obtain topographic survey of project area with points of interest
 - Provide County with copy of signed and sealed survey of proposed project area

Task 1A Subtotal: \$66,680.00
 - Subtask 1B: Design
 - Meet with County during design phase to ensure compliance with County standards
 - Provide Preliminary Layout, 60%, 90%, and 100% plans to County for review and comment
 - Size and layout gravity sewer collection system
 - Design forcemain size and route to connection into existing sewer system
 - Design lift station to include sizing pumps and wet well along with on-site electrical design
 - Provide road and drainage restoration plans
 - Assist County with determining any property or easements necessary to construct the proposed project and aid, as needed, with property acquisition
 - Perform geotechnical investigation of site to determine subsurface conditions

Task 1B Subtotal: \$281,600.00
 - Subtask 1C: Permitting
 - Coordinate with permitting agencies and submit permit applications
 - Does not include any fees associated with acquiring the necessary permits from applicable agencies

Task 1C Subtotal: \$9,520.00

Task 1 Total Cost: \$357,800.00

- Task 2: Bidding and Contractor Selection
 - Subtask 2A: Bid Documents
 - Prepare bid tabulations and technical specifications for County to utilize in the Invitation to Bid documents.

Task 2A Subtotal: \$3,720.00
 - Subtask 2B: Pre-bid Meeting
 - Conduct pre-bid meeting with prospective contractors and County staff
 - Formally respond to prospective contractors during bid process

Task 2B Subtotal: \$1,320.00
 - Subtask 2C: Contract Execution
 - Review submitted bids and provide recommendation to County

Task 2C Subtotal: \$1,280.00

Task 2 Total Cost: \$6,320.00
- Task 3: Project Management
 - Subtask 3A: Inspection
 - Advise the County on any Contractor non-compliance concerns and work with the County and Contractor on resolving any such issues
 - Perform at least bi-weekly on-site meetings with the Contractor(s)
 - Prepare daily, weekly, and monthly inspection reports, including approved rain days
 - Review construction materials, testing, as-built, etc. to ensure the work in conformance with Construction contract, design specifications, and permits.
 - Advise the County immediately of any issues with the Contractor(s) performance and work with the County and Contractor(s) to successfully resolve any issues
 - Ensure the Contractor builds to the Construction contract and design specifications or get County and/or District's approval of any design or specification modifications or changes due to unanticipated or unforeseen circumstances

Task 3A Subtotal: \$156,800.00
 - Subtask 3B: Contract Management
 - Review and approve Contractor(s) pay application before submitting to County for payment
 - Review change orders and obtain County and, if necessary, District approval before approving any Change Order

Task 3B Subtotal: \$11,040.00

- Subtask 3C: Construction Engineering
 - Schedule and conduct the pre-construction meeting with the County, Contractor, and any other pertinent personnel/company
 - Address and resolve all issues that arise at the meeting with appropriate offices, agencies, and District
 - Prepare agenda and minutes of the meeting, including a list of all attendees
 - Provide the Contractor a list of all forms and reports due and when they should be submitted and to whom
 - Review constructability concerns encountered during construction and provide recommendations as necessary

Task 3C Subtotal: \$5,440.00

- Subtask 3D: Invoicing, Project Reporting, and Closeout
 - Invoice the County monthly for services provided. Attach to the invoice a brief summary of project activities, services based and cost by contract deliverable and task.
 - Perform all project closeout activities with all permitting agencies, the County, District, and the Contractor(s)
 - Assist with preparation of District quarterly reports

Task 3D Subtotal: \$2,229.00

Task 3 Total Cost: \$175,509.00

B. PROJECT COST SUMMARY

Task 1: Design and Permitting	\$ 357,800.00
Task 2: Bidding and Contractor Selection	\$ 6,320.00
Task 3: Project Management	\$ 175,509.00
LUMP SUM TOTAL:	\$ 539,629.00

C. PROJECT SCHEDULE:

- Preliminary Design (30%) - complete 5 months from notice to proceed
- Preliminary Design (60%) - complete 8 months from notice to proceed
- Preliminary Design (90%) - complete 10 months from notice to proceed
- Final Design - complete 12 months from notice to proceed
- Bid Services - complete 14 months from notice to proceed
- Construction - Contract Admin complete 26 months after construction notice to proceed

D. EXCLUSIONS

- Permitting fees
- Wetlands delineation

- Title searches
- Phase I Environmental
- As-built surveys

**CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

This Contract is made and entered into this _____ day of _____, 2020, by and between THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA (“BOARD”), a political subdivision of the State of Florida, located at 3093 Crawfordville Highway, Crawfordville, Florida 32327, and Dewberry Engineers, Inc., whose principal place of business is at 30684 Central Avenue E, Blountstown, FL, 32424 (the “Consultant”), whose Federal I.D. number is 13-0746510, in connection with Wakulla County Request for Qualifications No. 2020-17 and the professional services set forth therein.

W I T N E S S E T H

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

WHEREAS, after due review of the proposals, the Board selected a firm for professional consulting services; and

WHEREAS, Consultant is the firm selected; and

WHEREAS, Wakulla County (“County”) desires to obtain the professional consulting services of the Consultant through December 31, 2022 for engineering study services.

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

**ARTICLE ONE
CONSULTANT’S RESPONSIBILITY**

1.1. Consultant shall provide to County professional engineering consulting services for the duration of the Contract.

1.2. The Basic Services required under this Contract to be performed by Consultant shall be those set forth in Article Two for identified County projects (“Project”).

1.3. The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Exhibit A, “Basis of Compensation” which is attached hereto and incorporated herein.

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

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

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

Justin Ford, P.E.

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

1.7 Consultant shall notify the County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Justin Ford, P.E.

Trevor Burch, P.E.

1.8. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

1.9. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Contract shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict. At the County's request, Consultant shall, at no additional cost to County, re-perform

services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

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

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

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

ARTICLE TWO BASIC AND ADDITIONAL SERVICES OF CONSULTANT

As authorized or required by the County, Consultant shall furnish or obtain from others Basic Services of the types listed in this Article Two. These services will be paid for by the County as indicated in Article Five and Exhibit A. The following Section 2.1, is considered Basic Services and Section 2.2 is considered Additional Services:

2.1. Design Studies and Reports.

Consultant shall:

- a. Consult with County to define and clarify County's requirements for the Project and available data.
- b. Advise County as to the necessity of County obtaining from Consultant Additional Services described in Article Two of this Agreement, including, but not limited to probings, subsurface explorations, special permits, or other similar investigations.
- c. Identify, consult with, and analyze requirements of County to approve the portions of the Project designed or specified by Consultant, including but not limited to mitigating measures identified in the environmental assessment.

- d. Identify and evaluate all reasonable alternate solutions available to County and, after consultation with County, recommend to County those solutions which in Consultant's judgment meet County's requirements for the Project.
- e. Prepare a preliminary Consulting Report (the "Report") which will, as appropriate, contain schematic layouts, sketches, operation and maintenance costs, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to County which Consultant recommends. For each recommended solution Consultant will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Consultant and its Consultants; and, on the basis of information furnished by County, a summary of allowances for other items and services included within the definition of Total Project Costs.
- f. Furnish three (3) review copies of the Report and any other deliverables to County within the timeframe established and review it with County.
- g. Revise the Report and any other deliverables in response to County's comments, as appropriate, and furnish three (3) copies of the revised Report and any other deliverables to the County within the timeframe established.

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

2.2. Additional Services.

If not otherwise included in the Basic Services outlined in Sections 2.1 Consultant shall furnish the following additional services:

- a. Preparation of applications and supporting documents (except those already to be furnished under this Contract) for private or governmental grants, loans, bond issues or advances in connection with the Project.
- b. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, County's schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
- c. Preparation and submission of information to and necessary consultations with the local Transportation Department, Florida Department of Environmental Protection, Florida

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

- d. Providing renderings or models for County's use.
- e. Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting County in obtaining process licensing.
- f. Furnishing services of independent professional associates and consultants for other than the contract services to be provided by Consultant hereunder.
- g. Services during out-of-town travel required of Consultant and directed by County, other than visits to the Project site or County's office.
- h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.
- i. Providing any type of property surveys, aerial photography or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.
- j. Preparation of operating, maintenance and staffing manuals, except as otherwise provided for herein.
- k. Preparing to serve or serving as a consultant or witness for County in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).
- l. Additional services rendered by Consultants in connection with a Project, not otherwise provided for in this Contract or not customarily furnished in accordance with generally accepted engineering practice.

ARTICLE THREE COUNTY'S RESPONSIBILITIES

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Contract (hereinafter referred to as the "County's Representative"). The County's Representative shall have authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to

issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- a. The scope of services to be provided and performed by the Consultant hereunder;
- b. The time the Consultant is obligated to commence and complete all such services;
or
- c. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

- a. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Contract;
- b. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- c. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;
- d. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Contract; and
- e. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

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

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

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

Brandy King, Fiscal Operations Director

3093 Crawfordville Highway, Crawfordville, FL 32327

**ARTICLE FOUR
TERM AND TIME**

4.1 The term of this Agreement shall commence on _____ and continue until December 31, 2022 unless otherwise terminated as provided herein. At the County's sole discretion, the term of this Agreement may be extended for an additional one (1) year term under the same terms and conditions as provided herein.

4.2 Services to be rendered by Consultant shall be commenced subsequent to the execution of written Notice to Proceed from County for all or any designated portion of the Project and shall be performed and completed in accordance with the Project Schedule.

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

4.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

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

**ARTICLE FIVE
COMPENSATION**

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

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

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

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

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the Contract and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

5.6 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

ARTICLE SIX WAIVER OF CLAIMS

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Consultant as

unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

**ARTICLE SEVEN
TRUTH IN NEGOTIATION REPRESENTATIONS**

7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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

**ARTICLE EIGHT
TERMINATION OR SUSPENSION**

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

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

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

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

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

ARTICLE NINE PERSONNEL

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

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

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

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

**ARTICLE TEN
SUBCONTRACTING**

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

**ARTICLE ELEVEN
FEDERAL AND STATE TAX**

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

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

**ARTICLE TWELVE
OWNERSHIP OF DOCUMENTS**

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

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

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

b. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Consultant does not transfer all records to the County.

d. Transfer, at no cost, to County all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Consultant keeps and maintains public records upon the conclusion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records that would apply to the County.

e. If Consultant does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Consultant fails to provide records when requested, the Consultant may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919, JWelch@MYWAKULLA.COM, 3093 CRAWFORDVILLE HIGHWAY, CRAWFORDVILLE, FL, 32327.

ARTICLE THIRTEEN MAINTENANCE OF RECORDS

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

ARTICLE FOURTEEN INSURANCE

14.1. During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by County, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the County. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance

policies required shall be provided to the County, on a timely basis, if required by the County. These Certificates and policies shall contain provisions that sixty (60) days' written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the County applicable to this Project.

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

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

14.4. If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Consultant sixty (60) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the County may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

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

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

14.7. Required Insurance

- a. Workers' Compensation insurance as required by the State of Florida.
- b. Employers Liability Insurance with limits of \$1,000,000 per Accident.
- c. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$500,000 per person, \$500,000 per occurrence, \$25,000 property damage.
- d. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Consultant or any of its employees, agents or subcontractors or sub consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
- e. Professional liability insurance of at least \$1,000,000.00 for design errors and omissions, exclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.
- f. The County shall be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverage's identified in Paragraphs c., d., and e. Wakulla County, a political subdivision of the State of Florida its officials, employees and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to: Liability arising out of activities performed by or on behalf of the Contractor/Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.
- g. Consultant shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Consultant if so required by County

during the term of this Contract. County will not pay for increased limits of insurance for subcontractors.

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

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

ARTICLE FIFTEEN INDEMNIFICATION

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

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

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

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

**ARTICLE SIXTEEN
SUCCESSORS AND ASSIGNS**

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

**ARTICLE SEVENTEEN
REMEDIES**

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

**ARTICLE EIGHTEEN
CONFLICT OF INTEREST**

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

18.2. The Consultant shall promptly notify the County Administrator, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Administrator as to whether the association, interest or circumstance would be reviewed by the County Administrator as constituting a conflict of interest if entered into by the Consultant. The County Administrator agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Administrator's notice to

the Consultant. If, in the opinion of the County Administrator or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Administrator or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

**ARTICLE NINETEEN
DEBT**

19.1. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE TWENTY
NONDISCRIMINATION**

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

**ARTICLE TWENTY-ONE
ENFORCEMENT COSTS**

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

**ARTICLE TWENTY-TWO
NOTICE**

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

**ARTICLE TWENTY-THREE
MODIFICATION OF SCOPE OF WORK**

23.1. Consultant shall expediently perform work as defined in Exhibit B, within the schedule indicated in the Contract in accordance with Article Four above. The County reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto.

Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

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

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

ARTICLE TWENTY-FOUR MODIFICATION

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

ARTICLE TWENTY FIVE MISCELLANEOUS

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

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

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

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

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

25.6. This Contract, including the referenced Exhibits and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Contract.

25.7. The Consultant understands and acknowledges that this Contract will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

25.8. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Wakulla County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

25.9 By executing this Agreement, Dewberry Engineers, Inc., certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 27, this Section 27 shall be null and void.

ARTICLE TWENTY-SIX SEVERABILITY

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

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

CONSULTANT

Authorized Representative

(printed)

**BOARD OF COUNTY COMMISSIONERS OF
WAKULLA COUNTY, FLORIDA**

Mike Stewart, Chairman

ATTEST:

Brent X. Thurmond, Clerk of Court

Approved as to form

Heather J. Encinosa, County Attorney

EXHIBIT A
BASIS OF COMPENSATION

BASIS OF COMPENSATION

A.1. Basic Services Outlined In Section 2.1 of this Agreement:

A.1.1. As consideration for providing Basic Services as set forth in Article Two, Section 2.1, the County agrees to pay, and Consultant agrees to accept, the lump sum fees to be negotiated and included within the Contract. The employee rates included in the lump sum fees shall be based upon the Consultant's Employee Hourly Rate Schedule for employee's working under this Agreement, which is attached hereto.

A.1.2. Payment for Basic Services under Section 2.1, of this Agreement shall be paid on a lump sum basis in accordance with set milestones as set forth in Consultant's proposal in equal monthly installments based upon the estimated time for completion of the services.

A.2. Additional Services Outlined in Section 2.2 of this Agreement:

A.2.1. As consideration for providing approved Additional Services set forth in Section 2.2 of this Agreement, County agrees to pay and Consultant agrees to accept payment on a time and reimbursable cost basis. Payments for services provided under Section 2.2 of this Agreement shall be made monthly on a time and reimbursable cost basis computed in accordance with Consultant's Employee Hourly Rate Schedule for employees working under this Agreement, which is attached hereto. Payment shall be made monthly on an as needed basis, not to exceed 40 hours per person per week. Payment for services performed by individuals beyond 40 hours per week or Saturdays, Sundays or holidays shall be increased by a factor of 1.5 applied to "Consultant's Employee Hourly Rate Schedule" provided such overtime work is approved by County in advance whenever possible and not due to Consultant's own fault or neglect.

A.2.2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Additional Services under Section 2.2, in the interest of a Project, listed in the following sub-paragraphs:

- (a) expenses for transportation and subsistence incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office;
- (b) expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items in addition to those otherwise required in Section 2.1 of Basic Services;
- (c) when authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates; and
- (d) expenses for renderings, models and mock-ups requested by County.

A.2.3. By way of example and not limitation, reimbursable costs shall specifically not include expenditures, except as otherwise described in paragraph A.2.2, such as:

- (a) expenses for transportation and subsistence;

- (b) overhead, including field office facilities;
- (c) overtime not authorized by County; or
- (d) expenses for copies, reproductions, postage, handling, express delivery, and long distance communications.

A.3. Payments

- A.3.1. Payments will be made for services rendered, no more than on a monthly basis, in accordance with the Florida Prompt Payment Act. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in duplicate form and manner required by County.
- A.3.2. Consultant acknowledges that Consultant's Employee Hourly Rate Schedule attached to this Exhibit are incorporated herein and, will be the basis for County's budgeting, authorizing and monitoring of expenditures under this Agreement.
- A.3.3. As compensation for coordinating subconsultant activities for County, Consultant shall be allowed an administrative fee not to exceed ten percent (10%) of the actual cost of services rendered pursuant to Section 2.2 of this Agreement. For the purposes of this provision the actual cost of services rendered shall not include any mark-up between the vendor who actually performed the services and any sub-consultant. No administrative fee or mark-up shall be paid in conjunction with the provision of Basic Services as set forth in Section 2.1.

CONSULTANT'S EMPLOYEE HOURLY RATE SCHEDULE

Staff	Rate (Hourly)
Principal	\$280.00
Engineer IX	\$235.00
Engineer VII	\$200.00
Engineer VI	\$180.00
Engineer II	\$110.00
Engineer I	\$100.00
Geographer/GIS VI	\$150.00
Surveyor IX	\$185.00
Survey Crew (3 person)	\$180.00
Professional V	\$155.00
Professional II	\$110.00
CADD Tech III	\$95.00
CADD Tech II	\$85.00
Inspector I	\$80.00
Technical I	\$70.00
Admin Professional I	\$65.00

EXHIBIT B

SCOPE OF SERVICES

This project will provide planning, design, permitting engineering and construction inspection services of the sewer lines, pumps, valves, and other infrastructure required to connect approximately 212 households in the Wakulla Gardens subdivision currently served by onsite sewage treatment and disposals systems to Wakulla County's central sewer system and make 200 service connections available in this same area. The scope of this project includes the proper abandonment of existing septic systems and the connection facilities for those households to be connected to the County's central wastewater system.

A list of Tasks and Deliverables are provided in Attachment A, Grant Work Plan, of the Grant Agreement which is attached.

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 14, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Brandy King, Fiscal Operations Director

Subject: Request Board Approval of the Amendment No. 1 to the Contracts for Continued Professional Consulting Services

Statement of Issue:

This agenda item requests Board approval of the Amendment No. 1 to the Contracts for Continued Professional Consulting Services.

Background:

The Consultants' Competitive Negotiation Act (CCNA) was established in 1971 as a qualification based public procurement method for acquisition of professional architectural, engineering, landscaping, surveying, and mapping services.

In accordance with section 287.055 of the Florida Statute, staff issued RFQ #2017-26 on Sunday, June 11, 2017 seeking proposals from qualified firms to provide all or a portion of continuing professional consulting services for architectural, engineering, construction engineering inspection, landscaping, mapping and/or solid waste engineering, and/or environmental monitoring services in Wakulla County, Florida on an as needed basis.

The RFQ was advertised in the Tallahassee Democrat on June 11, 2017, the Wakulla News on June 15, 2017 and placed on the County's Website. Additionally, the solicitation was directly e-mailed to all firms listed on the County's Active Vendor List. Responses were received until July 13, 2017 at 3:00p.m. and were publicly opened at the BOCC Administration Office.

On August 21, 2017, the Board authorized the County Administrator to enter into negotiations with the most qualified firms to reach fair, competitive and reasonable Contracts, resulting from RFQ 2017-26. The County Administrator began the negotiation process with the top ranked firms on August 22, 2017 and completed the negotiations on September 15, 2017. The Agreements were approved by the BOCC on October 2, 2017 and were for a term of three (3) years with two (2) optional one (1) year renewal periods.

Analysis

The term of the Continued Professional Consulting Services Contracts expires on October 15, 2020 and are eligible for two (2) optional one (1) year renewal periods. Therefore, staff requests approval

of the Amendment No. 1 to extend the term of the following original Contracts through October 15, 2021:

- Hammond Design Group (Attachment #1)
- DAG Architects (Attachment #2)
- Baskerville-Donovan (Attachment #3)
- Clemons Rutherford Architects (Attachment #4)
- Genesis Group (Attachment #5)
- Jones-Edmonds (Attachment #6)
- Kimely-Horn (Attachment #7)
- Cardno (Attachment #8)
- Dewberry Engineers (Attachment #9)
- Environmental Science Associates (Attachment #10)
- Inovia (Attachment #11)
- Anchor Consulting (Attachment #12)
- North Florida Professional Services (Attachment #13)
- Capital Engineering & Consulting (Attachment #14)
- Jim Stidham & Associates (Attachment #15)

Budgetary Impact:

The selected firms will provide these services as required by the County based on each specific project on an as needed basis.

Options:

1. Approve the Amendment No. 1 to the Contracts for Continued Professional Consulting Services.
2. Do Not Approve the Amendment No. 1 to the Contracts for Continued Professional Consulting Services.
3. Board Direction.

Recommendation:

Option #1

Attachment(s):

1. Hammond Design Group, LLC Amendment No. 1
2. DAG Architects, Inc. Amendment No. 1
3. Baskerville-Donovan, Inc. Amendment No. 1
4. Clemons, Rutherford & Associates, Inc. Amendment No. 1
5. Genesis Halff, Inc. Amendment No. 1
6. Jones-Edmonds & Associates, Inc. Amendment No. 1
7. Kimley-Horn & Associates, Inc. Amendment No. 1
8. Cardno, Inc. Amendment No. 1
9. Dewberry Engineers, Inc. Amendment No. 1
10. Environmental Science Associates Amendment No. 1

Request Board Approval of the Amendment No. 1 to the Contracts for Continued Professional Consulting Services

September 21, 2020

Page 3

11. L&W Engineering DBA Inovia Amendment No. 1
12. Anchor CEI, Inc. Amendment No. 1
13. North Florida Professional Services, Inc. Amendment No. 1
14. Capital Engineering & Consulting, LLC Amendment No. 1
15. Jim Stidham & Associates, Inc. Amendment No. 1

AMENDMENT NO. 1 TO CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AMENDMENT to that certain CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT (hereinafter referred to as the “Original Agreement”) is made and entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 3903 Crawfordville Highway, Florida 32327 (hereinafter referred to as “County”) and **Hammond Design Group, LLC**, whose principal place of business is at 2627 Blairstone Road, Tallahassee, FL 32301, (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County and the Contractor entered into the Original Agreement on or about October 2, 2017, to provide for professional engineering consulting services (hereinafter referred to as the “Work”); and

WHEREAS, in accordance with Section 4.1 of the Original Agreement the term of the Original Agreement may be extended for one (1) year upon mutual agreement of the parties; and

WHEREAS, the parties hereby mutually agree to extend the term of the Original Agreement through October 15, 2021.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. TERM. In accordance with Section 4.1 of the Original Agreement, the Contractor and the County hereby agree to extend the term of the Original Agreement for one (1) year, through and including October 15, 2021.

SECTION 2. MISCELLANEOUS.

A. This Amendment is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Amendment, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties

any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

B. The validity, construction, and performance of this Amendment shall be governed by the laws of the State of Florida.

C. If any portion of the Amendment, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Amendment. If this Amendment or any portion of this Amendment is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

D. Contractor shall be required to cooperate with the County relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

1. Keep and maintain public records required by the County in order to perform the Work.

2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the Contractor does not transfer all records to the County.

4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public

records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

5. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919 OR JWELCH@MYWAKULLA.COM, P.O. BOX 1263 CRAWFORDVILLE FLORIDA 32326.

E. This Amendment shall become effective when it is last approved and executed by the parties.

F. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By _____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

Hammond Design Group, LLC

Signature

By _____

Name:

Title:

Print Name

Date: _____

Signature

Print Name

AMENDMENT NO. 1 TO CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AMENDMENT to that certain CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT (hereinafter referred to as the “Original Agreement”) is made and entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 3903 Crawfordville Highway, Florida 32327 (hereinafter referred to as “County”) and **DAG Architects, Inc.**, whose principal place of business is at 1213 Miccosukee Road, Tallahassee, FL 32308 (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County and the Contractor entered into the Original Agreement on or about October 2, 2017, to provide for professional engineering consulting services (hereinafter referred to as the “Work”); and

WHEREAS, in accordance with Section 4.1 of the Original Agreement the term of the Original Agreement may be extended for one (1) year upon mutual agreement of the parties; and

WHEREAS, the parties hereby mutually agree to extend the term of the Original Agreement through October 15, 2021.

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A. This Amendment is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Amendment, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties

any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

B. The validity, construction, and performance of this Amendment shall be governed by the laws of the State of Florida.

C. If any portion of the Amendment, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Amendment. If this Amendment or any portion of this Amendment is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

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3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the Contractor does not transfer all records to the County.

4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919 OR JWELCH@MYWAKULLA.COM, P.O. BOX 1263 CRAWFORDVILLE FLORIDA 32326.

E. This Amendment shall become effective when it is last approved and executed by the parties.

F. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By _____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Signature

Print Name

DAG Architects, Inc.

By _____

Name:

Title:

Date: _____

AMENDMENT NO. 1 TO CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AMENDMENT to that certain CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT (hereinafter referred to as the “Original Agreement”) is made and entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 3903 Crawfordville Highway, Florida 32327 (hereinafter referred to as “County”) and **Baskerville-Donovan, Inc**, whose principal place of business is at 449 W. Main Street, Pensacola, FL 32502, (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County and the Contractor entered into the Original Agreement on or about October 2, 2017, to provide for professional engineering consulting services (hereinafter referred to as the “Work”); and

WHEREAS, in accordance with Section 4.1 of the Original Agreement the term of the Original Agreement may be extended for one (1) year upon mutual agreement of the parties; and

WHEREAS, the parties hereby mutually agree to extend the term of the Original Agreement through October 15, 2021.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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A. This Amendment is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Amendment, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties

any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

B. The validity, construction, and performance of this Amendment shall be governed by the laws of the State of Florida.

C. If any portion of the Amendment, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Amendment. If this Amendment or any portion of this Amendment is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

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4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919 OR JWELCH@MYWAKULLA.COM, P.O. BOX 1263 CRAWFORDVILLE FLORIDA 32326.

E. This Amendment shall become effective when it is last approved and executed by the parties.

F. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By _____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Signature

Print Name

Baskerville-Donovan, Inc.

By _____

Name:

Title:

Date: _____

AMENDMENT NO. 1 TO CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AMENDMENT to that certain CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT (hereinafter referred to as the “Original Agreement”) is made and entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 3903 Crawfordville Highway, Florida 32327 (hereinafter referred to as “County”) and **Clemons, Rutherford and Associates, Inc.**, whose principal place of business is at 2027 Thomasville Road, Tallahassee, FL 32308, (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County and the Contractor entered into the Original Agreement on or about October 2, 2017, to provide for professional engineering consulting services (hereinafter referred to as the “Work”); and

WHEREAS, in accordance with Section 4.1 of the Original Agreement the term of the Original Agreement may be extended for one (1) year upon mutual agreement of the parties; and

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IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By _____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered

in the presence of:

Signature

Print Name

Signature

Print Name

**Clemons, Rutherford and Associates,
Inc.**

By _____
Name:
Title:

Date: _____

AMENDMENT NO. 1 TO CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AMENDMENT to that certain CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT (hereinafter referred to as the “Original Agreement”) is made and entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 3903 Crawfordville Highway, Florida 32327 (hereinafter referred to as “County”) and **Genesis Halff, Inc.**, whose principal place of business is at 2507 Callaway Road, Suite 100, Tallahassee, FL, 32303, (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County and the Contractor entered into the Original Agreement on or about October 2, 2017, to provide for professional engineering consulting services (hereinafter referred to as the “Work”); and

WHEREAS, in accordance with Section 4.1 of the Original Agreement the term of the Original Agreement may be extended for one (1) year upon mutual agreement of the parties; and

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any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

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IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By _____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Signature

Print Name

Genesis Halff, Inc.

By _____

Name:

Title:

Date: _____

AMENDMENT NO. 1 TO CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT

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RECITALS

WHEREAS, the County and the Contractor entered into the Original Agreement on or about October 2, 2017, to provide for professional engineering consulting services (hereinafter referred to as the “Work”); and

WHEREAS, in accordance with Section 4.1 of the Original Agreement the term of the Original Agreement may be extended for one (1) year upon mutual agreement of the parties; and

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IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By _____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Signature

Print Name

Jones-Edmonds and Associates, Inc.

By _____

Name:

Title:

Date: _____

AMENDMENT NO. 1 TO CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AMENDMENT to that certain CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT (hereinafter referred to as the “Original Agreement”) is made and entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 3903 Crawfordville Highway, Florida 32327 (hereinafter referred to as “County”) and **Kimley-Horn and Associates, Inc.**, whose principal place of business is at 2615 Centennial Blvd., Suite 102, Tallahassee, FL, 32308 (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County and the Contractor entered into the Original Agreement on or about October 2, 2017, to provide for professional engineering consulting services (hereinafter referred to as the “Work”); and

WHEREAS, in accordance with Section 4.1 of the Original Agreement the term of the Original Agreement may be extended for one (1) year upon mutual agreement of the parties; and

WHEREAS, the parties hereby mutually agree to extend the term of the Original Agreement through October 15, 2021.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. TERM. In accordance with Section 4.1 of the Original Agreement, the Contractor and the County hereby agree to extend the term of the Original Agreement for one (1) year, through and including October 15, 2021.

SECTION 2. MISCELLANEOUS.

A. This Amendment is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Amendment, express or implied, is intended or shall

be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

B. The validity, construction, and performance of this Amendment shall be governed by the laws of the State of Florida.

C. If any portion of the Amendment, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Amendment. If this Amendment or any portion of this Amendment is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

D. Contractor shall be required to cooperate with the County relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

1. Keep and maintain public records required by the County in order to perform the Work.

2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the Contractor does not transfer all records to the County.

4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information

technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

5. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919 OR JWELCH@MYWAKULLA.COM, P.O. BOX 1263 CRAWFORDVILLE FLORIDA 32326.

E. This Amendment shall become effective when it is last approved and executed by the parties.

F. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By _____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Signature

Print Name

Kimley-Horn and Associates, Inc.

By _____

Name:

Title:

Date: _____

AMENDMENT NO. 1 TO CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AMENDMENT to that certain CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT (hereinafter referred to as the “Original Agreement”) is made and entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 3903 Crawfordville Highway, Florida 32327 (hereinafter referred to as “County”) and **Cardno, Inc.**, whose principal place of business is at 2420 Lakeshore Drive, Suite 100, Tallahassee, FL 32312, (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County and the Contractor entered into the Original Agreement on or about October 2, 2017, to provide for professional engineering consulting services (hereinafter referred to as the “Work”); and

WHEREAS, in accordance with Section 4.1 of the Original Agreement the term of the Original Agreement may be extended for one (1) year upon mutual agreement of the parties; and

WHEREAS, the parties hereby mutually agree to extend the term of the Original Agreement through October 15, 2021.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. TERM. In accordance with Section 4.1 of the Original Agreement, the Contractor and the County hereby agree to extend the term of the Original Agreement for one (1) year, through and including October 15, 2021.

SECTION 2. MISCELLANEOUS.

A. This Amendment is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Amendment, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties

any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

B. The validity, construction, and performance of this Amendment shall be governed by the laws of the State of Florida.

C. If any portion of the Amendment, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Amendment. If this Amendment or any portion of this Amendment is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

D. Contractor shall be required to cooperate with the County relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

1. Keep and maintain public records required by the County in order to perform the Work.

2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the Contractor does not transfer all records to the County.

4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public

records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

5. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919 OR JWELCH@MYWAKULLA.COM, P.O. BOX 1263 CRAWFORDVILLE FLORIDA 32326.

E. This Amendment shall become effective when it is last approved and executed by the parties.

F. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By_____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Signature

Print Name

Cardno, Inc.

By _____

Name:

Title:

Date: _____

AMENDMENT NO. 1 TO CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AMENDMENT to that certain CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT (hereinafter referred to as the “Original Agreement”) is made and entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 3903 Crawfordville Highway, Florida 32327 (hereinafter referred to as “County”) and **Dewberry Engineers, Inc.**, whose principal place of business is at 20684 Central Avenue East, Blountstown, FL 32424, (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County and the Contractor entered into the Original Agreement on or about October 2, 2017, to provide for professional engineering consulting services (hereinafter referred to as the “Work”); and

WHEREAS, in accordance with Section 4.1 of the Original Agreement the term of the Original Agreement may be extended for one (1) year upon mutual agreement of the parties; and

WHEREAS, the parties hereby mutually agree to extend the term of the Original Agreement through October 15, 2021.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. TERM. In accordance with Section 4.1 of the Original Agreement, the Contractor and the County hereby agree to extend the term of the Original Agreement for one (1) year, through and including October 15, 2021.

SECTION 2. MISCELLANEOUS.

A. This Amendment is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Amendment, express or implied, is intended or shall

be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

B. The validity, construction, and performance of this Amendment shall be governed by the laws of the State of Florida.

C. If any portion of the Amendment, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Amendment. If this Amendment or any portion of this Amendment is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

D. Contractor shall be required to cooperate with the County relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

1. Keep and maintain public records required by the County in order to perform the Work.

2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the Contractor does not transfer all records to the County.

4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information

technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

5. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919 OR JWELCH@MYWAKULLA.COM, P.O. BOX 1263 CRAWFORDVILLE FLORIDA 32326.

E. This Amendment shall become effective when it is last approved and executed by the parties.

F. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By _____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Signature

Print Name

Dewberry Engineers, Inc.

By _____

Name:

Title:

Date: _____

AMENDMENT NO. 1 TO CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AMENDMENT to that certain CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT (hereinafter referred to as the “Original Agreement”) is made and entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 3903 Crawfordville Highway, Florida 32327 (hereinafter referred to as “County”) and **Environmental Science Associates**, whose principal place of business is at 4200 W. Cypress St., Suite 450, Tampa, FL 33607 (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County and the Contractor entered into the Original Agreement on or about October 2, 2017, to provide for professional engineering consulting services (hereinafter referred to as the “Work”); and

WHEREAS, in accordance with Section 4.1 of the Original Agreement the term of the Original Agreement may be extended for one (1) year upon mutual agreement of the parties; and

WHEREAS, the parties hereby mutually agree to extend the term of the Original Agreement through October 15, 2021.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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SECTION 2. MISCELLANEOUS.

A. This Amendment is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Amendment, express or implied, is intended or shall

be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

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technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919 OR JWELCH@MYWAKULLA.COM, P.O. BOX 1263 CRAWFORDVILLE FLORIDA 32326.

E. This Amendment shall become effective when it is last approved and executed by the parties.

F. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By _____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Signature

Print Name

Environmental Science Associates

By _____

Name:

Title:

Date: _____

AMENDMENT NO. 1 TO CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AMENDMENT to that certain CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT (hereinafter referred to as the “Original Agreement”) is made and entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 3903 Crawfordville Highway, Florida 32327 (hereinafter referred to as “County”) and **L&W Engineering D/B/A Inovia**, whose principal place of business is at 2015 Centre Pointe Blvd., Suite 103, Tallahassee, FL 32308, (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County and the Contractor entered into the Original Agreement on or about October 2, 2017, to provide for professional engineering consulting services (hereinafter referred to as the “Work”); and

WHEREAS, in accordance with Section 4.1 of the Original Agreement the term of the Original Agreement may be extended for one (1) year upon mutual agreement of the parties; and

WHEREAS, the parties hereby mutually agree to extend the term of the Original Agreement through October 15, 2021.

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SECTION 2. MISCELLANEOUS.

A. This Amendment is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Amendment, express or implied, is intended or shall

be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

B. The validity, construction, and performance of this Amendment shall be governed by the laws of the State of Florida.

C. If any portion of the Amendment, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Amendment. If this Amendment or any portion of this Amendment is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

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3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the Contractor does not transfer all records to the County.

4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information

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E. This Amendment shall become effective when it is last approved and executed by the parties.

F. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By _____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

L&W Engineering, D/B/A Inovia

Signature

By _____

Name:

Title:

Print Name

Date: _____

Signature

Print Name

AMENDMENT NO. 1 TO CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AMENDMENT to that certain CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT (hereinafter referred to as the “Original Agreement”) is made and entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 3903 Crawfordville Highway, Florida 32327 (hereinafter referred to as “County”) and **Anchor CEI, Inc.**, whose principal place of business is at 450 Magnolia Avenue, Panama City, FL, 32401, (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County and the Contractor entered into the Original Agreement on or about October 2, 2017, to provide for professional engineering consulting services (hereinafter referred to as the “Work”); and

WHEREAS, in accordance with Section 4.1 of the Original Agreement the term of the Original Agreement may be extended for one (1) year upon mutual agreement of the parties; and

WHEREAS, the parties hereby mutually agree to extend the term of the Original Agreement through October 15, 2021.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. TERM. In accordance with Section 4.1 of the Original Agreement, the Contractor and the County hereby agree to extend the term of the Original Agreement for one (1) year, through and including October 15, 2021.

SECTION 2. MISCELLANEOUS.

A. This Amendment is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Amendment, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties

any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

B. The validity, construction, and performance of this Amendment shall be governed by the laws of the State of Florida.

C. If any portion of the Amendment, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Amendment. If this Amendment or any portion of this Amendment is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919 OR JWELCH@MYWAKULLA.COM, P.O. BOX 1263 CRAWFORDVILLE FLORIDA 32326.

E. This Amendment shall become effective when it is last approved and executed by the parties.

F. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By _____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Signature

Print Name

Anchor CEI, Inc.

By _____

Name:

Title:

Date: _____

AMENDMENT NO. 1 TO CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AMENDMENT to that certain CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT (hereinafter referred to as the “Original Agreement”) is made and entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 3903 Crawfordville Highway, Florida 32327 (hereinafter referred to as “County”) and **North Florida Professional Services, Inc.**, whose principal place of business is at 2551 Blairstone Pines Drive, Tallahassee, FL 32301, (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County and the Contractor entered into the Original Agreement on or about October 2, 2017, to provide for professional engineering consulting services (hereinafter referred to as the “Work”); and

WHEREAS, in accordance with Section 4.1 of the Original Agreement the term of the Original Agreement may be extended for one (1) year upon mutual agreement of the parties; and

WHEREAS, the parties hereby mutually agree to extend the term of the Original Agreement through October 15, 2021.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. TERM. In accordance with Section 4.1 of the Original Agreement, the Contractor and the County hereby agree to extend the term of the Original Agreement for one (1) year, through and including October 15, 2021.

SECTION 2. MISCELLANEOUS.

A. This Amendment is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Amendment, express or implied, is intended or shall

be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

B. The validity, construction, and performance of this Amendment shall be governed by the laws of the State of Florida.

C. If any portion of the Amendment, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Amendment. If this Amendment or any portion of this Amendment is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

D. Contractor shall be required to cooperate with the County relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

1. Keep and maintain public records required by the County in order to perform the Work.

2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the Contractor does not transfer all records to the County.

4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information

technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

5. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919 OR JWELCH@MYWAKULLA.COM, P.O. BOX 1263 CRAWFORDVILLE FLORIDA 32326.

E. This Amendment shall become effective when it is last approved and executed by the parties.

F. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By _____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Signature

Print Name

**North Florida Professional Services,
Inc.**

By _____
Name:
Title:

Date: _____

AMENDMENT NO. 1 TO CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AMENDMENT to that certain CONTINUED PROFESSIONAL CONSULTING SERVICES AGREEMENT (hereinafter referred to as the “Original Agreement”) is made and entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 3903 Crawfordville Highway, Florida 32327 (hereinafter referred to as “County”) and **Capital Engineering & Consulting, LLC**, whose principal place of business is at 502 N. Adams Street, Tallahassee, FL 32301, (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the County and the Contractor entered into the Original Agreement on or about October 2, 2017, to provide for professional engineering consulting services (hereinafter referred to as the “Work”); and

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be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

B. The validity, construction, and performance of this Amendment shall be governed by the laws of the State of Florida.

C. If any portion of the Amendment, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Amendment. If this Amendment or any portion of this Amendment is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

D. Contractor shall be required to cooperate with the County relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

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E. This Amendment shall become effective when it is last approved and executed by the parties.

F. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By _____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

**Capital Engineering & Consulting,
LLC**

Signature

By _____
Name:
Title:

Print Name

Date: _____

Signature

Print Name

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: August 27, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Padraic Juarez, WCHD Administrator

Subject: Request Board Approval of the Wakulla County Health Department Annual Core Contract and the New and Amended Fees for FY 2020-2021

Statement of Issue:

This agenda item requests Board approval of the Wakulla County Health Department Annual Core Contract and the New and Amended Fees for FY 2020-2021

Background:

Annually, all County Health Departments (CHD) must submit and get approval for their annual core contract with the respective counties. This Contract outlines the fiscal and services duties that both the County and the CHD will perform. This Contract is unchanged from previous years other than the funding levels.

Analysis:

The proposed Contract (Attachment #1) assures the County that specific services and functions will be provided by the state through the local CHD. The contract does include a termination clause should it be needed.

Listed below is the new (*) fees and the amended fees for FY 2020-2021:

Service Description	2018-2019	2019-2020	Proposed 2020-2021
*Lead Water Sample Analysis	\$0.00	\$0.00	\$75.00
*Nitrate Water Sample Analysis	\$0.00	\$0.00	\$75.00
*Enterococcus/Fecal Streptococcus Analysis (Surface Water Testing)	\$0.00	\$0.00	\$40.00
PPE Supply Fee	\$0.00	\$0.00	\$10.00
Bacterial Water Sample Analysis	\$20.00	\$30.00	\$35.00
PERIODIC ORAL EVALUATION	\$33.00	\$33.00	\$35.00

Request Board Approval of the Wakulla County Health Department Annual Core Contract and
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LIMITED ORAL EVALUATION - PROBLEM FOCUSED	\$28.00	\$28.00	\$30.00
COMPREHENSIVE ORAL EVALUATION - NEW OR ESTABLISHED PATIENT	\$36.00	\$36.00	\$40.00
INTRAORAL-COMPLETE SERIES (INCLUDING BITEWINGS)	\$71.00	\$71.00	\$75.00
INTRAORAL-PERIAPICAL-FIRST FILM	\$9.00	\$9.00	\$10.00
INTRAORAL-PERIAPICAL-EACH ADDITIONAL FILM	\$7.00	\$7.00	\$10.00
NTRAORAL-OCCLUSAL FILM	\$18.00	\$18.00	\$20.00
EXTRAORAL-FIRST FILM	\$33.00	\$33.00	\$35.00
**EXTRAORAL-EACH ADDITIONAL FILM	\$18.00	\$18.00	\$20.00
BITEWING-SINGLE FILM	\$13.00	\$13.00	\$15.00
BITEWINGS-TWO FILMS	\$20.00	\$20.00	\$25.00
BITEWINGS-FOUR FILMS	\$25.00	\$25.00	\$30.00
PANORAMIC FILM	\$67.00	\$67.00	\$70.00
ORAL/FACIAL PHOTOGRAPHIC IMAGES	\$10.00	\$10.00	\$10.00
DIAGNOSTIC CASTS	\$30.00	\$30.00	\$30.00
**PROPHYLAXIS-ADULT	\$40.00	\$40.00	\$45.00
**PROPHYLAXIS-CHILD	\$31.00	\$31.00	\$35.00
TOPICAL APPLICATION OF FLUORIDE (PROPHYLAXIS NOT INCLUDED)-CHILD	\$25.00	\$25.00	\$25.00
**ORAL HYGIENE INSTRUCTION	\$13.00	\$13.00	\$15.00
SEALANT-PER TOOTH	\$29.00	\$29.00	\$30.00
SPACE MAINTAINER-FIXED UNILATERAL	\$99.00	\$99.00	\$100.00
SPACE MAINTAINER-FIXED BILATERAL	\$161.00	\$161.00	\$165.00
RECEMENTATION OF SPACE MAINTAINER	\$23.00	\$23.00	\$25.00
AMALGAM-ONE SURFACE, PRIMARY OR PERMANENT	\$69.00	\$69.00	\$70.00

Request Board Approval of the Wakulla County Health Department Annual Core Contract and
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AMALGAM-TWO SURFACES, PRIMARY OR PERMANENT	\$91.00	\$91.00	\$95.00
AMALGAM-THREE SURFACES, PRIMARY OR PERMANENT	\$114.00	\$114.00	\$115.00
AMALGAM-FOUR OR MORE SURFACES, PRIMARY OR PERMANENT	\$136.00	\$136.00	\$140.00
RESIN-ONE SURFACE, ANTERIOR	\$76.00	\$76.00	\$80.00
RESIN-TWO SURFACES, ANTERIOR	\$91.00	\$91.00	\$95.00
RESIN-THREE SURFACES, ANTERIOR	\$98.00	\$98.00	\$100.00
**RESIN-FOUR OR MORE SURFACES OR INVOLVING INCISAL ANGLE (ANTERIOR)	\$161.00	\$161.00	\$165.00
RESIN-BASED COMPOSITE CROWN, ANTERIOR	\$99.00	\$99.00	\$100.00
RESIN-BASED COMPOSITE - ONE SURFACE, POSTERIOR	\$69.00	\$69.00	\$70.00
RESIN-BASED COMPOSITE - TWO SURFACES, POSTERIOR	\$91.00	\$91.00	\$95.00
RESIN-BASED COMPOSITE - THREE SURFACES, POSTERIOR	\$114.00	\$114.00	\$115.00
CROWN - RESIN-BASED COMPOSITE (INDIRECT)	\$106.00 +LAB FEE	\$106.00 +LAB FEE	\$110.00 +LAB FEE
RECEMENT CROWN	\$23.00	\$23.00	\$25.00
PREFABRICATED STAINLESS-STEEL CROWN-PRIMARY TOOTH	\$152.00	\$152.00	\$155.00
PREFABRICATED STAINLESS-STEEL CROWN-PERMANENT TOOTH	\$152.00	\$152.00	\$155.00
PREFABRICATED RESIN CROWN	\$94.00	\$94.00	\$95.00
CROWN (FULL PORC)	\$413.00 + LAB FEE	\$413.00 +LAB FEE	\$415.00 +LAB FEE
CROWN (PORCELAIN TO NOBLE METAL)	\$344.00 + LAB FEE	\$344.00 +LAB FEE	\$345.00 +LAB FEE
CROWN (FULL GOLD)	\$309.00 + LAB FEE	\$309.00 +LAB FEE	\$310.00 +LAB FEE
CORE BUILD-UP, INCLUDING ANY PINS	\$89.00	\$89.00	\$90.00

Request Board Approval of the Wakulla County Health Department Annual Core Contract and
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PIN RETENTION-PER TOOTH, IN ADDITION TO RESTORATION	\$3.00	\$3.00	\$5.00
PREFABRICATED POST AND CORE IN ADDITION TO CROWN	\$73.00	\$73.00	\$75.00
PULP CAP-DIRECT (EXCLUDING FINAL RESTORATION)	\$29.00	\$29.00	\$30.00
THERAPEUTIC PULPOTOMY (EXCLUDING FINAL RESTORATION) REMOVAL OF PULP CORONAL	\$111.00	\$111.00	\$115.00
PULPAL DEBRIDEMENT, PRIMARY AND PERMANENT TEETH	\$67.00	\$67.00	\$70.00
PULPAL THERAPY (RESORBABLE FILLING)- ANTERIOR, PRIMARY TOOTH (EXCLUDING FINAL RESTORATION)	\$103.00	\$103.00	\$105.00
PULPAL THERAPY (RESORBABLE FILLING)- POSTERIOR, PRIMARY TOOTH (EXCLUDING FINAL RESOTRATION)	\$117.00	\$117.00	\$120.00
ANTERIOR (EXCLUDING FINAL RESTORATION)	\$204.00	\$204.00	\$205.00
BICUSPID (EXCLUDING FINAL RESTORATION) ROOT CANAL	\$261.00	\$261.00	\$265.00
PERIODONTAL SCALING AND ROOT PLANING - FOUR OR MORE TEETH PER QUADRANT	\$28.00	\$28.00	\$35.00
PERIODONTAL SCALING AND ROOT PLANING - ONE TO THREE TEETH, PER QUADRANT	\$14.00	\$14.00	\$20.00
UPPER PARTIAL-RESIN BASE (INCLUDING ANY CONVENTIONAL CLASPS, RESTS AND TEETH	\$227.00 +LAB FEE	\$227.00 +LAB FEE	\$230.00 +LAB FEE
LOWER PARTIAL-RESIN BASE (INCLUDING ANY CONVENTIONAL CLASPS, RESTS AND TEETH	\$227.00 + LAB FEE	\$227.00 +LAB FEE	\$230.00 +LAB FEE
MAXILLARY PARTIAL DENTURE - CAST METAL FRAMEWORK WITH RESIN DENTURE BASES	\$433.00 + LAB FEE	\$433.00 +LAB FEE	\$435.00 +LAB FEE
MANDIBULAR PARTIAL DENTURE - CAST METAL FRAMEWORK WITH RESIN DENTURE BASES	\$433.00 + LAB FEE	\$433.00 +LAB FEE	\$435.00 +LAB FEE
ADJUST COMPLETE DENTURE - MAXILLARY	\$19.00	\$19.00	\$20.00
ADJUST COMPLETE DENTURE - MANDIBULAR	\$19.00	\$19.00	\$20.00

Request Board Approval of the Wakulla County Health Department Annual Core Contract and
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ADJUST PARTIAL DENTURE - MAXILLARY	\$19.00	\$19.00	\$20.00
ADJUST PARTIAL DENTURE - MANDIBULAR	\$19.00	\$19.00	\$20.00
REPAIR BROKEN COMPLETE DENTURE BASE	\$61.00 + LAB FEE	\$61.00 +LAB FEE	\$65.00 +LAB FEE
REPLACE MISSING OR BROKEN TEETH-COMPLETE DENTURE (EACH TOOTH)	\$54.00 +LAB FEE	\$54.00 +LAB FEE	\$55.00 +LAB FEE
REPAIR RESIN DENTURE BASE	\$61.00 +LAB FEE	\$61.00 +LAB FEE	\$65.00 +LAB FEE
REPAIR OR REPLACE BROKEN CLASP	\$77.00 +LAB FEE	\$77.00 ++LAB FEE	\$80.00 +LAB FEE
REPLACE BROKEN TEETH-PER TOOTH	\$54.00 +LAB FEE	\$54.00 +LAB FEE	\$55.00 +LAB FEE
ADD TOOTH TO EXISTING PARTIAL DENTURE	\$58.00 +LAB FEE	\$58.00 +LAB FEE	\$60.00 +LAB FEE
ADD CLASP TO EXISTING PARTIAL DENTURE	\$72.00 +LAB FEE	\$72.00 +LAB FEE	\$75.00 +LAB FEE
RELINE COMPLETE MAXILLARY DENTURE (CHAIRSIDE)	\$87.00	\$87.00	\$90.00
RELINE LOWER COMPLETE MANDIBULAR DENTURE (CHAIRSIDE)	\$87.00	\$87.00	\$90.00
RELINE MAXILLARY PARTIAL DENTURE (CHAIRSIDE)	\$87.00	\$87.00	\$90.00
RELINE MANDIBULAR PARTIAL DENTURE (CHAIRSIDE)	\$87.00	\$87.00	\$90.00
ABUTMENT CROWN (PORCELAIN TO NOBLE METAL)	\$344.00 +LAB FEE	\$344.00 +LAB FEE	\$345.00 +LAB FEE
PONTIC (PORCELAIN TO NOBLE METAL)	\$344.00 +LAB FEE	\$344.00 +LAB FEE	\$345.00 +LAB FEE
RECEMENT BRIDGE (2 crowns)	\$47.00 +LAB FEE	\$47.00 +LAB FEE	\$50.00 +LAB FEE
PEDIATRIC PARTIAL DENTURE, FIXED	\$227.00 +LAB FEE	\$227.00 +LAB FEE	\$230.00 +LAB FEE
EXTRACTION, CORONAL REMNANTS - DECIDUOUS TOOTH	\$72.00	\$72.00	\$75.00
EXTRACTION, ERUPTED TOOTH OR EXPOSED ROOT (ELEVATION AND/OR FORCEPS REMOVAL)	\$72.00	\$72.00	\$75.00
SURGICAL REMOVAL OF ERUPTED TOOTH REQUIRING ELEVATION OF MUCOPERIOSTEAL FLAP	\$89.00	\$89.00	\$90.00

Request Board Approval of the Wakulla County Health Department Annual Core Contract and the New and Amended Fees for FY 2020-2021

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TOOTH REIMPLANTATION AND/OR STABILIZATION OF ACCIDENTALLY EVULSED OR DISPLACED	\$37.00	\$37.00	\$40.00
ALVEOLOPLASTY IN CONJUNCTION WITH EXTRACTIONS - PER QUADRANT	\$62.00	\$62.00	\$65.00
ALVEOLOPLASTY NOT IN CONJUNCTION WITH EXTRACTIONS - PER QUADRANT	\$77.00	\$77.00	\$80.00
EXCISION OF HYPERPLASTIC TISSUE-PER ARCH	\$116.00	\$116.00	\$120.00
REMOVABLE APPLIANCE THERAPY	\$149.00 +LAB FEE	\$149.00 +LAB FEE	\$150.00 +LAB FEE
FIXED APPLIANCE THERAPY	\$461.00 +LAB FEE	\$461.00 +LAB FEE	\$465.00 +LAB FEE
PALLIATIVE (EMERGENCY) TREATMENT OF DENTAL PAIN-MINOR PROCEDURES	\$29.00	\$29.00	\$35.00
BEHAVIOR MANAGEMENT, BY REPORT	\$34.00	\$34.00	\$35.00
INTERIM PARTIAL DENTURE (MAND)	\$151.00 +LAB FEE	\$151.00 +LAB FEE	\$155.00 +LAB FEE
IMMEDIATE MAX. DENTURE	\$289.00 +LAB FEE	\$289.00 +LAB FEE	\$290.00 +LAB FEE

The following is a description of the new fees:

- * Lead Water Sample: The Limited Use Well program requires well owners to test their wells for Nitrates and Lead every 3 to 5 years. Since the Department of Health requires this test, we should have a fee for the service in the fee schedule.
- * Nitrate Water Sample: The Limited Use Well program requires well owners to test their wells for Nitrates and Lead every 3 to 5 years. Since the Department of Health requires this test, we should have a fee for the service in the fee schedule.
- * Enterococcus/Fecal: This test is available for the public if they want surface water tested. Enterococcus Analysis is used for saltwater testing and Fecal Streptococcus Analysis is used for freshwater testing of bacteria levels.

Options:

1. Approve the Wakulla County Health Department Annual Core Contract and Approve the New and Amended Fees for FY 2020-2021.
2. Do Not Approve the Wakulla County Health Department Annual Core Contract and Do Not Approve the New and Amended Fees for FY 2020-2021.
3. Board Direction.

Recommendation:

Option #1

Request Board Approval of the Wakulla County Health Department Annual Core Contract and
the New and Amended Fees for FY 2020-2021
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Attachment(s):

1. Annual Core Contract

**CONTRACT BETWEEN
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
WAKULLA COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2020-2021**

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Wakulla County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2020.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Wakulla County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2020, through September 30, 2021, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local funds

and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

- i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ \$1,722,812.00 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$116,908.00 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Wakulla County
48 Oak Street
Crawfordville, FL 32327

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental

Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Wakulla County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health

Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii. A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2021 for the report period October 1, 2020 through December 31, 2020;
- ii. June 1, 2021 for the report period October 1, 2020 through March 31, 2021;
- iii. September 1, 2021 for the report period October 1, 2020 through June 30, 2021; and
- iv. December 1, 2021 for the report period October 1, 2020 through September 30, 2021.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2021, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:

Padraic Juarez
Name
Administrator
Title
48 Oak Street

Crawfordville, FL 32327
Address
850-926-0400
Telephone

For the County:

David Edwards
Name
Administrator
Title
3056 Crawfordville Highway

Crawfordville, FL 32327
Address
850-926-0919
Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this eight page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2020.

**BOARD OF COUNTY COMMISSIONERS
FOR WAKULLA COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

SIGNED BY: _____

NAME: Mike Stewart

NAME: Scott A. Rivkees, MD

TITLE: Chairmen

TITLE: State Surgeon General

DATE: _____

DATE: _____

ATTESTED TO:

SIGNED BY: _____

SIGNED BY: _____

NAME: Brent X. Thurmond

NAME: Padraic Juarez

TITLE: Clerk of Courts

TITLE: CHD Director/Administrator

DATE: _____

DATE: _____

ATTACHMENT I
WAKULLA COUNTY HEALTH DEPARTMENT
PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING
COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

- levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
 8. HIV/AIDS Program Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.

Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
 9. School Health Services Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
 10. Tuberculosis Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
 11. General Communicable Disease Control Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
 12. Refugee Health Program Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

WAKULLA COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/20	189844	-58970	130874
2. Drawdown for Contract Year October 1, 2020 to September 30, 2021	-189844	369906	180062
3. Special Capital Project use for Contract Year October 1, 2020 to September 30, 2021	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2020 to September 30, 2021	0	310936	310936

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

WAKULLA COUNTY HEALTH DEPARTMENT

Part II. Sources of Contributions to County Health Department

October 1, 2020 to September 30, 2021

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE					
015040 CHD - TB COMMUNITY PROGRAM	7,515	0	7,515	0	7,515
015040 CORONAVIRUS GENERAL REVENUE	239,825	0	239,825	0	239,825
015040 DENTAL SPECIAL INITIATIVE PROJECTS	5,978	0	5,978	0	5,978
015040 HEALTHY BEACHES MONITORING	3,980	0	3,980	0	3,980
015040 EPIDEMIOLOGY SURVEILLANCE GENERAL REVENUE	79,035	0	79,035	0	79,035
015040 FAMILY PLANNING GENERAL REVENUE	44,154	0	44,154	0	44,154
015040 FLORIDA SPRINGS AND AQUIFER PROTECTION ACT	72,940	0	72,940	0	72,940
015040 PRIMARY CARE PROGRAM	112,960	0	112,960	0	112,960
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	65,420	0	65,420	0	65,420
015050 CHD GENERAL REVENUE NON-CATEGORICAL	359,712	0	359,712	0	359,712
GENERAL REVENUE TOTAL	991,519	0	991,519	0	991,519
2. NON GENERAL REVENUE - STATE					
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	1,444	0	1,444	0	1,444
015010 TOBACCO STATE & COMMUNITY HEALTHY BABY	10,000	0	10,000	0	10,000
NON GENERAL REVENUE TOTAL	11,444	0	11,444	0	11,444
3. FEDERAL FUNDS - STATE					
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	42,165	0	42,165	0	42,165
007000 FAMILY PLANNING TITLE X - GRANT	16,221	0	16,221	0	16,221
007000 HURRICANE CRISIS COAG VECTOR CONTROL	22,000	0	22,000	0	22,000
007000 IMMUNIZATION ACTION PLAN	5,786	0	5,786	0	5,786
007000 MCH SPECIAL PRJCT UNPLANNED PREGNANCY	5,893	0	5,893	0	5,893
007000 MCH BLOCK GRANT FLORIDA'S HEALTHY BABIES	12,615	0	12,615	0	12,615
007000 MCH SPECIAL PROJECTS DENTAL	2,433	0	2,433	0	2,433
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	82,877	0	82,877	0	82,877
007000 BASE REGIONAL PREPAREDNESS CAPABILITY	176,750	0	176,750	0	176,750
007000 SEXUAL RISK AVOIDANCE EDUCATION GRANT PROGRAM	179,771	0	179,771	0	179,771
007000 SEXUAL RISK AVOIDANCE EDUCATION GRANT PROGRAM	62,500	0	62,500	0	62,500
015075 SUPPLEMENTAL SCHOOL HEALTH	154,825	0	154,825	0	154,825
018005 AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	44,775	0	44,775	0	44,775
FEDERAL FUNDS TOTAL	923,408	0	923,408	0	923,408
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	10,617	0	10,617	0	10,617
001092 CHD STATEWIDE ENVIRONMENTAL FEES	114,902	0	114,902	0	114,902
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	10,198	0	10,198	0	10,198
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	600	0	600	0	600
001206 SEPTIC TANK RESEARCH SURCHARGE	535	0	535	0	535
001206 VITAL STATISTICS CERTIFIED RECORDS	0	0	0	0	0
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	25	0	25	0	25
001206 DRINKING WATER PROGRAM OPERATIONS	18	0	18	0	18
001206 REGULATION OF BODY PIERCING SALONS	15	0	15	0	15
001206 TANNING FACILITIES	32	0	32	0	32

ATTACHMENT II

WAKULLA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2020 to September 30, 2021

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001206 ONSITE SEWAGE TRAINING CENTER	1,770	0	1,770	0	1,770
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	122	0	122	0	122
001206 MOBILE HOME & RV PARK FEES	334	0	334	0	334
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	139,168	0	139,168	0	139,168
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	189,844	0	189,844	0	189,844
OTHER CASH CONTRIBUTION TOTAL	189,844	0	189,844	0	189,844
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	7,055	7,055	0	7,055
001148 CHD CLINIC FEES	0	305,230	305,230	0	305,230
MEDICAID TOTAL	0	312,285	312,285	0	312,285
7. ALLOCABLE REVENUE - STATE:					
001009 CHD CLINIC FEES	50	0	50	0	50
031005 CHD GENERAL REVENUE NON-CATEGORICAL	504	0	504	0	504
037000 SEXUAL RISK AVOIDANCE EDUCATION GRANT PROGRAM	2,263	0	2,263	0	2,263
ALLOCABLE REVENUE TOTAL	2,817	0	2,817	0	2,817
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	19,309	19,309
PHARMACY DRUG PROGRAM	0	0	0	3,912	3,912
WIC PROGRAM	0	0	0	269,396	269,396
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	3,649	3,649
IMMUNIZATIONS	0	0	0	39,319	39,319
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	335,585	335,585
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	116,908	116,908	0	116,908
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	116,908	116,908	0	116,908
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001077 INFANT CAR SEAT PROGRAM	0	180	180	0	180
001077 CHD CLINIC FEES	0	17,230	17,230	0	17,230
001094 CHD LOCAL ENVIRONMENTAL FEES	0	68,051	68,051	0	68,051
001110 VITAL STATISTICS CERTIFIED RECORDS	0	26,466	26,466	0	26,466
FEES AUTHORIZED BY COUNTY TOTAL	0	111,927	111,927	0	111,927
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	11,850	11,850	0	11,850
005000 CHD LOCAL REVENUE & EXPENDITURES	0	2	2	0	2
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	81,651	81,651	0	81,651
011000 TOBACCO STATE AND COMMUNITY INTERVENTIONS	0	0	0	0	0
011001 CHD HEALTHY START COALITION CONTRACT	0	90,550	90,550	0	90,550

ATTACHMENT II

WAKULLA COUNTY HEALTH DEPARTMENT

**Part II. Sources of Contributions to County Health Department
October 1, 2020 to September 30, 2021**

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
011001 HEALTHY START MEDIPASS WAIVER - COALITION TO CHD	0	32,550	32,550	0	32,550
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-369,906	-369,906	0	-369,906
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	-153,303	-153,303	0	-153,303
12. ALLOCABLE REVENUE - COUNTY					
001009 CHD CLINIC FEES	0	50	50	0	50
031005 CHD GENERAL REVENUE NON-CATEGORICAL	0	504	504	0	504
037000 SEXUAL RISK AVOIDANCE EDUCATION GRANT PROGRAM	0	2,263	2,263	0	2,263
COUNTY ALLOCABLE REVENUE TOTAL	0	2,817	2,817	0	2,817
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	2,000	2,000	5,000	7,000
GROUNDS MAINTENANCE	0	1,800	1,800	3,000	4,800
INSURANCE	0	0	0	10,000	10,000
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	3,800	3,800	18,000	21,800
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	2,000	2,000	5,000	7,000
VEHICLE MAINTENANCE	0	3,000	3,000	0	3,000
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	5,000	5,000	5,000	10,000
GRAND TOTAL CHD PROGRAM	2,258,200	399,434	2,657,634	358,585	3,016,219

ATTACHMENT II

WAKULLA COUNTY HEALTH DEPARTMENT

Part III. Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2020 to September 30, 2021

Quarterly Expenditure Plan

	FTE's	Clients	Services/	Quarterly Expenditure Plan				State	County	Grand Total
	(0.00)	Units	Visits	1st	2nd	3rd	4th			
				(Whole dollars only)						
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	0.56	633	716	10,946	9,385	10,946	9,386	29,363	11,300	40,663
SEXUALLY TRANS. DIS. (102)	0.61	189	280	12,039	10,321	12,039	10,321	41,590	3,130	44,720
HIV/AIDS PREVENTION (03A1)	0.00	0	0	78	67	78	67	290	0	290
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.00	0	0	0	0	0	0	0	0	0
ADAP (03A4)	0.64	21	43	14,308	12,267	14,308	12,268	53,151	0	53,151
TUBERCULOSIS (104)	0.26	10	16	4,004	3,433	4,004	3,434	14,375	500	14,875
COMM. DIS. SURV. (106)	1.87	0	6,280	102,524	87,899	102,524	87,899	380,846	0	380,846
HEPATITIS (109)	0.00	0	0	0	0	0	0	0	0	0
PREPAREDNESS AND RESPONSE (116)	3.24	0	606	78,142	66,996	78,142	66,996	290,276	0	290,276
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL RECORDS (180)	0.18	1,014	2,189	2,743	2,351	2,743	2,351	0	10,188	10,188
COMMUNICABLE DISEASE SUBTOTAL	7.36	1,867	10,130	224,784	192,719	224,784	192,722	809,891	25,118	835,009
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	1.08	158	100	16,195	13,885	16,195	13,886	60,161	0	60,161
WIC (21W1)	0.00	0	0	0	0	0	0	0	0	0
TOBACCO USE INTERVENTION (212)	1.22	0	15	26,585	22,793	26,585	22,793	98,756	0	98,756
WIC BREASTFEEDING PEER COUNSELING (21W2)	0.00	0	0	0	0	0	0	0	0	0
FAMILY PLANNING (223)	2.10	389	646	38,588	33,084	38,588	33,085	111,195	32,150	143,345
IMPROVED PREGNANCY OUTCOME (225)	0.76	74	463	16,908	14,496	16,908	14,495	37,807	25,000	62,807
HEALTHY START PRENATAL (227)	1.09	184	1,131	19,993	17,141	19,993	17,140	0	74,267	74,267
COMPREHENSIVE CHILD HEALTH (229)	0.15	10	10	2,527	2,166	2,527	2,166	9,126	260	9,386
HEALTHY START CHILD (231)	0.91	76	854	16,627	14,255	16,627	14,256	0	61,765	61,765
SCHOOL HEALTH (234)	12.12	0	54,810	183,257	157,116	183,257	157,116	620,782	59,964	680,746
COMPREHENSIVE ADULT HEALTH (237)	1.17	111	126	21,345	18,300	21,345	18,300	74,515	4,775	79,290
COMMUNITY HEALTH DEVELOPMENT (238)	0.16	0	0	3,808	3,265	3,808	3,266	14,147	0	14,147
DENTAL HEALTH (240)	3.39	1,433	2,350	63,768	54,672	63,768	54,673	225,806	11,075	236,881
PRIMARY CARE SUBTOTAL	24.15	2,435	60,505	409,601	351,173	409,601	351,176	1,252,295	269,256	1,521,551
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.12	120	128	1,773	1,520	1,773	1,520	6,586	0	6,586
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.00	0	0	120	102	120	102	444	0	444
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.08	0	0	1,527	1,309	1,527	1,308	4,871	800	5,671
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	3.30	1,490	2,075	52,968	45,413	52,968	45,413	146,822	49,940	196,762
Group Total	3.50	1,610	2,203	56,388	48,344	56,388	48,343	158,723	50,740	209,463
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.03	11	3	646	554	646	555	2,401	0	2,401
FOOD HYGIENE (348)	0.10	19	37	1,668	1,430	1,668	1,430	5,200	996	6,196

ATTACHMENT II

WAKULLA COUNTY HEALTH DEPARTMENT

Part III. Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2020 to September 30, 2021

	Quarterly Expenditure Plan								State	County	Grand Total
	FTE's	Clients	Services/	1st	2nd	3rd	4th				
	(0.00)	Units	Visits	(Whole dollars only)							
BODY PIERCING FACILITIES SERVICES (349)	0.00	0	0	4	4	4	4	16	0	16	
GROUP CARE FACILITY (351)	0.00	0	0	41	35	41	34	151	0	151	
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0	
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0	
MOBILE HOME AND PARK (354)	0.05	31	39	758	650	758	649	769	2,046	2,815	
POOLS/BATHING PLACES (360)	0.06	17	21	1,039	891	1,039	890	3,759	100	3,859	
BIOMEDICAL WASTE SERVICES (364)	0.06	34	42	980	798	930	798	3,456	0	3,456	
TANNING FACILITY SERVICES (369)	0.03	0	0	605	519	605	519	2,248	0	2,248	
Group Total	0.33	112	142	5,691	4,881	5,691	4,879	18,000	3,142	21,142	
Groundwater Contamination											
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0	
SUPER ACT SERVICES (356)	0.00	0	0	0	0	0	0	0	0	0	
Group Total	0.00	0	0	0	0	0	0	0	0	0	
Community Hygiene											
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0	
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0	
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0	
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0	
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0	
SANITARY NUISANCE (365)	0.12	26	50	1,992	1,708	1,992	1,707	7,399	0	7,399	
RABIES SURVEILLANCE (366)	0.01	0	0	129	111	129	111	480	0	480	
ARBORVIRUS SURVEIL. (367)	0.63	0	0	11,408	9,781	11,408	9,781	0	42,378	42,378	
RODENT/ARTHROPOD CONTROL (368)	0.02	0	0	649	557	649	557	2,412	0	2,412	
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0	
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0	
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0	
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0	
Group Total	0.78	26	50	14,178	12,157	14,178	12,156	10,291	42,378	52,669	
ENVIRONMENTAL HEALTH SUBTOTAL	4.61	1,748	2,395	76,257	65,382	76,257	65,378	187,014	96,260	283,274	
D. NON-OPERATIONAL COSTS:											
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0	
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	2,423	2,077	2,423	2,077	9,000	0	9,000	
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0	
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	2,423	2,077	2,423	2,077	9,000	0	9,000	
TOTAL CONTRACT	36.12	6,050	73,030	713,065	611,351	713,065	611,353	2,258,200	390,634	2,648,834	

ATTACHMENT III
WAKULLA COUNTY HEALTH DEPARTMENT
CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

Attachment IV

Fiscal Year - 2020 - 2021

Wakulla County Health Department

Facilities Utilized by the County Health Department

Complete Location (Street Address, City, Zip)	Facility Description And Official Building Name (if applicable) (Admin, Clinic, Envrn Hlth, etc.)	Lease/ Agreement Number	Type of Agreement (Private Lease thru State or County, other - please define)	Complete Legal Name of Owner	SQ Feet	Employee Count (FTE/OPS/ Contract)
48 Oak Street Crawfordville, FL 32327	Wakulla County Health Department		County	Wakulla Board of County Commissioners	9000	28
3237 Costal Highway Crawfordville, FL 32327	Wakulla High School		County	Wakulla County School Board	800	2
45 Warrior Way Crawfordville, FL 32327	Shadeville Elementary School		County	Wakulla County School Board	500	1
2558 Costal Highway Crawfordville, FL 32327	Medart Elementary School		County	Wakulla County School Board	500	1
530 Lonnie Raker Crawfordville, FL 32327	Riversink Elementary School		County	Wakulla County School Board	500	1.5
POB 367 Crawfordville, FL 32327	Crawfordville Elementary School		County	Wakulla County School Board	500	1.5
22 Jean Drive Crawfordville, FL 32327	Wakulla Middle School		County	Wakulla County School Board	500	1

Facility - a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilities. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.

**ATTACHMENT V
WAKULLA COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN**

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2019-2020*	\$ _____ 0	\$ _____ 0	\$ _____ 0
2020-2021**	\$ _____ 0	\$ _____ 0	\$ _____ 0
2021-2022***	\$ _____ 0	\$ _____ 0	\$ _____ 0
2022-2023***	\$ _____ 0	\$ _____ 0	\$ _____ 0
PROJECT TOTAL	\$ _____ 0	\$ _____ 0	\$ _____ 0

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: _____

PROJECT NAME: _____

LOCATION/ADDRESS: _____

PROJECT TYPE:

NEW BUILDING	_____	ROOFING	_____
RENOVATION	_____	PLANNING STUDY	_____
NEW ADDITION	_____	OTHER	_____

SQUARE FOOTAGE: _____ 0

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

START DATE *(Initial expenditure of funds)* : _____

COMPLETION DATE: _____

DESIGN FEES: \$ _____ 0

CONSTRUCTION COSTS: \$ _____ 0

FURNITURE/EQUIPMENT: \$ _____ 0

TOTAL PROJECT COST: \$ _____ 0

COST PER SQ FOOT: \$ _____ 0

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

* Cash balance as of 9/30/20

** Cash to be transferred to FCO account.

*** Cash anticipated for future contract years.

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: August 28, 2020

To: Honorable Chairman and Members of the Board

From: Sheriff Jared Miller, Wakulla County Sheriff's Office
Jan Sanders, Wakulla County Sheriff's Office

Subject: Request Board Approval to Submit the Justice Assistance Grant (JAG) Application to Purchase Law Enforcement Computer Devices and Authorize the Chairman to Execute the Certificate of Acceptance

Statement of Issue:

This agenda item requests Board approval to submit the Justice Assistance Grant (JAG) Application to purchase law enforcement computer devices and authorize the Chairman to execute the Certificate of Acceptance.

Background:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives.

Analysis:

WCSO is requesting approval to submit the JAG Application (Attachment #1) in the amount of \$4,597 to purchase law enforcement computer devices for the Wakulla County Sheriff's Office. Application with signature is due to FDLE by October 2, 2020.

Upon approval of the Grant Application from the State, a Certificate of Acceptance will be issued stating that the funds can be used for the purchase of law enforcement computer devices. Therefore, this agenda item is also seeking approval to authorize the Chairman to execute the Certificate of Acceptance once received from FDLE.

Budget Analysis:

There is no budgetary impact and no match for this grant. If awarded, this grant application will provide the WCSO with \$4,597 to fund the purchase of law enforcement computer devices.

Options:

1. Approve to Submit the Justice Assistance Grant (JAG) Application to Purchase Law Enforcement Computer Devices and Authorize the Chairman to Execute the Certificate of Acceptance.

Request Board Approval to Submit the Justice Assistance Grant (JAG) Application to Purchase Law Enforcement Computer Devices and Authorize the Chairman to Execute the Certificate of Acceptance

September 21, 2020

Page 2

2. Do Not Approve to Submit the Justice Assistance Grant (JAG) Application to Purchase Law Enforcement Computer Devices and Do Not Authorize the Chairman to Execute the Certificate of Acceptance.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. JAG Application

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: Wakulla County Board of County Commissioners

County: Wakulla

Chief Official

Name: Mike Stewart

Title: Chairman

Address: Post Office Box 1263

City: Crawfordville

State: FL **Zip:** 32327

Phone: 850-926-0919 **Ext:**

Fax:

Email: mstewart@mywakulla.com

Chief Financial Officer

Name: Brent Thurmond

Title: Clerk of Court

Address: 3056 Crawfordville Highway

City: Crawfordville

State: FL **Zip:** 32327-3136

Phone: 850-926-0325 **Ext:**

Fax:

Email: bxt@wakullaclerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name: Wakulla County Sheriff's Office
County: Wakulla

Chief Official

Name: Jared Miller
Title: Sheriff
Address: 15 Oak Street
City: Crawfordville
State: FL **Zip:** 32327-2090
Phone: 850-745-7101 **Ext:**
Fax:
Email: jmillers@wcco.org

Project Director

Name: Jan Sanders
Title: Finance Director
Address: 15 Oak Street
City: Crawfordville
State: FL **Zip:** 32327-2090
Phone: 850-745-7131 **Ext:**
Fax: 850-926-0128
Email: jsanders@wcco.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Section Questions:

Question: If yes to either #1 or #2, describe each practice AND provide a copy of each law or policy to criminaljustice@fdle.state.fl.us.

Answer: N/A

Question: Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE)?

Answer: No

Question: Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: JAG DIRECT MOBILE COMPUTING TECHNOLOGY (MCT'S)
Subgrant Recipient: Wakulla County Board of County Commissioners
Implementing Agency: Wakulla County Sheriff's Office
Project Start Date: 10/1/2020 **End Date:** 6/30/2022

Problem Identification

Law enforcement officers must have the necessary equipment to communicate with the dispatch unit so that he or she can respond to any emergency call in the quickest time possible. They also need to have the ability to receive and share sensitive information without delay. This has created a need for Mobile Computing Technology (MCT). This advanced technology provides law enforcement officers with full system access directly from their patrol vehicle. Mobile Computing is a technology that allows transmission of data, voice and video via a computer or any other wireless enabled device without having to be connected to a fixed physical link. The direct access capability allows Wakulla County Deputies the ability to conduct priority inquiries retrieving information from wherever they are. Mobile computing allows users to process data or perform digital tasks on mobile devices. The wireless networks carry the data where it needs to go. These systems are proving to be a vital resource for growing numbers of law enforcement agencies. Officers are able to access critical information necessary to facilitate the apprehension and arrest of perpetrators.

Currently the budget for the Wakulla County Board of Commissioners does not have resources in the general fund to provide for Mobile Computing Technology. Grant funding will provide the assistance necessary for this much needed enhancement.

Project Summary (Scope of Work)

The Wakulla County Sheriffs Office (WCSO) will use JAG funding to provide officers with Mobile Computing Technology (MCT's). The WCSO will purchase two (2) rugged laptop computers complete with MCT mobile hardware and software. This advanced wireless networking will allow officers to carry portable devices such as laptops and have access to a shared infrastructure, independent of their physical location. This technology will provide the WCSO with flexible communication between its officers and continuous access to networked services which include criminal background information. This information will be critical in alerting officers to dangers that may otherwise be hidden from them potentially placing them in harms way. Wakulla County Deputies will be using the MCT's to help them navigate through unforeseen circumstances in the course of performing their daily duties. This equipment will give deputies the ability to achieve the goal of this project, an increased level of safety for responding officers and the general public. By the end of March 2021, quotes will be gathered, a vendor selected and a purchase order submitted for the MCT's, this concept involves mobile communication, mobile hardware and mobile software. These rugged laptop computers with hardware and software will be ordered by the Project Director and installed for officers in the field by the end of June 2021.

This project requests federal grant funding for a law enforcement or criminal justice technology related project and may be subject to review and approval by the State

Application for Funding Assistance

Florida Department of Law Enforcement Justice Assistance Grant - Direct

Information Technology (IT) Point of Contact. By utilizing funds for this project, the subrecipient and implementing agency agree to conform to all state and national standards for technology and information sharing systems that connect to, and/or interface with state and national systems, and/or reside on the state Criminal Justice Network (CJNet). These standards include, but are not limited to, the FBI CJIS Security Policy and any rules, regulations or guidance enacted by the Criminal and Juvenile Justice Information System (CJJIS) Council under F.S. 943.06.

Documentation of deliverables must be maintained by the subrecipient and/or implementing agency and made available for monitoring. Example documentation for the purchase of items and services include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices and proof of payment, etc.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor/provider. Minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

All activities discussed in the scope of work or project deliverables are for the Mobile Computing Technology.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

- Question: What is the combined population of the jurisdiction(s) your agency serves, according to the 2010 census?
- Answer: 30776
- Question: What percentage of the total cost of this project is being funded by sources other than this award?
- Answer: 0
- Question: What is the name of the jurisdiction your agency serves? (i.e., your city or your county)
- Answer: Wakulla County
- Question: What is the physical address of the location being used to provide services for this project? If services are being provided at more than one location, list all of them.
- Answer: 15 Oak Street
Crawfordville, FL 32327
- Question: Describe your agency (e.g., municipal government, school board, sheriff's office).
- Answer: Sheriff's Office
- Question: What is the Operating Capital Outlay threshold used by the subgrantee? (Verify this with your finance director.) If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.
- Answer: 1000
- Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.
- Answer: N/A
- Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?
- Answer: No
- Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?
- Answer: No
- Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
- Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov? (If no, funds will not be available for drawdown.)

Answer: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions (Required)

Objectives and Measures

Objective: General Questions - Required questions for all recipients.

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: Social Media
FDLE
DISC Village

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: Public satisfaction with police services

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Hosting community meetings; attending community meetings, attending community events (monthly)

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: Citizen's Police Academy, Internships for university students, Volunteer Program, k-12 school programs, Youth Athletic Programs

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: Purchase two (2) rugged laptop computers complete with MCT mobile hardware and software. Provide law enforcement officers with full system wireless access directly from their patrol vehicle. Provide a heightened level of safety for responding officers and the general public.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: Funding

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: Purchase two Rugged Laptops with MCT, install mobile hardware and software. Provide training to ensure officers can operate the systems correctly and deploy to deputies in the field.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for recipients funding Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 01

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596031875

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$4,597.00	\$0.00	\$4,597.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$4,597.00	\$0.00	\$4,597.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial (cont.)

Budget Narrative:

Budget Narrative:

Operating Capital Outlay:

Two Rugged Laptop computers with Mobile Computing Technology (MCT's)

Bundle Package will include:

Installation and hardware

Programming and software

Antennas and Mount

Shipping and handling

Two year warranty

Total Cost: \$4,597.00

The grant will be charged at 100% until funds are exhausted, the remaining amount will be paid by the Wakulla County Sheriff's Office.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase? (Documentation will be required.)

Answer: No

Question: If fringe benefits are included, are they detailed in the budget narrative?

Answer: N/A

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: Competitive bid or term contract

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 4, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Nannette Watts, Public Works Administration Director

Subject: Request Board Approval to Accept the Small County Consolidated Solid Waste Grant Agreement from the Florida Department of Environmental Protection in the Amount of \$93,750.00

Statement of Issue:

This agenda item requests Board approval to accept the Small County Consolidated Solid Waste Grant Agreement from the Florida Department of Environmental Protection in the amount of \$93,750.00.

Background:

The County has been receiving grant monies from the Florida Department of Environmental Protection (FDEP) for Solid Waste for over fifteen years. It originally came in four smaller grants called the Recycling and Education Grant, a Small County Grant, a Waste Tire Grant, and a Litter Control Grant. In 2003, FDEP grouped these together into the Consolidated Solid Waste Grant.

Analysis:

The current requirements of the grant mandates that the funds must be dedicated before the grant will be awarded. Staff has received approval from FDEP to use the funds for the following items:

- DEP mandated Landfill Compliance and Evaluation Monitoring for Lower Bridge Landfill \$ 28,020.00.
- DEP mandated Landfill Compliance and Evaluation Monitoring for Medart Landfill \$25,493.00.
- Household Hazardous Waste Day (x2) disposal costs \$15,000.00.
- Lower Bridge Landfill Water Line Project \$25,237.00.

Staff is requesting Board approval to accept the Small County Consolidated Waste Grant Agreement from FDEP in the amount of \$93,750.00. The term of this Agreement is from October 1, 2020 to September 30, 2021.

Budgetary Impact:

Approval of this agenda item will allow the County to continue to receive needed grant funds from FDEP on a cost reimbursement basis. This is a non-matching grant in the amount of \$93,750.00 and is included in the FY20-21 Budget.

Request Board Approval to Accept the Small County Consolidated Solid Waste Grant Agreement from the Florida Department of Environmental Protection in the Amount of \$93,750.00
September 21, 2020
Page 2

Options:

1. Approve to Accept the Small County Consolidated Solid Waste Grant Agreement from the Florida Department of Environmental Protection in the Amount of \$93,750.00.
2. Do Not Approve to Accept the Small County Consolidated Solid Waste Grant Agreement from the Florida Department of Environmental Protection in the Amount of \$93,750.00.
3. Board Direction.

Recommendation:

Option #1

Attachment(s):

1. FY2020-2021 Small County Consolidated Grant Agreement SC130

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection,**
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____ (Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: _____

6. Department's Grant Manager Name: _____ _____ or successor Address: _____ _____ Phone: _____ Email: _____	Grantee's Grant Manager Name: _____ _____ or successor Address: _____ _____ Phone: _____ Email: _____
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- | |
|---|
| <input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements |
| <input type="checkbox"/> Attachment 2: Special Terms and Conditions |
| <input type="checkbox"/> Attachment 3: |
| <input type="checkbox"/> Attachment 4: Public Records Requirements |
| <input type="checkbox"/> Attachment 5: Special Audit Requirements |
| <input type="checkbox"/> Attachment 6: Program-Specific Requirements |
| <input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S. |
| <input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal) |
| <input type="checkbox"/> Additional Attachments (if necessary): |
| <input type="checkbox"/> Exhibit A: Progress Report Form |
| <input type="checkbox"/> Exhibit B: Property Reporting Form |
| <input type="checkbox"/> Exhibit C: Payment Request Summary Form |
| <input type="checkbox"/> Exhibit D: |
| <input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo |
| <input type="checkbox"/> Additional Exhibits (if necessary): |

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing initial funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

Attachment 1

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

- option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. SC130**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Wakulla County Small County Consolidated Waste Management Grant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the

Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO. SC130**

ATTACHMENT 3

PROJECT TITLE: Wakulla County Small County Consolidated Solid Waste Management Grant

PROJECT AUTHORITY: Wakulla County (Grantee) received funding from the Florida Legislature in the amount of \$93,750.00, through Specific Appropriation Line Item No. 1704, Solid Waste Management Trust Fund, Fiscal Year (FY) 2020-21 General Appropriations Act. The Grantee meets the threshold for a small county (population under 110,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its solid waste management program costs and household hazardous waste collection. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

PROJECT LOCATION: The Grantee maintains permit compliance and groundwater monitoring at two (2) of its closed facilities: the Wakulla County Lower Bridge Landfill (Facility ID No. 14494, DEP Permit Numbers 0013134-011-SF and 0013124-012-SO) located at 146 County Landfill Road, Crawfordville, Florida, 32327; and, the Medart Landfill (Facility ID No. 14463, DEP Permit Number 0065425-001-SO) located on State Road 375 one mile east of US Highway 98, Crawfordville, Florida, 32327. The Grantee co-hosts hazardous household waste collection event(s) at Wakulla County Public Works, 340 Trice Lane, Crawfordville, Florida 32327, and is closing the Medart permit in order to end long term care at 331 Jack Crum Road, Crawfordville, Florida, 32327.

PROJECT BACKGROUND: The Grantee has an existing contract with Jones Edmunds and Associates, Inc. (Contractor) to provide the following services: 1) maintenance and compliance with the permit issued for the long-term care of the closed Class I and Class III landfill known as the Wakulla County Lower Bridge Landfill, which includes semiannual groundwater monitoring and an annual landfill gas monitoring event; and 2) maintenance and compliance with the permit issued for solid waste groundwater monitoring for the closed Class I landfill known as the Medart Landfill. Funds provided through this Agreement allow the Grantee to pay the costs associated with compliance monitoring and evaluation. The Grantee needs this funding to help offset the costs of the compliance monitoring and evaluation because of its small population and limited funding resources.

Since 2001, the Grantee has co-hosted hazardous household waste collection events with Jefferson County, to offer residents the opportunity to drop-off and properly dispose of their hazardous waste including, cathode ray tubes in televisions, computer monitors and other consumer electronics. White goods (stoves, refrigerators, water heaters, dryers, etc.) are not accepted at these events. The Grantee will use some of the grant funds to subsidize its share of the cost for co-hosting these events.

PROJECT DESCRIPTION: Under its current permit for the Lower Bridge Landfill, the Grantee must provide long-term care at this facility. Long-term care includes groundwater monitoring and landfill gas monitoring. In addition to the compliance monitoring, DEP correspondence dated October 21, 2008, as revised in the memo of October 7, 2014, requires evaluation monitoring in response to elevated concentrations of Arsenic, Iron, and Ammonia Nitrogen in site groundwater wells.

The Grantee was issued a permit for groundwater monitoring for the Medart Landfill in order to continue semiannual monitoring at the facility in lieu of the monitoring required by the long-term closure plan and the monitoring only plan. Under this permit, the Grantee must conduct two (2) semiannual groundwater sampling events and submit an annual compliance report.

The Grantee has an existing interlocal agreement with Jefferson County to co-host two (2) hazardous waste collection events in Wakulla County. The event is open to all Wakulla County residents and conditionally exempt small quantity generators (CESQG) to offer the collection and proper disposal of their hazardous waste. The service is free for households and a reduced fee for CESQGs.

Additional Narrative: The Grantee's permit requirements and two amnesty day needs occur on an on-going basis year-round, and as such the Grantee's operations are budgeted on an annual basis. The annual budget prepared by the Grantee may exceed the grant award amount, and it is understood that any project costs exceeding the grant funding awarded for allowable costs under this Agreement remain the sole responsibility of the Grantee.

TASKS and DELIVERABLES:

Landfill Compliance and Monitoring

Task 1: Wakulla County Lower Bridge Landfill Permit-Required Compliance and Evaluation Monitoring

Task Description: The Lower Bridge Landfill is a closed facility consisting of a 7.25-acre Class I Landfill and 2.71- acre Class III Landfill. The Class III cells were certified closed on November 5, 2015, and the Class I cells were certified closed on October 14, 1997. Thirty (30) year long-term care began on November 9, 2015. The permits issued for this facility require semiannual groundwater monitoring, an annual landfill gas monitoring event, and evaluation monitoring in response to elevated concentrations of Arsenic, Iron, and Ammonia Nitrogen in site groundwater wells.

The Contractor will conduct two (2) semiannual groundwater and one (1) annual landfill gas monitoring events:

- Sample eleven (11) groundwater monitoring wells, to include two (2) detection wells, six (6) compliance wells, and three (3) background wells-semiannually.
- Analyze the groundwater samples for the parameters listed in Appendix 3, Specific Condition H of the permit.
- Measure depth-to-water in a continuous round in the groundwater monitoring wells before sampling activities. The depth-to-water measurements will be used to prepare groundwater potentiometric surface maps.

The Contractor will prepare and submit two (2) semiannual compliance reports, which will include a summary letter, authorized signature pages, a groundwater contour map, analytical data summary tables of groundwater results, field data sheets, Parameter Monitoring Report forms, and the laboratory analytical reports to the Department and provide the Grantee with two (2) hard copies. The 2nd Semiannual 2020 report is due by January 1, 2021 and the 1st Semiannual 2021 report is due by July 1, 2021. The annual Measure Landfill Gas (LFG) monitoring report will be due to the Department, electronically, fifteen (15) days after the sampling event.

Deliverables: Completion of the task as evidenced by submittal of all the following supporting documentation: copy of the subcontract for the Grantee's Contractor, copies of the paid Contractor invoices, copies of the Contractor's testing and status reports and maintenance plan. All documentation

for deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Landfill Compliance and Monitoring

Task #2: Medart Landfill Compliance and Monitoring

Task Description: The Medart Landfill is a Class I landfill facility that closed in 1984 and has approximately 14 acres that were used for disposal. The Grantee was issued a solid waste groundwater monitoring permit, May 29, 2014, in order to continue semiannual monitoring at the facility in lieu of the monitoring required by the long-term closure plan and the monitoring only plan.

The Contractor will conduct two (2) semiannual groundwater sampling events that will include:

- Sampling the following nine (9) monitoring well: one (1) background well, two (2) detection wells, two (2) compliance wells, and four (4) assessment wells.
- Analyze the groundwater samples for Monitoring Well Compliance Sampling Analytical Parameters listed under the permit.
- Sample three (3) plume delineation wells semiannually
- Analyze the samples from the Plume Delineation Wells for Ammonia, Iron, Arsenic, and field parameters.
- Measure depth-to-water in a continuous-round in the monitoring wells before sampling activities. The depth- to-water measurements will be used to prepare groundwater potentiometric surface maps.

The Contractor will prepare and submit two (2) semiannual compliance reports, which will include a summary letter, authorized signature pages, a groundwater contour map, analytical data summary tables, field data sheets, Parameter Monitoring Report forms, and the laboratory analytical reports to the Department and provide the Grantee with two (2) hard copies. The 2nd Semiannual 2020 report is due by January 1, 2021 and the 1st Semiannual 2021 report is due by July 1, 2021, but will be submitted to the Department no later than by September 30, 2021.

Additionally, the Contractor will prepare and submit the Annual Report summarizing the groundwater analytical data collected for that year's Monitoring Events to the Department. This report is required in the Natural Attenuation Monitoring-Only Plan Approval Order. The annual report is due at the end of December and summarizes the analytical data collected over the past year. Because the project duration is for the 2020 fiscal year only, the annual report covering the data collected during 2020 is due by December 31, 2020.

Deliverables: Completion of the task as evidenced by submittal of all the following supporting documentation. The Grantee will submit copies of the subcontract for the Grantee's Contractor, copies of the paid Contractor invoices, copies of the Contractor's engineering plan, testing and status reports and

mitigation plan. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Household Hazardous Waste Collection

Task #3: Hazardous Waste Collection Event

Task Description: Under DEP Agreement No. HW103 and in accordance with the Interlocal Agreement, Jefferson County is responsible for planning and conducting two hazardous waste collection events. As party to both the Interlocal Agreement and as a "Neighboring" county under DEP Agreement No. HW103, the Grantee is responsible for:

- a. Establishing a site for its mobile hazardous waste collections to be held no later than May 31, 2021.
- b. Guaranteeing funding for payment of twenty-five percent (25%) of its total collection cost to Jefferson County unless otherwise agreed upon as evidenced in the Interlocal Agreement.
- c. Providing funding for any additional costs, which exceed Jefferson County's budget of seventy-five percent (75%) of the total collection cost, with such payment due to Jefferson County within a specified time frame.
- d. Establishing a local project manager to work with the Grantee to publicize the collection events and to prepare and distribute public awareness information on proper hazardous waste management. This information may be distributed to the local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.
- e. Attending the collection events and assisting Jefferson County in overseeing the paperwork at the close of the collection event.

As the events will take place on a Saturday, and both the Recycling Coordinator and Administrative Assistant will be on hand to work, overtime has been authorized at a rate of time and a half.

Deliverables: Completion of the task as evidenced by submittal of all the following supporting documentation: 1) an event report that includes the date, time and location, the types and amounts of waste collected, the final destination of such waste, the type and number of participants served, details of the work completed, problems encountered and problem resolution for the event, due no later than thirty (30) calendar days after event completion; 2) documentation of the event in the form of newspaper coverage or advertisement of the event with the date and title of the publication or dated, color photographs; 3) time cards, payroll reports to support the hours worked and the fringe rate paid for the various included benefits, and proof of payment; and 4) a copy of the invoice received from Jefferson County to verify the Grantee's required twenty-five percent (25%) of the event's total collection costs. All documentation for the deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department’s Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department’s Grant Manager prior to payment request submittal.

Landfill Operations

Task 4: Installation of water line to Lower Bridge Landfill

Task Description: The Grantee will install a permanent water line to run water to the Lower Bridge Landfill. The Grantee’s Contractor, Talquin Electric Co-Op, will install a water tap and jack and bore under Dr. Martin Luther King Blvd across to County Landfill Road. The contractor will set a 1.5 inch water meter and run a water line the length of the road (.5 miles) to connect to the Landfill offices and shop. Funding under this task only covers a portion of the Grantee’s total costs for the project. Any costs exceeding the grant funding are the responsibility of the Grantee.

Deliverables: Completion of the task as evidenced by submittal of all the following supporting documentation: copy of the subcontract for the Grantee's Contractor, copies of the paid Contractor invoices, copies of the Contractor's engineering plan. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department’s Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department’s Grant Manager prior to payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Lower Bridge Landfill Permit Required Compliance and Evaluation Monitoring	10/1/2020	9/30/2021	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.
2	Medart Landfill Permit Required Compliance and Evaluation Monitoring	10/1/2020	9/30/2021	Within thirty (30) calendar days following completion of the event.

3	Hazardous Waste Collection Event	10/1/2020	9/30/2021	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.
4	Installation of water line to Lower Bridge Landfill	10/1/2020	9/30/2021	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services (Subcontractor)	\$28,020.00
	Total for Task:	\$28,020.00
2	Contractual Services (Subcontractor)	\$25,493.00
	Total for Task:	\$25,493.00
3	Contractual Services (Subcontractor)	\$15,000.00
	Total for Task:	\$15,000.00
4	Contractual Services (Subcontractor)	\$25,237.00
	Total for Task:	\$25,237.00

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services (Subcontractor)	\$93,750.00
Total:	\$93,750.00

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	DEP	2020-21	37.012	Small County Consolidated Waste Grant	\$93,750	140134
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$93,750	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE SMALL COUNTY CONSOLIDATED SOLID WASTE (SCCSW) GRANT PROGRAM**

ATTACHMENT 6

1. The following requirements supersede paragraph 10 of Attachment 1, Standard Terms and Conditions:

Status Reports. The Grantee shall utilize Exhibit A, Progress Report Form, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion of the invoice period authorized under Chapter 62-716.310, F.A.C., and described in Attachment 3. It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months, and that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

2. In addition to the allowable cost categories described in Attachment 2, Special Terms and Conditions the following reimbursement provisions shall apply:

Prohibited Costs. Independent of the Grantee's obligation to any subcontractors, the Department shall not reimburse any of these prohibited costs, and if such costs are charged by a Grantee's subcontractor, the Grantee shall be responsible for payment from sources other than the grant funds awarded under this Agreement. The following costs are not eligible for reimbursement under this Agreement:

- a. Indirect, overhead or administrative costs (excluding fringe benefits);
- b. Promotional items such as t-shirts and other items promoting the program;
- c. Cell phone usage;
- d. Attorney's fees or court costs;
- e. Civil or administrative penalties;
- f. Interest in real property;
- g. Handling fees, such as set percent overages associated with purchasing supplies or equipment; and
- h. Vehicles, unless authorized in Attachment 3 of this Agreement.

Travel. Authorized travel expenses are included in the allowable items described in Attachment 3 and no additional travel expenses in excess of those already described in Attachment 3 will be authorized without written approval from the Department. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, F.S.

Vehicle Purchases. If the Grantee is authorized to purchase a vehicle necessary to complete the work under this Agreement, the cost of such vehicle shall not exceed the total authorized in Attachment 3, for use in performing the services described in Attachment 3. The vehicle type proposed for the purchase being authorized by the Department shall be described in Attachment 3. The Grantee shall purchase the vehicle(s) utilizing the Grantee's procurement procedures. If eligible, the Grantee should consider the Department of Management Services, State Term Contract(s), when purchasing a vehicle.

Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the vehicle purchased under this Agreement. However, the Grantee is required to account for and report on any vehicle purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. The Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. Vehicle(s) purchased for the Project are subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:

- a. The Grantee, and its authorized employees, shall have title to and use of vehicle for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed, title of the vehicle shall be transferred to the Department.
- b. The Grantee is responsible for the implementation of manufacturer required maintenance procedures to keep the vehicle in good operating condition and to keep records of all maintenance performed on the vehicle.
- c. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles relating to insurance.
- d. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, the vehicle(s) purchased with state funds and held in his possession for use in this Agreement with the Department.
- e. The Grantee is responsible for the purchase of, and shall maintain a current State of Florida tag and registration for all vehicles purchased under this Agreement.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	SC130		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. SC130 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

**Exhibit C
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: SC130 Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$	\$	\$N/A	\$N/A
Fringe Benefits	\$ N/A	\$	\$N/A	\$N/A
Indirect Cost	\$ N/A	\$	\$N/A	\$N/A
Contractual (Subcontractors)	\$ N/A	\$	\$N/A	\$N/A
Travel	\$ N/A	\$	\$N/A	\$N/A
Equipment (Direct Purchases)	\$ N/A	\$	\$N/A	\$N/A
Rental/Lease of Equipment	\$ N/A	\$	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$	\$	\$N/A	\$N/A
Land Acquisition	\$ N/A	\$	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 8, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Somerset Pell, Planning and Community Development Director

Subject: Request Board Approval of the Small Matching Historic Preservation Grant Agreement, Approval of Work Authorization No. 20-31 with Kimley-Horn and Associates, and Approval of a Resolution and Budget Amendment

Statement of Issue:

This agenda item requests Board approval of the Small Matching Historic Preservation Grant Agreement, approval of Work Authorization No. 20-31 with Kimley-Horn and Associates, and approval a Resolution and Budget Amendment.

Background:

On May 6, 2019, the Board approved the preparation and submittal of a grant application to the Florida Department of State, Division of Historical Resources for a Small Matching Historic Preservation Grant. The grant application was subsequently submitted which requested funding in the amount of \$50,000 to perform a historic resources survey for the County's coastal communities at the highest risk to natural disasters, as recommended by the Historic Preservation Committee (HPC).

It should be noted that within the Florida Certified Local Government Guidelines (CLG), CLGs are charged with maintaining a system where historic resources will be surveyed and inventoried. To date, the HPC has not performed any historic resource surveys.

Analysis:

The Grant Agreement provides that funds will be exclusively used to hire a qualified professional historic preservation survey consultant to complete a Wakulla County Coastal Resource Survey. A historic architectural resource survey of the coastal communities will include St. Marks, Newport, Oyster Bay, Panacea, Mashers Sands, Wakulla Beach, Spring Creek, and Shell Point, and will provide a final survey report and complete an updated/new Florida Master Site File form for each structure surveyed. The term of this Agreement ends on June 30, 2021 (Attachment #1).

Kimley-Horn and Associates is a continuing services contractor for the County and has subcontracted with a qualified professional historic presentation survey consultant (Paleo West) to perform the scope of work associated with this Agreement. Therefore, Work Authorization No. 20-31 has been prepared in the amount of \$50,000 to perform the historic resource survey (Attachment #2).

Agenda Request: Request Board Approval of the Small Matching Historic Preservation Grant Agreement, Approval of Work Authorization No. 20-31 with Kimley-Horn and Associates, and Approval of a Resolution and Budget Amendment

September 21, 2020

Page 2

Budgetary Impact:

No match is required for Wakulla County due to the BOCC's status as a Certified Local Government (CLG) and designation as a Rural Economic Development Initiative (REDI). Funding for the Coastal Resource Survey are paid from grant funds received through the Florida Department of State, Division of Historical Resources. This is a reimbursement grant not to exceed \$50,000. A unique sub-component fund will be established for these funds and all transactions associated with this special revenue will be recorded there.

Options:

1. Approve the Small Matching Historic Preservation Grant Agreement, Approve Work Authorization No. 20-31 with Kimley-Horn and Associates, and Approve the Resolution and Budget Amendment.
2. Do Not Approve the Small Matching Historic Preservation Grant Agreement, Do Not Approve Work Authorization No. 20-31 with Kimley-Horn and Associates, and Do Not Approve the Resolution and Budget Amendment.
3. Board Direction.

Recommendation:

Option #1

Attachment(s):

1. Small Matching Historic Preservation Grant Agreement
2. Work Authorization No. 20-31
3. Resolution
4. Budget Amendment

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Wakulla County Board of County Commissioners
21.h.sm.200.060

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

The Grantee has been awarded a Small Matching Grant by the Division, grant number 21.h.sm.200.060 for the Project "Wakulla County Coastal Resources Survey," in the amount of \$50,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3148, contained in the 2021 General Appropriations Act, HB 5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

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

1. Grant Purpose. This grant shall be used exclusively for the "Wakulla County Coastal Resources Survey," the public purpose for which these funds were appropriated.

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

Grant funds will be used to hire a qualified professional historic preservation survey consultant to conduct a historic architectural resources survey of the coastal towns of Wakulla County, including St. Marks, Newport, Oyster Bay, Panacea, Mashers Sands, Wakulla Beach, Spring Creek, and Shell Point. The survey will result in a final survey report and an updated/new Florida Master Site File (FMSF) form for each surveyed historic structure. The professional historic preservation survey consultant will update a minimum of forty (40) existing FMSF forms and will complete a minimum of one-hundred-eighty-five (185) new FMSF forms. The survey report shall conform to the provisions of Chapter 1A-46, Florida Administration Code (FAC).

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

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

#	Payment Type	Deliverable Description	Documentation	Payment Amount
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1	Fixed Price	Provide one (1) copy of the credentials of the professional historical preservation survey consultant to the Division for review and approval.	One (1) copy of the credentials of the professional historical preservation survey consultant	\$12,500
2	Fixed Price	Provide five (5) completed survey forms and one (1) copy of the survey timeline.	Five (5) completed survey forms; and one (1) copy of the survey timeline	\$12,500
3	Fixed Price	Provide one (1) electronic and one (1) hard copy of the draft survey report to the Division for review and approval. The survey report shall conform to Chapter 1A-46, FAC.	One (1) electronic and one (1) hard copy of the draft survey report, conforming to Chapter 1A-46, FAC.	\$12,500
4	Fixed Price	Provide one (1) electronic and one (1) hard copy of the minimum of forty (40) existing FMSF forms and the minimum of one-hundred-eighty-five (185) new FMSF forms, including photographs and maps; one (1) electronic and one (1) hard copy of the final survey report, conforming to Chapter 1A-46, FAC. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment.	One (1) electronic and one (1) hard copy of a minimum of two-hundred-twenty-five (225) FMSF forms, including photographs and maps; one (1) electronic and one (1) hard copy of the final survey report, conforming to Chapter 1A-46, FAC; a Single Audit Form; and the Final Progress Report	\$12,500
Totals				\$50,000

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

2. **Length of Agreement.** This Agreement shall begin on 07/01/20, and shall end 06/30/21, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement

shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Drew Begley
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6466
Email: drew.begley@dos.myflorida.com

For the Grantee:

Contact: Somer Pell
Address: 3093 Crawfordville Highway Crawfordville Florida 32327
Phone: 850.926.3695
Email: spell@mywakulla.com

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed and documentation evidencing all expenses incurred in achieving the completion of the deliverable. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf> where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/> . **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by

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

- 8. Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
- a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
 - b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
 - c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
 - d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

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

9. Additional Special Conditions.

Survey Projects.

- a) The Grantee shall submit survey project contracts to the Division for review and approval prior to execution.
- b) A 1A-32 permit must be obtained from the Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Division, if applicable.
- c) For historical structure and archaeological survey projects, the Grantee shall follow the historic structure and archaeological survey standards and guidelines as outlined in Chapter 1A-46, Florida Administrative Code, available online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>. The survey report shall conform to Chapter 1A-46, Florida Administrative Code.
- d) Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright

resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

10. **Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:
 - a) “This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida.” Any variation in this language must receive prior approval in writing by the Division.
 - b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.

11. **Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.
 - a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
 - b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.
 - a) **First Project Progress Report** is due by October 31, for the period ending September 30.
 - b) **Second Project Progress Report** is due by January 31, for the period ending December 31.
 - c) **Third Project Progress Report** is due by April 30, for the period ending March 31.
 - d) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.

- 13. Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified Local Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.
- 14. Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and Chapter 287 of the *Florida Statutes*;
 - c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;

- d) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;
- e) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;
- f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;
- g) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;
- h) Entertainment, food, beverages, plaques, awards, or gifts;
- i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- j) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;
- k) Administrative expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- m) Insurance costs;
- n) Capital improvements to property;
- o) Furniture and Equipment. (a) Expenditures for furniture and equipment including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, computers, cameras, printers, scanners, appliances, case goods (including cabinets, countertops, or bookshelves), new or replacement casework, systems' furniture, portable lighting fixtures, portable sound or projection systems, specialty fixtures and equipment, visual display units, total stations, movable partitions, and acoustical treatments and components, unless specific prior approval has been granted by the Division. (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval

has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;

- p) Costs associated with attending or hosting conferences, summits, workshops, or presentations; and
- q) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

- 23. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers,

agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
- 29. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.
- 31. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

- 32. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 33. Termination of Agreement.**
- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
 - b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
 - c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
- 34. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 35. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

- 36. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- 37. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. In addition, no Grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, child, parent, or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the grantee shall not receive grant funds, unless specifically authorized in writing by the General Counsel for the Department of State to avoid a potential violation of those statutes.
- 38. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
- 39. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 40. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 41. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
- 42. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 43. Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
 - b) Estimated Project Budget (Attachment A)
 - c) Single Audit Act Requirements and Exhibit I (Attachment B)

In acknowledgment of this grant, provided from funds appropriated in the 2021 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

Grantee:

By:

By: _____
Authorizing Official for the Grantee

Dr. Timothy Parsons, Division
Director

Typed name and title

Date

Date

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Historic Architectural Resources Survey	\$7,500	\$0	\$0
Preparation of New/Updated FMSF Forms	\$37,500	\$0	\$0
Preparations of Chapter 1A-46 Survey Report	\$5,000	\$0	\$0
Totals	\$50,000	\$0	\$0

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained

from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

1. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building
500 South Bronough St.
Tallahassee, FL 32399-0250

2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

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 agreement shall be submitted by or on behalf of the recipient directly to each of the following:

1. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building
500 South Bronough St.
Tallahassee, FL 32399-0250

2. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this

agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Department of the Interior, National Park Service, Historic Preservation Fund Grants-In-Aid, CFDA 15.904. Award Amount: \$18,250

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

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants; CSFA Number 45.031. Award Amount: \$31,750

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

Work Authorization No. 20-31

Professional Services Agreement Between the

Wakulla County, a political subdivision of the State of Florida and a Florida charter county

and

Kimley-Horn and Associates, Inc.

A. SUMMARY OF SERVICES TO BE RENDERED

This work authorization addresses professional services in support of Wakulla County's Division of Historical Resources (DHR) "Wakulla County Coastal Resources" grant project. We understand the County requires professional services to conduct a historic architectural resources survey in St. Marks, Newport, Oyster Bay, Panacea, Mashers Sands, Wakulla Beach, Spring Creek, and Shell Point and provide documentation of historic structures.

Task 1 – Historic Architectural Resources Survey

Kimley-Horn, through subconsultant Paleo West, will perform the following task.

The subconsultant will perform field work to conduct a historic architectural resources survey in the following locations – St. Marks, Newport, Oyster Bay, Panacea, Mashers Sands, Wakulla Beach, Spring Creek, and Shell Point. The subconsultant will obtain a 1A-32 permit from the Bureau of Archaeological Research prior to beginning field work conducted in state lands and submit a copy to the Client (if applicable).

The subconsultant will submit five (5) Florida Master Site File (FMSF) forms and a copy of the survey timeline. Each FMSF form will include at least one (1) photograph or map.

The subconsultant will provide professional documentation to update 40 existing FMSF forms and complete 185 new FMSF forms. Each FMSF form will include at least one (1) photograph and map. The subconsultant will submit the remaining up to 225 FMSF forms and a survey report that conforms to the provisions of Chapter 1A-46, F.A.C. according to DHR standards. This task includes addressing one (1) round of reasonable Client comments.

This task includes one (1) kick-off conference call and one (1) close-out conference call with Wakulla County, Kimley-Horn, and PaleoWest.

The deliverable will be 8.5" x 11" format. A PDF and hard copy version of the document will be provided to the Client.

ITEMS NEEDED FROM CLIENT

- Client shall provide completed audit form and progress reports to the Division of Historical Resources.
- Client shall grant permission to access particular sites (if applicable).

ADDITIONAL SERVICES

Any services not specifically provided for in the above Scope will be considered additional services and can be performed for an additional fee upon written authorization from the Client. Additional services we can provide include the following:

- Evaluation of additional structures.
- Completion of additional FMSF forms.
- Attendance at public workshops, meetings, hearings, and/or presentations beyond those specifically outlined in the tasks above.

B. PROJECT COST

PROJECT: Wakulla County Coastal Resources Survey

The Client agrees to pay Consultant a lump sum fee of \$50,000, inclusive of expenses, for Task 1 for this work authorization. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. It is not anticipated, but if applicable, all permitting, application, and similar project fees will be paid directly by the Client.

C. PROJECT SCHEDULE

The estimated project schedule is below. This assumes a Notice to Proceed Date on or before September 23, 2020.

Completion of Fieldwork	December 2020
Submission of FMSF Forms (5)	January 2020
Submission of 1A-46 Report	March 2021
Submission of Remaining FMSF Forms	March 2021
Close-out Meeting	May 2021
End of Grant Period	June 2021

D. NOTICE/PROJECT MANAGER OF CONSULTANT

Kelsey V. Lewis, P.E. | Kelsey.Lewis@Kimley-Horn.com

E. APPROVED BY:

Kimley-Horn and Associates, Inc.
Britt L. Stephens, PE, Vice President
2615 Centennial Boulevard, Suite 102
Tallahassee, Florida 32308
850.553.3500

Chair, Wakulla County Board of
County Commissioners

Dated this _____ day of _____, 2020.

Attachment: n/a

WAKULLA COUNTY
RESOLUTION # _____

WHEREAS, The Board of County Commissioners of Wakulla County, Florida has received funds from sources not anticipated in its budget for 2019-20 and

WHEREAS, those funds hereinafter described were received for a particular purpose; and

WHEREAS, Chapter 129.06, Florida Statutes, provides that the Budget Officer at any time within a fiscal year may amend a budget for that year when there is a receipt of funds from a source not anticipated in the budget and for a particular purpose, and expend it for a particular purpose; and

WHEREAS, there is provision for such receipts and appropriations to be added to the budget of the proper fund:

NOW, THEREFORE, The Board of County Commissioners does **RESOLVE** that the following described funds be appropriated and expended for the purpose indicated:

300-DOS-01.0300.000.334350	State Grant – Comprehensive Planning	\$50,000.00.
300-DOS-01.0300.515.5310	Professional Services	\$50,000.00.

Authorized and directed to add said receipts and appropriations to the budget of the proper fund.

PASSED AND ADOPTED, on this the _____ day of _____, 2020.

Mike Stewart., Chairman
Wakulla County, Florida
For 2019-2020 budget year

ATTEST:

Brent X. Thurmond, Clerk of Court

APPROVED AS TO FORM ONLY:

Heather Encinosa, Esquire
County Attorney

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 8, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Somerset Pell, Planning and Community Development Director

Subject: Request Board Approval of a Resolution Authorizing \$50,000 in SHIP Funds to be Used as a Local Match to Maximize Scoring for the FFY 2019 Small Cities CDBG Housing Rehabilitation Application

Statement of Issue:

This agenda item requests Board approval of a Resolution authorizing \$50,000 in SHIP funds to be used as a local match to maximize scoring for the FFY 2019 Small Cities CDBG Housing Rehabilitation Application.

Background:

The Community Development Block Grant Program (CDBG) is a federal program that provides funding for housing and community development. In 1974, Congress created the program by passing the Housing and Community Development Act, Title I. The national objectives of the program are to:

1. Benefit low- and moderate-income persons
2. Prevent or eliminate slum or blight
3. Address urgent community development needs.

The program, administered and funded by the United States Department of Housing and Urban Development, consists of two components:

1. Entitlement - provides funds directly to urban areas
2. Small Cities - provides funds to the states for distribution to rural areas.

The Florida Department of Economic Opportunity (DEO) administers Florida's Small Cities Community Development Block Grant Program. This is a competitive grant program that awards funds to rural areas. Each year since 1983, Florida has received between 18 and 35 million dollars.

Request Board Approval of a Resolution Authorizing \$50,000 in SHIP Funds to be Used as a Local Match to Maximize Scoring for the FFY 2019 Small Cities CDBG Housing Rehabilitation Application

Date: September 21, 2020

Page 2 of 2

Any applicant that leverages local funding to support the CDBG application increases its competitiveness. The greater the local match funding provided by the County, the probability of the application being funded is enhanced. The County can maximize its points by providing the greatest commitment of match funding through the SHIP program. The County has funding available under the SHIP program to make the commitment.

Analysis

In order to increase the County's chances of being funded under the FFY 2019 Small Cities CDBG Application cycle, the County must provide some form of financial local match to leverage with the CDBG request. The form of match that is currently available is through the County's SHIP program, which is a typical form of match for most applicants applying to the Small Cities CDBG program. Since activities under both CDBG and SHIP programs are comparable and eligible, the most logical source of match would be through the SHIP program. This leveraging of funding allows more citizens to be served because it makes available additional funding that can be used to support the CDBG project.

Budgetary Impact:

Currently, there are \$224,239.84 in 2019/2020 SHIP funds available. If funded, \$50,000.00 would be utilized towards the local match.

Options:

1. Approve the Resolution authorizing \$50,000 in SHIP funds to be used as local match to maximize scoring for the FFY 2019 Small Cities CDBG Housing Rehabilitation Application.
2. Do not approve the Resolution authorizing \$50,000 in SHIP funds to be used as local match to maximize scoring for the FFY 2019 Small Cities CDBG Housing Rehabilitation Application.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Resolution

RESOLUTION _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, REGARDING THE EXPENDITURE OF STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) FUNDS ON COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ELIGIBLE ACTIVITIES AS LEVERAGE FOR THE FFY 2019 FLORIDA SMALL CITIES CDBG HOUSING REHABILITATION APPLICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, providing leverage funds increase the competitiveness of Wakulla County's FFY 2019 Community Development Block Grant (CDBG) Housing Rehabilitation application;

WHEREAS, State Housing Initiatives Partnership (SHIP) may be used as leverage for CDBG Housing Rehabilitation Applications;

WHEREAS, the Board of County Commissioners of Wakulla County, Florida, wishes to assist in the scoring of the Wakulla County's FFY 2019 CDBG Housing Rehabilitation application to increase its competitiveness and expand the scope of that grant to benefit the Citizens of Wakulla County.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Wakulla County Board of County Commissioners does hereby intend to spend \$50,000 in State Housing Initiatives Partnership (SHIP) funds as they may be available on Community Development Block Grant (CDBG) eligible activities identified in the FFY 2019 CDBG Housing application as local government leverage in accordance with the applicable rules and guidelines as set forth by the Florida Department of Economic Opportunity.

2. That the Wakulla County Board of County Commissioners does hereby intend to expend all local government leverage between the time of site visit and the time of

administrative close-out for said application, in accordance with applicable rules and guidelines as set forth by the Florida Department of Economic Opportunity.

3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 21st day of September, 2020.

WAKULLA COUNTY, FLORIDA

By: _____
Mike Stewart, Chairman

ATTEST:

Brent X. Thurmond, Clerk

APPROVED AS TO FORM:

Heather J. Encinosa, Esq., County Attorney

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 9, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Sommer Pell, Planning and Community Development Director

Subject: Request Board Approval to Remove a Code Enforcement Board Alternate Member

Statement of Issue:

This agenda item requests Board approval to remove a Code Enforcement Board Alternate Member.

Background:

The Board of County Commissioners has the responsibility to remove any member of the Code Enforcement Board, for cause, pursuant to Section 8.063 of the Wakulla County Code of Ordinances.

Analysis:

On December 7, 2015, the Board appointed Deanne Bailey as an Alternate Member to the Code Enforcement Board. The term for this seat was set to expire on December 31, 2018.

On December 3, 2018, the Board re-appointed Deanne Bailey as an Alternate Member to the Code Enforcement Board. The term for this seat is set to expire on December 31, 2021. This member has never attended a meeting during either of these terms, nor has Ms. Bailey responded to any of staff's request to attend meetings. It should also be noted that Ms. Bailey has failed to file the required financial disclosure form after repeated attempts to contact her regarding this matter, by both staff and the Supervisor of Elections. In accordance with Section 8.063 of the County Code, any member of the Code Enforcement Board may be removed for cause after hearing, including for a failure to attend two or three successive meetings without cause and without prior approval of the Chairperson.

Additionally, there is an existing vacancy due to the second Alternate Member, Leonard Donaldson, moving to a Primary Member position. Due to the Covid-19 shut down of Code Enforcement actions, staff was unable to release a solicitation for the vacancy of his seat. If the removal of Ms. Bailey is approved, staff will seek interested citizens to fill both vacancies.

Agenda Request: Request Board Approval to Remove a Code Enforcement Board Alternate Member

Date: September 21, 2020

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Options:

1. Approve to Remove Code Enforcement Board Alternate Member Deanne Bailey.
2. Do Not Approve to Remove Code Enforcement Board Alternate Member Deanne Bailey.
3. Board Direction.

Recommendation:

Option # 1

Attachment(s):

1. Letter of Removal



September 21, 2020

Deanne Bailey
29A Guinevere Lane
Crawfordville, Florida 32327

**BOARD OF
COUNTY COMMISSIONERS**

Mike Stewart
Chairman, District 3

Ralph Thomas
Vice-Chairman, District 1

Randy Merritt
District 2

Quincee Messersmith
District 4

Charles Hess, Ph.D.
District 5

J. David Edwards
County Administrator

Heather J. Encinosa
County Attorney
(850) 224-4070

Dear Ms. Bailey,

This letter shall serve notice that on September 21, 2020, the Wakulla County Board of County Commissioners unanimously voted to remove you from the Code Enforcement Board due to your inability to attend the Code Enforcement Board Meetings.

Within 60 days, you will need to file a final statement of financial interest (Form 1F), with the Wakulla County Supervisor of Elections Office.

If you have any questions related to this matter, please feel free to contact Somer Pell, Planning and Community Development Director at 926-3695 Ext. 744 or spell@mywakulla.com.

Sincerely

Mike Stewart, Chairman

**Planning and Community
Development**

3093 Crawfordville Highway
Crawfordville, FL 32327
(850) 926-3695
(850) 926-1528 FAX

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 4, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Ned Nobles, ESG Operations

Subject: Request Board Approval of the Right of Entry Agreement Between Wildwood Country Club LLC and Wakulla County

Statement of Issue:

This agenda item requests Board approval of the Right of Entry Agreement between Wildwood Country Club LLC and Wakulla County concerning property located at 3874 Coastal Hwy. (PID# 00-00-086-000-11586-000) (the "Property") (Attachment #1).

Background:

The County is interested in a potential use of a portion of the property for installation of a RIB (Rapid Infiltration Basin) for the disposal of treated effluent from the Otter Creek WWTP. The Property is located in an area that could be suitable for this purpose; however, certain testing and analysis is needed before the County can consider acquisition. The property owner is amenable to granting the County access for its testing and analysis.

Analysis:

The Right of Entry Agreement (Attachment #2) would grant the County access to the Property until March 31, 2021 in order to conduct a feasibility and suitability analysis that may include surveying, appraisal, and other investigations, and inspections as deemed necessary by the County to determine to County's satisfaction the Property's engineering, architectural, and environmental properties are suitable for the County's purposes. This specifically includes Survey and Geotech work to include four (4) standard penetration test soil borings in the proposed RIB areas.

The County will be obligated to restore the Property to its previous condition and will "indemnify and save harmless the Owner, its agents, officers, and employees from any loss, damage or expense suffered by the Owner from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or negligent act of County, its agents, servants, or employees in the performance of the inspections, investigations, and restoration activities."

Budgetary Impact:

There is no budget impact with approving this Agreement. There will be costs associated with completing the feasibility and suitability analysis; however, those cost are unknown at this time.

Options:

1. Approve the Right of Entry Agreement Between Wildwood Country Club LLC and Wakulla County.
2. Do Not Approve the Right of Entry Agreement Wildwood Country Club LLC and Wakulla County.
3. Board Direction.

Recommendation:

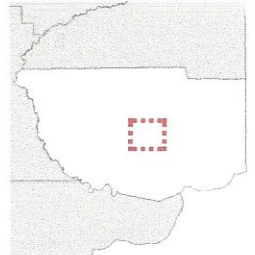
Option #1

Attachments:

1. Parcel Map
2. Right of Entry Agreement



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	00-00-086-000-11586-000	Alternate ID	11586 0000000 086000	Owner Address	WILDWOOD COUNTRY CLUB LLC
Sec/Twp/Rng	--86	Class	GOLF COURS		3874 COASTAL HWY
Property Address	3874 COASTAL HWY	Acreage	159.05		CRAWFORDVILLE, FL 32327
	CRAWFORDVILLE				
District	3				
Brief Tax Description	LOT 86 HS P-6-M-27				
	(Note: Not to be used on legal documents)				

Date created: 9/4/2020
 Last Data Uploaded: 9/3/2020 7:22:31 PM

Developed by  Schneider
 GEOSPATIAL

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT is made this 4th day of SEPTEMBER, 2020, between WILDWOOD COUNTRY CLUB LLC, with an address at 3874 COASTAL HWY, as "Owner" and WAKULLA COUNTY, a charter county and political subdivision of Florida, through its Board of County Commissioners (the "Board") with an address at 3093 Crawfordville Highway, Crawfordville, Florida 32327, its successors and assigns, as "County."

WHEREAS, Owner is the fee simple owner of a parcel of property identified as Parcel I.D. # 00-00-086-000-1526-000 in the Wakulla County Property Appraiser's records, which is located at 3874 COASTAL HWY (the "Property") and has the complete and full legal authority to enter into this Right of Entry Agreement; and

WHEREAS the County is interested in a potential Use of a portion of the Property for Installation of a RIB (Rapid Infiltration Basin) for the disposal of Treated Effluent from the Otter Creek WWTP; and

WHEREAS, the County requires access to the Property to conduct certain examinations and tests to verify its feasibility and suitability for the County's use.

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars (\$10.00) and the mutual covenants and conditions contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **RIGHT OF ENTRY.** Owner grants the County, its employees, agents, contractors, and sub-contractors, non-exclusive, temporary authorization to access, over and across the Property, subject to the following:
 - a. The term of this easement shall be from September 8, 2020 until March 31, 2021.
 - b. This authorization is granted for the sole and limited purpose of conducting the feasibility and suitability analysis activities, as set forth in Section 2, below.

2. **FEASIBILITY AND SUITABILITY ANALYSIS.** The County, at its sole cost and expense, is authorized to conduct a feasibility and suitability analysis of the Property to determine, in County's sole discretion, whether the Property is suitable for County purposes. County's feasibility and suitability analysis may include the following:

- a. Environmental Site Assessment – Owner shall provide to County any previous, current, or pending court actions or regulatory actions, environmental audit information, if any, and other such information regarding any potential hazardous soil or water conditions on or around the Property that are in Owner's control.
- b. Survey – County may have the Property surveyed to the Florida Minimum Technical Standards for Land Surveys.
- c. Other Investigations - County may undertake such other tests, analyses, investigations, and inspections as deemed necessary by County to determine to County's satisfaction the Property's engineering, architectural, and environmental properties; zoning, zoning restrictions and land use; soil, grade, and other environmental features; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, approvals, and licenses, including any wetlands permits that may be required; and all other investigations or inspections that County deems necessary to determine the Property's suitability for the County's intended use. Authorized activities include, but are not limited to, Survey of Area shown on Exhibit A and Geo-tech work on the same area. The Geo-tech work includes 4 Standard Penetration Test Soil Borings in the proposed RIB areas.

3. RESTORATION. The County shall promptly restore any portions of the Property affected by County's inspections and investigations to the condition that existed immediately prior to the inspections or investigations; provided, however, if any Hazardous Materials or suspected Hazardous Materials (meaning any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by local, state, or federal law) are located on the Property, the County's obligation shall be to merely cover the area. The County is not required to pursue any assessment, clean up, or monitoring of the Property that would be necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials.

4. INDEMNIFICATION. To the extent permitted by applicable law and without waiving its sovereign immunity, the County shall indemnify and save harmless the Owner, its agents, officers, and employees from any loss, damage or expense suffered by the Owner from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or negligent act of County, its agents, servants, or employees in the performance of the inspections, investigations, and restoration activities provided in Sections 2 and 3 hereof.

5. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Owner and County and their respective heirs, legal representatives, successors and

assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.


6. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

7. WAIVER. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

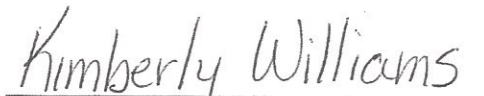
8. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties hereto consent to jurisdiction and venue in Wakulla County, Florida, and agree that such jurisdiction and venue shall be sole and exclusive for any and all actions or disputes related to this Agreement or any related instruments.

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

10. AUTHORITY OF PARTIES. Seller and Purchaser represent to each other that each has full power and authority to enter into and perform this Agreement, all related instruments and the documentation contemplated hereby and thereby in accordance with their respective terms and that delivery and performance of this Agreement, all related instruments and the documentation contemplated hereby and thereby has been duly authorized by all necessary action.



Witness as to Owner

Ned F. Nobles
Printed Name


Witness as to Owner

Kimberly Williams

OWNER:


Print Name: DAVID B. McQuary

Title: owner

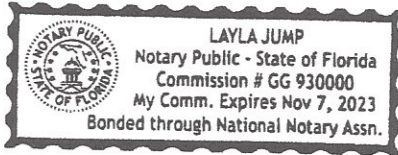
9/4/20

Date

Printed Name

STATE OF FLORIDA
COUNTY OF WAKULLA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th day of SEPTEMBER, 2020, by IRS, as notary of Florida, on its behalf. He is personally known to me or has produced _____ as identification.



Layla Jump
Notary Public

My Commission expires:

COUNTY:

WAKULLA COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Mike Stewart, Chairman

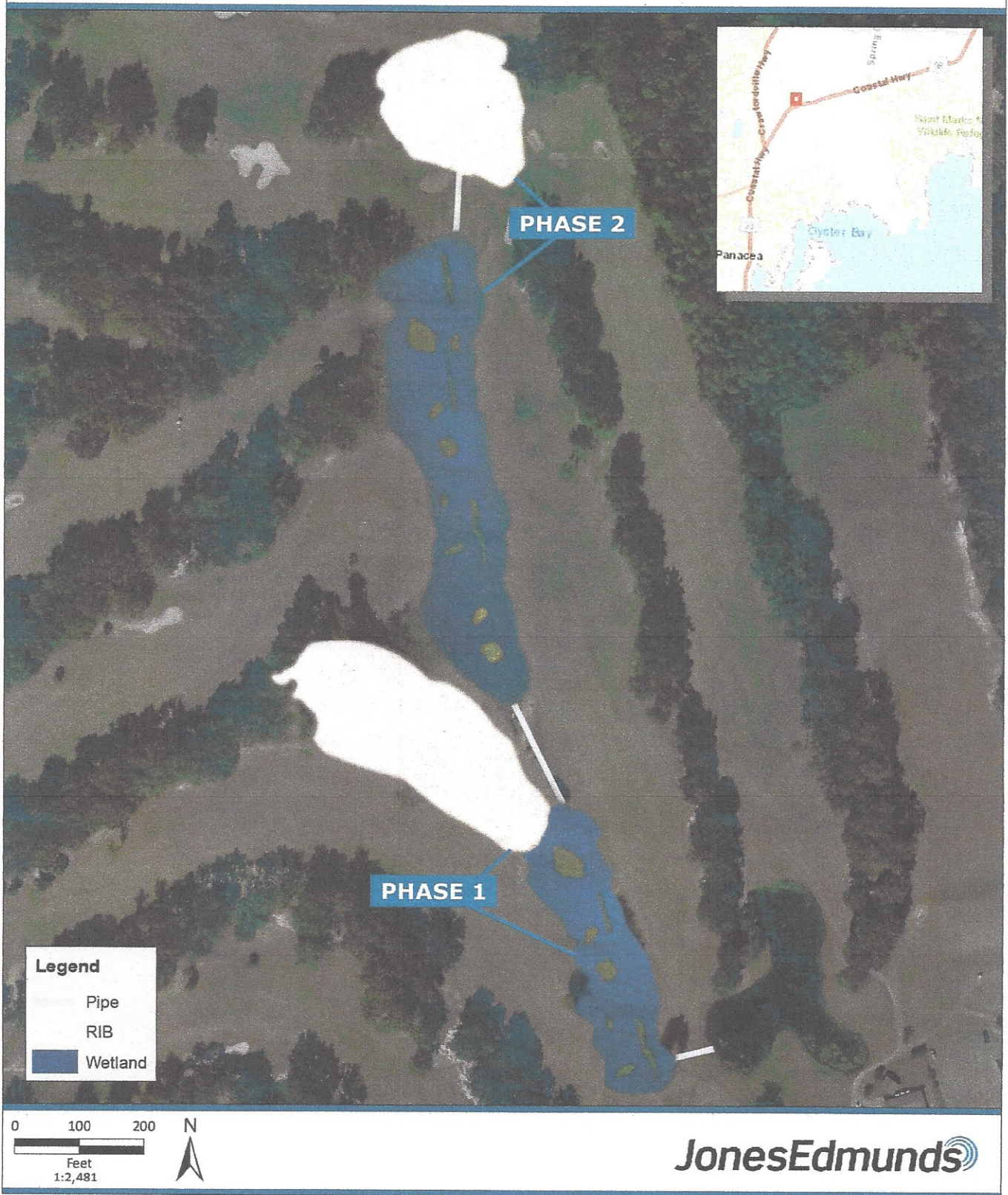
ATTEST:

BRENT X. THURMOND, Ex Officio
Clerk to the Board

APPROVED AS TO FORM:

Heather Encinosa, Esq.
County Attorney

Figure 1-1



Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 9, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Jessica Welch, Communications & Public Services Director
Robyn Drummond, Library Services Director

Subject: Request Board Approval to Submit the FY 2020/2021 State Aid to Libraries Grant Application

Statement of Issue:

This agenda item requests Board approval to submit the FY 2020/2021 State Aid to Libraries Grant Application.

Background:

The purpose of the State Aid program is to encourage local governments to establish and continue development of free library service to all residents of Florida. The Wakulla County Public Library has received State Aid to Libraries Grant Awards since the inception of the program in the 1980's. For the FY 2019/2020 the library received a State Aid Award of \$120,120.

Analysis:

State Aid to Libraries is a valuable component of the Library's annual budget. Out of the State Aid funds comes funding for computer classes for the citizens of Wakulla County, office and operating supplies, and the Library's books and materials just to name a few. Without applying for the State Aid to Libraries program, the funding for these positions and programs will either have to be absorbed by ad valorem funding, taken over by the Friends of the Wakulla County Public Library (who have a limited budget of their own), or done away with. There is no time limit on the expenditure of the funds and they can be used for any library expenditure with the exception of fixed capital outlay. The actual amount of the grant award is only an estimate and has been included in the proposed FY 2020/2021 Library budget.

This grant award is a direct result of the Board's commitment to library services during FY 2018/2019 when library expenditures were made from General County Revenue (\$303,843), Friends of the Library contributions (\$14,358), and State Aid (\$85,457).

The State Aid to Libraries Certification of Local Operating Expenditures (Attachment #1) will be signed by the Finance Director as well as the Library Director. This application lists the Local expenditures for the Library in FY 2018/2019 upon which final amounts for State Aid for FY 2020/2021 will be determined.

Agenda Request: Request Board Approval to Submit the FY 2020/2021 State Aid to Libraries Grant Application

September 21, 2020

Page 2

Budgetary Impact:

Applying for the State Aid to Libraries Grant will provide an estimated \$94,975 to the Library's budget. This accounts for nearly 30% of the Library's total projected budget for FY 2020/2021.

Options:

1. Approve to submit the FY 2020/2021 State Aid to Libraries Grant Application.
2. Do not approve to submit the FY 2020/2021 State Aid to Libraries Grant Application.
3. Board direction.

Recommendation:

Option #1

Attachment(s):

1. State Aid to Libraries Certification of Local Operating Expenditures
2. State Aid to Libraries Grant Agreement
3. Certification of Hours, Free Library Service, and Access to Materials

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
FY 2021 STATE AID TO LIBRARIES GRANT APPLICATION
CERTIFICATION OF LOCAL OPERATING EXPENDITURES**

The Wakulla County Board of County Commissioners governing body for Wakulla County Public Library

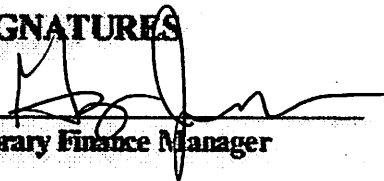
We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2018 and ending September 30, 2019 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2018 and September 30, 2019:

\$318,372

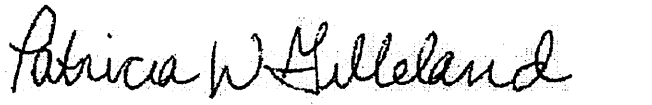

SIGNATURES


Library Finance Manager

Greg James

Typed Name

9/9/20
Date



Single Library Administrative Head

Robyn Drummond / Pat Gilleland

Typed Name

September 9, 2020

Date

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

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

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2020-21 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

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

1. Grant Purpose. This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

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

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2018 - September 30, 2019.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2018 through June 30, 2021. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

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

Payment 1, Deliverable/Task 1

Payment will be an advance in the amount of 50% of the grant award for the period October 1, 2018 through June 30, 2021. The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2018 - September 30, 2019;
- o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2018 - September 30, 2019 only; and
- o Provide the Certification of Credentials for the Single Administrative Head.

Payment 2, Deliverable/Task 2

Payment will be an advance in the amount of 50% of the grant award for the period October 1, 2018 through June 30, 2021. The Grantee will:

- o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement; and
- o Provide a Certification of Hours, Free Library Service and Access to Materials.

- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2018 to June 30, 2021, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2018) and concludes with the end of the State of Florida's current fiscal year (June 30, 2021).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2018 – September 30, 2019) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B. No costs incurred after the second preceding fiscal year shall be allowed unless specifically authorized by the Division.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days

of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Robyn Drummond
Wakulla County Public Library
Post Office Box 1300 Crawfordville Florida 32326-1300
Phone: 850.926.7415
Email: robyn@wakullalibrary.org

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the Fiscal Year 2020-21 State Aid to Libraries Final Grants document (Attachment B), which shall be paid by the Division in consideration for the Grantees minimum performance as set forth by the terms and conditions of this Agreement. Payment will be made in accordance with the completion of the Deliverables.

The grant payment schedule is outlined below:

- a) The first payment will be 50% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
 - b) The second payment will be 50% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf. The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must**

be submitted by the Grantee to the Division before or with the executed Agreement.

- 8. Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

- 9. Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

- 10. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (as of January 2020), incorporated by reference, which are available online at <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

- 11. Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
- 12. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service’s Reference Guide for State Expenditures (as of January 2020) (<https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>), incorporated by reference.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.
15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.
19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;

- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
- 20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- 24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 25. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
- 26. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 27. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 28. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

- 29. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
- 30. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
- 31. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 32. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs

unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2020)), incorporated by reference).
37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2020-21 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee: **Department of State**

By: _____ By: _____

Chair of Governing Body or Chief Executive Officer

Typed name and title

Amy Johnson, Director
Division of Library and Information Services
Department of State, State of Florida
Typed name and title

Date

Date

Clerk or Chief Financial Officer

Witness

Typed name and title

Date

Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements, the cost of the audit must be

paid from non-federal resources (i.e. the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.* ; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.* , and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Office of Inspector General

Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97 F.S. and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

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

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;

CSFA Number. 45.030

Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT B
Fiscal Year 2020-21 State Aid to Libraries Final Grants

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
STATE AID TO LIBRARIES GRANT APPLICATION
Certification of Hours, Free Library Service and Access to Materials

The Wakulla County Board of County Commissioners, governing body for the Wakulla County Public Library hereby certifies that the following statements are true for the time period October 1, 2018 through June 30, 2021:

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

Signature

Chair, Library Governing Body

Date

Name (Typed)

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 11, 2020

To: Honorable Chairman and Members of the Board

From: Jared Miller, Sheriff, WCSO
Rachel Love, 911 Coordinator, WCSO

Subject: Request Board Approval of the Spring E911 Rural County Grant Award Agreement in the Amount of \$7,673.75 for FY2020-2021 Maintenance Costs of the E911 System

Statement of Issue:

This agenda item requests Board approval of the Spring E911 Rural County Grant Award Agreement in the amount of \$7,673.75 for FY2020-21 maintenance costs of the E911 System.

Background:

The Wakulla County E911 System is currently operating with a West Viper Version 5.1 and Power911 hardware version 6.4 as well as install MapFlex version 5.4 and Power Metrics, includes a new Eprinter workstation and configured to meet site expectations with archived data from the previous workstation. All monitors were changed out for new monitors and new UPS hardware also replaced the existing units, and new servers were installed in the existing Viper Cabinet for MapFlex and Power Metrics. The system was cut into service on May 17, 2018. Wakulla County currently has the Nice Call Recording System that was installed March 6, 2019.

The E911 Rural County Grant Program places a high funding priority level on the maintenance of E911 systems for rural counties.

The BOCC approved the Grant Application on March 23, 2020 to apply for funds for maintenance costs of the E911 System (Attachment #1).

Analysis:

WCSO has received notification of its grant award from the State of Florida and therefore, requests approval of the 2020 Spring E911 Rural County Grant Award Agreement (Attachment #2).

The awarded funds must be used in accordance with rules and laws pertaining to the Federal NG-911 Grant Program. The Grant Award Agreement includes all the rules for the NG-911 Federal grant program.

Budgetary Impact:

This is a cost reimbursement grant. The awarded grant will increase the WCSO budget by \$7,673.75.

Options:

1. Approve the Spring E911 Rural County Grant Award Agreement in the Amount of \$7,673.75 for FY2020-21 Maintenance Costs of the E911 System.
2. Do Not Approve the Spring E911 Rural County Grant Award Agreement in the Amount of \$7,673.75 for FY2020-21 Maintenance Costs of the E911 System.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Spring E911 Rural County Grant Application
2. Spring E911 Rural County Grant Agreement

APPLICATION

**E911 RURAL COUNTY GRANT
PROGRAM**

**W Form 1A, incorporated by reference in Rule 60FF1-5.002, Florida
Administrative Code, Rural County Grants
E911 Rural County Grant Program Application,
Revised 02/17/16**

1.0 Purpose

The E911 Rural County Grant Program is to assist rural counties with the installation and maintenance of an Enhanced 911 (E911) system and to provide "seamless" E911 throughout the State of Florida.

2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 as per the most recent published data from the Florida Association of Counties' directory is eligible to apply for this grant program. Funding priorities are established in Addendum I.

3.0 Definitions

- A. **Enhanced 911 (E911):** As defined by subsection 365.172(3)(h), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.
- B. **E911 Maintenance:** Means the preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain the E911 System in operable working condition.
- C. **E911 System:** Means the Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.
- D. **Next Generation 911 (NG-911):** Means the designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- E. **Public Safety Answering Point (PSAP):** As defined by paragraph 365.172(3)(y), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.

4.0 E911 Rural County Grant Program Calendar

	Spring Schedule	Fall Schedule
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of awards approved for funding to the counties.	before June 30	before December 30
Implementation period	One year from the award notification letter date.	One year from the award notification letter date.
Expiration of the right to incur costs, request payment and/or final reimbursement of funding.	Two years from the award notification letter date	Two years from award notification letter date.

5.0 General Conditions

- 5.1 Applications must be delivered to the following address:
State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 135
Tallahassee, FL 32399-0950
Or E911BoardElectronicGrantReports@dms.myflorida.com
- 5.2 The applicant must provide one original of the pages for Application Form items 1 through 14 the associated quotes, and the E911 Board Form 6A, "County E911 Fiscal Information," included in E911 Board Rule 60FF1-5.006, Florida Administrative Code. The grant application package must be postmarked or delivered on or before April 1 or October 1 of each year, dependent on the spring or fall application period. Failure to provide these documents will result in automatic rejection of the grant application. One scanned copy of the entire submitted package should also be provided on a CD-ROM, to ensure quality of the documents to be reviewed.
- 5.3 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG-911 services. Warranty and maintenance costs shall be calculated to account for only the first year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.
- 5.4 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated competitive complete quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.
- 5.5 If the grant application does not exceed the threshold amount of \$195,000, the county can initiate a request for approval for sole source funding. These will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the application. Sole source will be approved if provided in accordance with Chapter 287, Florida Statutes, or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements, which shall be provided with this grant application. Include pricing justification in the sole source letter from the county's purchasing department.
- 5.6 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the E911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance, or met the requirements of General Conditions items 5.4 or 5.5, are not required to provide three written quotes with an application for an additional year of maintenance.

- 5.7 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request. Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables.
- 5.8 Applicants requesting items from different funding priorities should complete a separate application for each priority. See Addendum I - Funding Priorities for the E911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.4 and 5.5.
- 5.9 Should two or more rural counties jointly apply for a grant, each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.4 and 5.5.
- 5.10 Procurement shall be based on the county's purchasing requirements and the applicable State purchasing requirements, including Section 112.061, Florida Statutes. All travel and associated per diem costs proposed shall be in compliance with General Conditions item 6.3.5.
- 5.11 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- 5.12 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.
- 5.13 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund. The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form item #12. Budget/Expenditure Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Maintenance contract cost is not a capital expenditure and is not an authorized expenditure of carry forward funds after the initial first year project costs included in the original capital equipment replacement or upgrade project.

- 5.14 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.
- 5.15 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

6.0 Limitation on Use of Funds

6.1 Only eligible expenses for E911 service listed in subsection 365.172(10), Florida Statutes, (Appendix I) that are not specifically excluded in this application will be funded.

6.2 Specifically excluded E911 expenses:

- 6.2.1 Salaries and associated expenses for 911 coordinators and call takers or other 911 personnel will not be funded.
- 6.2.2 Wireline database costs from the local exchange carrier, vehicle expenses, outside plant fiber or copper cabling systems and building entrance build out costs, consoles, workstation furniture and aerial photography expenses will not be funded.
- 6.2.3 Wireline 911 analog trunks, administrative lines and circuits are not fundable. Recurring network and circuit costs will not be funded after the first year implementation period.

6.3 Funding limitations are specified on the following items:

- 6.3.1 Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.
- 6.3.2 Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.
- 6.3.3 Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.
- 6.3.4 Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.
- 6.3.4 Training cost funding is limited to new system & equipment training.
- 6.3.5 The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures. Allowable costs for daily per diem shall not exceed \$186.00.

7.0 Approval and Award

7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.

- 7.2 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards.
- 7.3 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the E911 Rural County Grant Program.
- 7.4 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.
- 7.5 Any county that requires Board of County Commissioner approval of the grant program funding, prior to commencement of the project, shall notify the E911 Board in Application Form item #10. Grant funds for approved grant applications will be held until the county provides written notification to the E911 Board of the Board of County Commissioners approval of the project prior to the funds being disbursed from the E911 Trust Fund.
- 7.6 Any conditional hold, for documentation submittal referenced in 7.2 and 7.5, is limited to the last regularly scheduled E911 Board meeting application vote established in the grant program calendar.

8.0 Financial and Administrative Requirements

- 8.1 Grant funds shall be provided on a cost reimbursement basis. Grant funds shall be deposited in an interest bearing account maintained by the grantee, and each grant shall be tracked using a unique accounting code designator for deposits, disbursements and expenditures assigned by the county. All grant funds in the account maintained by the grantee shall be accounted for separately from all other funds. Any interest generated shall be returned to the E911 Board.
- 8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Appendix IV Financial Reimbursement of Expenditures Reporting Form. Incomplete claims forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.
- 8.3 Upon written request and accompanying documentation justifying the need, a county may receive a payment of funding with a completed Expenditures Reporting Form, with the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor.
- 8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. To assure prompt processing, complete reimbursement claims should be e-mailed to:

E911Board-ElectronicGrantReports@dms.myflorida.com

- 8.5 Grant funds, can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension. The right to incur costs under this grant expires two years from receipt of award and funds. The grantee may not incur costs and request payment or final reimbursement of funding past the expiration date.
- 8.6 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.7 Responsibility for property and equipment obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro rata basis.
- 8.8 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained for a minimum of five years or thereafter until the effective replacement date of the system.
- 8.9 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold grant payments pending grantee correction of the deficiency,
- Disapprove all or part of the cost of the activity or action not in compliance,
- Suspend or terminate the current award for the grantee's project,
- Suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

- 8.10 Grant awards may be terminated in whole or in part by the Board, with the consent of the grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. Grant awards may be terminated by the grantee upon written notification to the Board, detailing the reasons for such termination, the effective date, and return of all funding.
- 8.11 Grant funds provided in excess of the amount to which the actual cost incurred to meet the terms and conditions of the grant agreement must be refunded to the E911 Board and sent to the Florida E911 Board's Post Office Box address:
 Florida E911 Board
 PO Box 7117
 Tallahassee, FL 32314
 The refund shall include transmittal information detailing the amount of returned funds that are excess grant funding and/or returned interest and shall include the number of the associated grant.

9.0 Grant Reporting Procedures

- 9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include an updated Application Form item #12 Budget/Expenditure Report and a completed Appendix III Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
- 9.1.2 Earned interest shall be reported cumulatively and included with each quarterly report.
- 9.1.3 Updated reports and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.
- 9.2 At project completion, a final report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.
- 9.3 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Appendix II, Request for Change Form. Any unauthorized change shall require the return of grant funds, plus any interest accrued.
- 9.3.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services, or demonstrates good cause for failure to execute a contract within twelve months of award. Good cause documentation shall include a new project timeline schedule.
- 9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board.
- 9.3.3 Request for Change forms and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.
- 9.4 The Appendix III Quarterly Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.5 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.6 Funding continuance will be based on timely submission of quarterly reports.

- 9.7 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

County Wakulla

STATE OF FLORIDA E911 BOARD
E911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM

Total Amount Requested: \$7,7673.75

Project Title: MapFlex & Power Metrics Support

1. Board of County Commissioners Chair: Mike Stewart

Mailing Address: P.O. Box 1263
City: Crawfordville
State: Florida Zip: 32327 -
Phone: (850) 926-0919 Fax: 850-926-0940
Email Address: mstewart@mywakulla.com

2. County 911 Coordinator: Rachel Love

Mailing Address: 15 Oak Street
City: Crawfordville
State: Florida Zip: 32327 -
Phone: (850) 745-7119 Fax: 850-926-0896
Email Address: _____

3. Federal Tax ID Number: 59-6031875

County Wakulla

COUNTY INFORMATION
USE 12 POINT FONT OR LEGIBLE HAND PRINTING

4. County Fact Information

- A. County Wakulla
- B. Population 32,461
- C. Total Number of Incoming Nonwireless Trunks 3
- D. Total Number of Incoming Wireless Trunks 3
- E. Number of PSAP's 1 Primary
- F. Number of Call-taking Positions per PSAP 6
- G. Total Volume of 911 Calls 10,012
- H. What equipment is needed to maintain the Enhanced 911 system?
none
- I. What equipment is requested in this grant application?
None
- J. Financial Information:
- 1.) What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?
\$39,276
- 2.) What are the current annual costs for maintenance of items included in 1.)?
\$32,778
- 3.) Total amount of E911 fee revenue received in the preceding year?
\$117,816.46
- 4.) Total amount of county carry forward funding retained in the preceding year?
0
- 5.) Current total amount of county carry forward funding?
0
- 6.) Two year maximum calculated amount for applied carry forward funding Calculation (current year carry forward funding amount based on General Condition 5.13 multiplied by two) 0
- 7.) Minimum calculated amount for Applied Carry Forward Funding Calculation (amount in J.5. subtracted by amount in J.6.)
0
Insert in Item 12. Budget Expenditure Report

5. Describe your county's existing E911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

Wakulla County E911 System is currently operating with a Viper Version 5.1 and Power911 hardware Version 6.4 as well as MapFlex version 5.4 and Power Metrics, includes a new Eprinter workstation and configured to meet site expectations with archived data from the previous workstation. All monitors were changed out for new monitors and new UPS hardware also replaced the existing units new servers were installed in the existing Viper Cabinet for MapFlex and Power Metrics. The system was cut into service on May 17th, 2018. Wakulla County currently has the Nice Call Recording System that was installed March 6, 2019.

6. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

This project continues the warranty and maintenance on the E911 system. This project entails Software Protection/Remote Support and Software Subscription for Wakulla County SO's PSAP. The project goal is to provide the E911 CPE system maintenance to insure the continued functionality of the E911 system. It is our objective to continue to maintain the County's E911 CPE to assure that all 911 callers in the county are answered and located. The scope includes CenturyLink maintenance services needed to maintain the E911 system along with Intrado support of the 911 CPE support. Our current maintenance contract with CenturyLink in includes the following:

- Two hour response time, remote or on site, for major outages 24 hours a day, 365 days a year.
- Next business day response time, remote or onsite, for all minor outages if both the call and determination that service is required has been made before 4:00 p.m. local time the prior day.
- Parts, labor and material required to maintain equipment in compliance with manufacturer's service specifications. CenturyLink will support all active software provided by the equipment manufacturer.
- Installation and configuration of all mandatory manufacturer-supplied, manufacturer supported maintenance releases associated with the equipment.
- Equipment configuration and troubleshooting support by telephone, facsimile, or electronic mail.
- Software with updates and maintenance to include work around solutions to reported software problems.
- If in responding to a major or minor outage, CenturyLink identifies a malfunction in vendor serviced equipment, CenturyLink will promptly pass the service issue to the equipment manufacturer or other manufacturer approved third party for resolution.

7. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year.

Maintenance is a requirement to efficiently operate a functional E911 System. This year's extended maintenance is necessary to continue reliable operations of the County's E911 System.

8. Describe why your county will not be able to complete this project without this grant funding.

Wakulla County is a rural county with a small rural subscriber base and the limited E911 fee revenues are insufficient to maintain all the E911 equipment. Additional funding is not available through general revenues. Without utilization of grant funds Wakulla County cannot fund the ongoing system maintenance cost of the County's E911 System.

9. Briefly describe how this grant project would be in concurrence with the State E911 Plan.

The grant request will provide funding for the ongoing annual maintenance of Wakulla County's E911 System required by the State E911 Plan to operate an E911 System in the State of Florida.

10. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

The terms and conditions of the MapFlex and Power Metrics Support for the E911 System is one year 06-28-20 – 07-27-21

11. Sole source justification (if applicable).

N/A

12. Budget/Expenditure Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions (if any) in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vendor quote.**

County:	Wakuula	Grant Number:		Report Date:	
---------	---------	---------------	--	--------------	--

For Grant Period Ending:	<input type="checkbox"/> March 31	<input type="checkbox"/> June 30	<input type="checkbox"/> September 30	<input type="checkbox"/> December 31	Year:		FINAL	<input type="checkbox"/>
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Proposed Budget				USE FOR QUARTERLY REPORTS	
Line Item	Unit Price (\$)	Quantity	Total Cost (\$)	Revised Budget	Total Cumulative Expenditures (\$)
A. Systems (Hardware, Software, Equipment & Labor)					
Power Metrics Advanced	\$3,262.50	1	\$3,262.50		
Power Metrics Suite	\$1,200.00	1	\$1,200.00		
Mapflex Server Support & Maintenance	\$3,211.25	1	\$3,211.25		
Total System Items			\$7,673.75		
B. Services (Training, Maintenance and Warranty Items)					
Total Service Items			\$7,673.75		
Less any Applied County Carry Forward or other Funding (if applicable)					
Grant Request Total			\$7,673.75		

87

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	
Total Interest for Grant Period	
Final Completion Date	

Rachel Love
 Signature, County 911 Coordinator

13. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

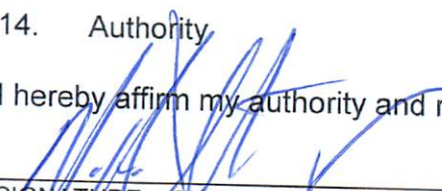
NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

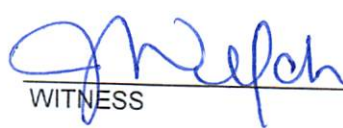
I hereby affirm my authority and responsibility for the use of funds requested.



SIGNATURE - CHAIR, BOARD OF COUNTY COMMISSIONERS

3-23-20
DATE

Mike Stewart
Printed Name



WITNESS

3-23-20
DATE

Appendix I

NO requests for funding will be acknowledged for any items not specified in subsection 365.172 (10), Florida Statutes (shown below).

AUTHORIZED EXPENDITURES OF E911 FEE.—

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification and recertification and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunicators as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Appendix III

Quarterly Report

County: _____
Grant Number: _____
Report Date: _____

Project Status Update:

Problems/Delays:

Signature of Authorized Official _____
Date

Appendix IV Financial Reimbursement of Expenditures Reporting Form

Prepare an itemized request for reimbursement expenditures in each budget categories for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, required for expenditure justifications. If there is insufficient space, please include details in an attachment.

County:	Grant Number:	Request Number:	Request Date:
Budget Categories			
Deliverable Items	Unit Price (\$)	Quantity	Total Amount (\$)
A. Systems (Hardware, Software, Equipment & Labor)			
B. Services (Training, Maintenance and Warranty Items)			
Grant Request Total			
Previous Request Amount (\$)			
Current Request Amount (\$)			

Request payment of funding (if applicable)

Justification of payment funding need:

Signature, County 911 Coordinator

Addendum I

Funding Priorities for the E911 Rural County Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program will be made on a priority basis. There will be five priorities as identified below:

PRIORITY 1: Rural counties with E911 Phase II Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

PRIORITY 2: Rural counties with E911 Phase II systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through c:

- a: E911 System Maintenance (pertaining exclusively to items listed in Priorities 3a-h only)
- b: Hosted E911 System Service for subsequent years, after the first year.
- c: E911 Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

PRIORITY 3: Rural counties with E911 Phase II Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining E911 Phase II status. This may include the following, listed in order of funding priority a through h:

- a: Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
- b: Lightning Protection Equipment
- c: Uninterruptible Power Supply Equipment
- d: E911 Voice Recording Equipment
- e: County E911 Standalone ALI Database Equipment
- f: E911 Map Display Equipment
- g: New additional 911 Call Taker Position Equipment
- h: Net clock

PRIORITY 4: Rural counties with E911 Phase II Systems requesting consolidation of E911 PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

PRIORITY 5: Rural counties with E911 Phase II Systems that require mapping services necessary for maintaining E911 Phase II Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a: E911 Mapping System Equipment - E911 map generation hardware and software licensing is limited to components for two stations
- b: GIS Centerline, point generation and map accuracy services

Regional E911 system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program for any E911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under sections 365.172 and 365.173, Florida Statutes.

Item No.	E911 Fee Revenues	
1	County	Fiscal Year
2	Wireless E911 Fee Revenue	
3	Non-wireless E911 Fee Revenue (LEC, wireline, & VoIP)	
4	Prepaid E911 Fee Revenue	
5	E911 State Grant Revenue (Grant required unique accounting code)	
6	Rural County Grant Revenue (Grant required unique accounting code)	
7	Emergency Grant Revenue (Grant required unique accounting code)	
8	Rural County Supplemental Disbursement	
9	E911 Board Special Disbursement	
10	Total E911 Fee Revenue	Carry Forward Fee Revenue calculation (Item #2 + Item #3 + Item #4)
E911 Allowable Expenditures		
11	E911 Fee Revenue and Supplemental and Special Disbursement Expenditures	
12	County Funded E911 Expenditures	
13	Subtotal Expenditures	Calculation (Item #11 + Item #12)
14	E911 State Grant Expenditures	
15	Rural County Grant Expenditures	
16	Emergency Grant Expenditures	
17	Subtotal Grant Expenditures	Calculation Item #14 + Item #15 + Item #16
18	Total E911 Expenditures	Calculation Item #13 + Item #17
E911 Carry Forward & Excess Cost Recovery Calculation		
19	Allowable County Carry Forward Amount	Maximum allowable calculation (30% of fee revenue Item #10) + (net amount of Item #8 + Item #9 disbursements). Grants are under unique accounting codes and are not included in calculations.
20	Actual County Carry Forward Amount	Limited by paragraph 355.173(2)(d), Florida Statutes. Assure amount is equal to or less than Item #19
22	Excess Cost Recovery	Calculation (Item #10 + Item #8 + Item #9 - Item #13 - Item #20) Positive amount equals excess cost recovery amount to be returned to the E911 Board.
Contact Information		
24	Name of person preparing response:	
25	Title/Position of person preparing response:	
26	Telephone number:	
27	E-Mail address of person preparing response:	
28	Date:	
In accordance with paragraph 355.173(2)(d) and 355.172(0)(a)3d, Florida Statutes		

COUNTY E911 FISCAL INFORMATION



Florida E911 Board
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-0950
 Tel: 850-922-7451
 Fax: 850-488-9837

April 28, 2020

Wakulla County Board of County Commissioners
 Finance Department
 3056 Crawfordville Highway
 Crawfordville, FL 32327

FEID #: 59-6031875

Subject: Spring 2020 Rural County - Reimbursement Grant Program

Dear Wakulla County Board of County Commissioners:

The State of Florida E911 Board would like to congratulate you on your reimbursement grant award for E911 funds to improve the 911 system serving your county.

Please see the attached grant award agreement for details regarding applicable funding rules for the NG-911 Federal grant program that your grant award may requires.

The following provides details concerning the Spring 2020 Rural County Grant Program grant(s) to Wakulla County:

<u>Grant Number</u>	<u>CSFA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Federal Funding</u>
20-04-31	72.001	\$7,673.75	\$7,673.75		
			\$7,673.75	E911 System Maintenance	No Association
Total Grant Awards:			\$7,673.75		

Board Members: Laurene J. Anderson • Carolyn Dill-Collier • Chesley Dillon • Mathew E. Matney
 Christie A. Pontis • Casey E. Reed • Brad Swanson

Spring 2020 Rural County - Reimbursement Grant Program
Page Two

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html

Additionally, since your grant award may include funds that are being used in accordance with rules and laws pertaining to the Federal NG-911 Grant Program as either federal or state matching funds, the attached grant agreement incorporates these additional terms and conditions and is hereby incorporated into this grant agreement. You must return a signed copy prior to the authorization to transfer funds from the Florida Department of Management Services to your County.

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

DocuSigned by:

F42DFD5AF5C945D...

Matthew Matney, Chief
Bureau of Public Safety - E911

MM/KR

cc: Wakulla County 911 Coordinator

Additional Terms and Conditions for Rural Grant

The terms of this document supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program (hereinafter the "Application"), and the Grantee's award letter.

1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee's award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
 - 1.1.1. this document;
 - 1.1.2. Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
 - 1.1.3. the Grantee's award letter; and
 - 1.1.4. the Grantee's submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement begins upon award (made at the E911 Board meeting on April 16, 2020) and ends on May 04, 2021.
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, and regulations, including, but not limited to, those identified in the "Applicable Statutes and Regulations" table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.
 - 1.4.1. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement.
 - 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the funding sources set forth in the Federal Award Identification and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to One year of E911 System Maintenance.		
Performance Standard	Documentation	Financial Consequences
Complete all work to one year of E911 System Maintenance in accordance with the Grantee's contract with its vendor, which is attached as Attachment 2 [note: this Agreement will be amended to attach this contract once obtained by the Grantee].	1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions: 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 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 Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available.
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$7,673.75		

5. CONTACTS

5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;

5.1.2. Review all documentation for which the Grantee requests payment; and

- 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

Leon Simmonds, State 911 Coordinator
2555 Shumard Oak Blvd Suite 260
Tallahassee, FL 32399

Alrene Hicks, Grant Manager
4030 Esplanade Way
Tallahassee, FL 32399

- 5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

The County 911 Coordinator, named in the Application.

- 5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, 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.

6. AUDIT REQUIREMENTS

- 6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and 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 Grantee 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 Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority 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.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.
- 7.4 The Grantee's performance under this Agreement shall be subject to the 2 CFR Part 200 and 2 CFR Part 225 (OMB CIRCULAR A-87).

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

- 9.1. The Grantee 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., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 9.2. The Grantee, 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 the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board 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. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
 - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or 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 Grantee, it does 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 Grantee.

12. TERMINATION

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this

Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. 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.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
 - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
 - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1 The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
- 13.2 With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3 The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement for which the State Legislature is in any part a funding source shall contain language requiring the contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement; (ii) be bound by all applicable state and federal laws and regulations; and (iii) hold the Department and Grantee 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.

14. MANDATED CONDITIONS

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 14.2. 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.
- 14.3. In accordance with Executive Order 11-116, the Grantee is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The Grantee must also

include a requirement in contracts that the contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. If the Grantee is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is <http://www.uscis.gov/e-verify>.

- 14.4. In accordance with section 11.062 and 216.345, 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.

15. MISCELLANEOUS

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.
- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- 15.8. **Survival.** Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. **Notices.** All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, 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 herein.

I hereby affirm my authority and responsibility for the use of funds requested.

Grantee

_____ Date: _____
 Signature - Chair, Board of County Commissioners or County Manager

_____ Printed Name

_____ Date: _____
 Department of Management Services

_____ Printed Name

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; noncollectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited

§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State E911 Plan and E911 Board Statutes and Rules

Florida Statutes
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
Florida Administrative Code
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - E911 Board</i>

State Grant Number: <u>20-04-31</u>		State Grant Award Date: <u>4/16/2020</u>	
Catalog of State Financial Assistance number: <u>72.001</u>		Catalog of State Financial Assistance title: <u>WIRELESS 911 EMERGENCY TELEPHONE SYSTEM RURAL COUNTY GRANT PROGRAM</u>	

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 15, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Sommer Pell, Director, Planning and Community Development

Subject: Request Board Approval of the First Amendment to the Coronavirus Relief Fund (CRF) Agreement Number 099-2020 Between the Florida Housing Finance Corporation and the County

Statement of Issue:

This agenda item requests Board approval of the First Amendment to the Coronavirus Relief Fund (CRF) Agreement Number 099-2020 between Florida Housing Finance Corporation and the County.

Background:

On August 3, 2020, the Board approved the CRF Agreement with Florida Housing Finance Corporation, which included the administration of the CRF. The term of this Agreement began on August 5, 2020 and ends March 31, 2021.

Analysis:

The First Amendment to the CRF Agreement Number 099-2020 contains the following modifications (Attachment #1):

1. Adds a definition for Technical Bulletin as a new Section B.11.
 11. “Technical Bulletin” or “TB” means any technical assistance document that Florida Housing issues to explain updated processes, provisions or monitoring requirements as Florida Housing receives updates, clarification and additional guidance with respect to the CRF funds.

2. Adds a new section D.10., to address Technical Bulletins:
 10. TBs will be used to clarify, discuss, interpret, and provide guidance for contract administration issues related to this Agreement. TBs will be both e-mailed and posted at <https://www.floridahousing.org/programs/special-programs/ship---state-housing-initiatives-partnership-program/ship-technical-bulletins>. and Subrecipient is encouraged to regularly check for TBs.

The proposed First Amendment shall be effective as of October 1, 2020.

Budgetary Impact:

None.

Options:

1. Approve the First Amendment to the Coronavirus Relief Fund (CRF) Agreement Number 099-2020 Between Florida Housing Finance Corporation and the County.
2. Do Not Approve the First Amendment to the Coronavirus Relief Fund (CRF) Agreement Number 099-2020 Between Florida Housing Finance Corporation and the County.
3. Board Direction.

Recommendation:

Option #1

Attachment(s):

1. First Amendment to Agreement Number 099-2020

**FIRST AMENDMENT
TO AGREEMENT NUMBER 099-2020**

THIS FIRST AMENDMENT (“Amendment”) to AGREEMENT NUMBER 099-2020 is entered into and effective as of October 1, 2020, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS (“Subrecipient”).

RECITALS

- A. Florida Housing and Subrecipient entered into Contract Number 099-2020, dated August 05, 2020, (“Contract”) wherein Subrecipient agreed to participate in the Coronavirus Relief Fund Program. As used herein, “Agreement” shall include within its meaning any modification or amendment to the Agreement.
- B. The term of the Contract began on August 05, 2020, and ends March 31, 2021.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of October 1, 2020. The above recitals are true and correct and form a part of this Amendment.

B. Amendments. The Agreement is hereby amended to:

1. Add a definition for Technical Bulletin as a new Section B.11.

11. “Technical Bulletin” or “TB” means any technical assistance document that Florida Housing issues to explain updated processes, provisions or monitoring requirements as Florida Housing receives updates, clarification and additional guidance with respect to the CRF funds.

2. Add a new section C.10., to address Technical Bulletins:

10. TBs will be used to clarify, discuss, interpret, and provide guidance for contract administration issues related to this Agreement. TBs will be both e-mailed and posted at <https://www.floridahousing.org/programs/special-programs/ship---state-housing-initiatives-partnership-program/ship-technical-bulletins>, and Subrecipient is encouraged to regularly check for TBs.

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Agreement Number 099-2020, by a duly authorized representative, effective on October 1, 2020.

WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Name/Title: _____

Date: _____

FEIN: _____

FLORIDA HOUSING FINANCE CORPORATION

By: _____

Name/Title: _____

Date: _____

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 16, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Brandy King, Fiscal Operations Director

Subject: Request Board Direction Regarding a Current Fiscal Year Budget Amendment for the Wakulla County Property Appraiser's Office

Statement of Issue:

This agenda item requests Board direction regarding a current fiscal year budget amendment for the Wakulla County Property Appraiser's Office (WCPA).

Background:

On May 27, 2020, Chief Deputy Property Appraiser James Burke submitted a request for a budget amendment to the Florida Department of Revenue (DOR) in the amount of \$45,400.00.

On June 4, 2020, DOR approved the budget amendment request for \$45,400.00 for the purpose of paying the legal fees associated with on going public records request lawsuits (Attachment #1). DOR returned the approved budget amendment to the BOCC Chairman and to the Chief Deputy Property Appraiser. The County Administrator and budget staff did not receive a copy of the DOR approved budget amendment until late July of the current fiscal year.

On August 3, 2020, the Board directed staff to discuss the current fiscal year budget amendment and send a letter to DOR regarding the WCPA FY2020/2021 budget request.

On August 18, 2020, County staff had a conference call with DOR to discuss the current fiscal year budget amendment and the WCPA FY2020/2021 proposed budget. While DOR has approved the current fiscal year requested budget amendment, the Board has not approved the budget amendment (Attachment #2) that would increase the WCPA office current fiscal year budget by \$45,400.00.

Analysis:

On September 15, 2020, County staff contacted the Chief Deputy Property Appraiser regarding the current fiscal year budget amendment that has not been approved by the Board. The Chief Deputy Property Appraiser expresses that the additional \$45,400.00 is needed in the current fiscal year but has acknowledged that the legal invoices related to the ongoing public records lawsuits will not be billed in the current fiscal year. The legal fees associated with the ongoing public records request lawsuits were not included in the FY2020/2021 WCPA budget request. It is likely that the WCPA office will need to request additional funding to pay the legal invoices in FY2020/2021. It would be beneficial for the County to know what the

current cash position of the WCPA office is for the Board to decide on the approval of the requested budget amendment. Because the purpose of the DOR approved budget amendment was to pay for those legal invoices in the current fiscal year, if the requested budget amendment is approved by the Board but not used for that purpose in the current fiscal year, the Board may be asked in FY2020/2021 to provide additional funding for the same purpose. If this budget amendment is approved, staff recommends that any funds returned to the Board at the close of the current fiscal year be credited to the General Fund rather than the WCPA fund. Staff is seeking Board direction on approval of the proposed WCPA budget amendment.

Budgetary Impact:

If approved, the current year reserve line item in the General Fund would decrease by \$45,400.00, the transfer out of the General Fund to the WCPA fund would increase by \$45,400.00, the transfer in to the WCPA fund would increase by \$45,400.00 and the transfer to Constitutional Officer (actual cash) would increase by \$45,400.00.

Options:

1. Approve the Current Fiscal Year Budget Amendment for the Wakulla County Property Appraiser's Office.
2. Do Not Approve the Current Fiscal Year Budget Amendment for the Wakulla County Property Appraiser's Office.
3. Board Direction.

Recommendation:

Option #3

Attachments:

1. DOR Approved Budget Amendment
2. Proposed Budget Amendment

Gavrielle Alday

From: PTO_Budget
Sent: Thursday, June 4, 2020 4:13 PM
To: mstewart@mywakulla.com
Subject: Approved Budget Amendment for the Wakulla County Property Appraiser
Attachments: PWAKULLA BA #3 6-4-20 SIGNED.pdf

Good afternoon,

Please see the attached budget amendment for the Wakulla County Property Appraiser's FY2019-20 budget.

Let me know if you have any questions.

Thank you,



Gavrielle Alday
Revenue Program Administrator I
Property Tax Oversight – Budget Office
Florida Department of Revenue
(850) 617-8849
gavrielle.alday@floridarevenue.com

BUDGET AMENDMENT


Date: 9/21/2020 Budget Amendment _____

Department: Finance

Account #	Description	Beginning / Current			Ending Budget
		Budget	Increase	Decrease	
					0
001-0202-GA.581.5990	Reserve	979,510	0	45,400	934,110
001-0200-PA.581.5910	Interfund Transfer Out	1,201,137	45,400	0	1,246,537
					0
001-PA.0200-PA-01.000.381000	Interfund Transfer In	1,201,137	45,400	0	1,246,537
001-PA.0200-PA-01.581.5911	Transfer to Constitutional Officer	1,240,187	45,400		1,285,587
					0
					0
					0
					0
					0
					0
	Total:	4,621,971	136,200	45,400	4,712,771

Justification: DOR approved 6/4/2020 budget amendment

Date of BOCC Action: 9/21/2020

Finance Authorization:  D.F.O.
 Brandy King, DFO

Date: 9.16.2020

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 15, 2020

To: Honorable Chairman and Members of the Board of County Commissioners

From: David Edwards, County Administrator
Sheree T. Keeler, Intergovernmental Affairs and RESTORE Act Director

Subject: Request Board Approval of the Integrity Group's Recommendations for Clarifying Language on the WakullaCARES Grant Applications for Small Business Interruption and Individual Financial Relief Grants to Ensure Compliance with Department of Treasury Guidance on CARES Act for Such Expenditures

Statement of Issue:

This agenda item requests Board approval of the Integrity Group's recommendations for clarifying language on the WakullaCARES Grant Applications for Small Business Interruption and Individual Financial Relief Grant Programs (Programs) to ensure compliance with Department of Treasury (Treasury) guidance on CARES Act for such expenditures.

Background:

On July 13, 2020, the Board approved the WakullaCARES Proposed Programs and Allocations Plan (WakullaCARES Plan) providing a framework for how the County could spend its CARES Act funding. On August 17, 2020, the Board approved the *Overview of Proposed Programs* and application requirements for the WakullaCARES Plan that included financial relief grants for small businesses and individuals. On September 8, 2020, the Board approved expanding assistance under the Individual Financial Relief grant (Community Rapid Response Program) to include childcare assistance and the inclusion of active-duty military personnel and dependents (who have appropriate documentation). The expanded assistance for childcare approved by the Board did not address raising the ceilings on the individual assistance grants, nor did it increase the budget allocations for the grant programs.

The Board approved Work Authorization 2020-02 with the Integrity Group at the August 3, 2020 Board meeting and the Integrity Group subsequently provided recommendations for application requirements, implementation, and administration for the grant programs at the August 17, 2020 meeting. These application requirements were consistent with the WakullaCARES Plan, most recent guidance issued by the Treasury and the Florida Division of Emergency Management (FDEM), the County's CARES Act Funding Agreement (with FDEM), and similar CARES Act grant programs established by other Florida counties.

Since the Board meeting held on August 17, 2020, there have been questions regarding the approved financial relief being offered and the eligibility criteria as well as new Treasury guidance issued

September 2, 2020. The specific guidance provided by the Treasury further clarified Treasury's interpretation of the CARES Act funding allowances related to grants for financial assistance to small businesses and individuals.

Analysis:

It is important that all concerns and revisions to the WakullaCARES relief programs be based upon the most recent Treasury guidance and addressed prior to the award of grant funds to eligible Wakulla small businesses or residents who have applied for financial assistance.

This agenda item seeks to clarify the issues discussed below and offers recommendations that will provide the broadest possible uses of Wakulla's CARES Act funds, and that will also: 1) to the extent possible ensure compliance with current Treasury guidance on CARES Act expenditures so as to avoid reclamation of disbursed funds and/or adverse audit findings, 2) to address recent public records access and release concerns related to grant applicants and recipients information; and 3) to inform the public that grant funds may be considered taxable by the Internal Revenue Service.

Therefore, in an effort to ensure that the Programs fulfill the Board's expectations but also comply with the CARES Act and Treasury guidance, the following points of clarification or potential changes to Wakulla County CARES Act Funded Grant Programs approved on August 17, 2020, are summarized and recommended below. Following this summary is additional information and details to so support these recommended points of clarification and/or changes.

Summary of Recommended Points of Clarification and/or Changes:

For the Individual Financial Relief Grants:

- 1) Make no substantive changes to the Program's eligible uses, however, change "*past due*" term to "*overdue*" with regard to unpaid rent, mortgage, and other obligations and allow applicants to attest that they will not be able to make their payments on overdue rent, mortgage, utilities, COVID-19 related funeral expenses, childcare, other emergency needs, and COVID-19 related medical expenses due to COVID-19 related loss of income between the time of application and December 30, 2020.
- 2) Allow awarded funds to be used for unforeseen financial costs for funerals and medical expenses brought about by the COVID-19 emergency.
- 3) Amend Program language to reflect that only the actual amount of need that is documented by an applicant for overdue rent or mortgage payments, overdue or past due utilities, COVID-19 related funeral expenses, childcare, other emergency financial needs, and COVID-19 related medical expenses shall be awarded and capped at \$3,000 for households of 5 or less and \$5,000 for households with 6 or more. If childcare assistance is intended to raise the approved grant caps, further Board direction will be required.

For the Small Business Interruption grants:

- 1) Eligible uses should be adjusted to ensure compliance with Treasury's interpretation that grant funds be utilized to "reimburse the costs of business interruption" caused by required COVID-19 closures by providing financial assistance for actual costs verified with supporting documentation, but capped using the amounts specified in the Board-approved plan.
- 2) Provide clarifying language to applicants on the definition of *Full Time Equivalent* employees.

For all grant programs:

- 1) Include advisory information on grant applications and the grant portal informing the applicant of public records release obligations.
- 2) Include language on the application packages that clarifies that Wakulla County is not responsible for taxes owed by the applicant should the Internal Revenue Service determine that the funds were taxable and that each eligible applicant accepting grant funds shall be responsible for paying applicable taxes.

The Wakulla County CARES Act Funded Grant Programs document (presented to and approved by the Board on August 17, 2020, has been revised (Attachment #2) to reflect these recommended changes as well as to represent the changes to be made on the application packages associated with these recommendations.

Information and Details Supporting Recommended Points of Clarification or Changes

Issue 1a: Use of WakullaCARES funds to assist with a loss of income to individuals or families.

There have been questions about providing a fixed lump sum amount to individuals or families under the individual financial relief grant program and allowing eligible purposes to be expanded to allow for such purposes such as credit card payments, repay savings accounts, loans from families, etc.

Currently, the individual financial relief grant program states that the eligible uses are for: *overdue* or *past due* rent, mortgage payments (with the exception of taxes), and *past due* utilities (see 1b below).

Recommendation: Make no substantive changes to the eligible uses for the grant funds, in accordance with Treasury guidance specified at Q23, below (excerpted from Treasury guidance of September 2, 2020), however, replace the term "*past-due*" with "*overdue*." The Treasury guidance is clear that funds are to assist with "*overdue*" payments for eligible uses, or for

COVID-19 related funeral and medical expenses not covered by insurance or other sources.

Also, based on review and comments by the County Attorney and concurrence by The Integrity Group, either documentation of *overdue* obligations or a written statement from the applicant that they will not be able to make their payments on *overdue* rent, mortgage, utilities, COVID-19 related funeral expenses, childcare, other emergency needs, and COVID-19 related medical expenses due to COVID-19 related loss of income between the time of application and December 30, 2020, may suffice for award eligibility. See proposed language changes on Pages 3-4 of Attachment 2.

Q23. May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

Issue 1b: Issue 2.b. COVID-19 Unforeseen Financial Costs for Funerals, Medical, and Other Emergency Individual's Needs.

While the CARES Act Treasury guidance makes clear that funeral expenses and medical expenses are allowable uses of CARES Act relief program funds, specific language in the Board-approved Individual Financial Relief Grant Program guidance forms and minimum eligibility criteria presented by the Integrity Group inadvertently omitted these additional expenses as potential qualifiers. The Integrity Group caught this oversight in their initial compliance review after August 17, 2020.

Recommendation: Allow Individual Financial Relief Grant Program awarded to eligible applicants to be used for "unforeseen financial costs for funerals and other emergency individual needs," brought about by the COVID-19 emergency. This recommendation does not include increasing the Individual Financial Relief Assistance grant thresholds discussed further under Issue 2 below. See proposed changes at Page 3 of Attachment 2.

Issue 2: Providing a fixed amount to eligible individuals and families

There have been questions regarding providing a fixed amount to eligible individuals and families based on family size under this Program. However, current grant guidance for the Individual Financial Relief Assistance Grant Program specifies that relief grants for households of 5 or less are set at \$3,000, and for households of 6 or more the grant amount is set at \$5,000.

Neither the WakullaCARES guidance (as submitted by the Integrity Group and approved by the Board), nor the associated grant applications contain any qualifying language that articulated that if receipts or attestations of adverse impact fell below the threshold amounts for a particular grant, that a lesser amount would be awarded. **For example**, if an individual applying for a grant available to a household of 6 or more (capped at \$5,000) only provided receipts or attestations of impact supporting \$4,100 in expenditures, the Integrity Group would recommend the award of \$5,000 based upon the August 17, 2020 approved language. Such an award would obviously exceed the “*need*” or “*assistance ...determined to be necessary*” as clarified by the Treasury.

The aforementioned grant amounts are *inclusive* of the childcare financial assistance approved by the Board on September 7, 2020. Child care financial assistance was approved allowing eligible applicants to receive the actual amount charged per child enrolled full-time (30 hours or more) with a cap of \$800.00 per month; and, the actual amount charged per child enrolled part-time (less than 30 hours) with a cap of \$500.00 per month. Absent Board direction to the contrary, the caps for the Individual Financial Relief Assistance Grant Program remain at \$3,000 for households of 5 or less, and \$5,000 for households of 6 or more.

Recommendation: Due to Treasury guidance issued in Q23 above, it is recommended that the Program language be amended to reflect that only the actual amount of need that is documented by an applicant for overdue rent or mortgage payments, overdue or past due utilities, COVID-19 related funeral expenses, child care, other emergency individual needs, and COVID-19 related medical expenses shall be awarded and capped at \$3,000 for households of 5 or less and \$5,000 for households with 6 or more. Provide language in the Overview and grant application packages that specifies that grants will be capped at the lower amount of either the Board-approved threshold or the articulated need. Additionally, at the suggestion of the County Attorney, allow a written statement from the applicant that they will not be able to make their overdue rent, mortgage, utility, or other payments due to COVID-19 related loss of income between the time of application and December 30, 2020, to serve in lieu of other documentation showing overdue or past due amounts. See the proposed language at Page 3 of Attachment 2.

Issue 3a: Providing a fixed amount to eligible small businesses.

Currently, the small business grants provide for financial relief as follows:

- Businesses with 1-10 FTEs - \$7,500
- Businesses with 11-24 FTEs - \$15,000
- Landlords with Delinquencies – up to \$5,000
- Homebased or GIG Business - \$2,000
- Businesses with 25-50 FTEs - \$20,000 (second-tier, if funding remains)

Based on the language contained in the Small Business Interruption Grant program, eligible uses are not restricted to "delinquent" commercial lease payments, rent, mortgage payments, utilities, payroll, or reimbursement of other allowable costs.

Recommendation: Based on Treasury guidance Q24 below (excerpted from the Treasury guidance of September 2, 2020) the eligible uses in the Overview should be adjusted to ensure compliance with Treasury's interpretation that grant funds be utilized to "reimburse the costs of business interruption" caused by required closures by providing financial assistance for actual costs verified with supporting documentation but capped using the amounts established above. See proposed language on Page 2 of Attachment 2.

Q24. The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

Furthermore, with regard to issues 1-3 above, the Treasury guidance found in Q23 and Q24 both direct state and local grant programs to structure such relief programs "in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary," and "be tailored to assist those businesses in need of such assistance." The direction within the September 2, 2020 guidance is further specified to focus CARES Act funds where need is articulated. According to the guidance, "Such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund."

It should be noted that financial assistance provided in a fixed amount without regard for the CARES Act language concerning the reimbursement of COVID-19 related expenses, or for delinquent payments caused by the COVID-19 emergency or its effects, could be considered "gifts" and therefore be taxable. That condition is addressed in Issue 5 below.

Request Board Approval of the Integrity Group's recommendations for clarifying language on the WakullaCARES Grant Application for Small Business Interruption and Individual Financial Relief Grant Programs to Ensure Compliance with Department of Treasury Guidance on CARES Act for such Expenditures

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Issue 3b: Small Business with employees that are full-time, part-time or employs a combination of both full-time and part-times.

The August 17, 2020, Wakulla CARES Act Funded Grant Program document restricted eligibility to those small businesses employing 50 or less Full-Time Equivalent Employees (FTE), but this language has caused some confusion among potential applicants.

Recommendation: Clarify how to calculate FTEs and that small business that employ 50 or less FTEs through a combination of full-time and part-time employees are eligible to apply.

Issue 4: Public Records

There have been questions regarding the public records availability of the information provided by applicants when seeking financial assistance from WakullaCARES programs. Article I, Section 24 of Florida's Constitution and Chapter 119, Florida Statutes, requires public inspection or copying of such information under Florida's public records laws unless specific public records exemption laws exist to protect such information, The grant guidance approved by the Board on August 17, 2020, did not contain any specific warnings to the public informing them that public records laws apply to their grant applications, including applicable exemptions. There is however a box for applicants to check on all applications if they are employed in a position that is covered by a public records exemption, e.g., law enforcement.

All requests for public records will be handled by the County.

Recommendation: Add language advising applicants of Florida's public records laws to each program application package and the WakullaCARES Grant Portal's *frequently asked questions*. Such proposed language to read, "Any information provided in this application that is not protected under an exemption to Chapter 119, Florida Statutes, may be subject to a public records request under Florida law. All requests for public records related to WakullaCARES programs should be submitted online at www.mywakulla.com or by calling 850-926-0919."

Issue 5: Grants as Taxable Income

Questions have been received regarding the taxable status of grant relief offered by the County in its WakullaCARES programs. The most recent Treasury guidance included a question about whether a CARES Act grant program to support businesses would be considered gross income taxable upon receiving businesses, with the response being offered from the Internal Revenue Service. In short, the Internal Revenue Service (IRS) interpreted their code to find that such business grant relief would be considered taxable income for a receiving business. Additionally, in a September 11, 2020 reply to County Attorney Evan Rosenthal about the taxable nature of grant payments made directly to individuals, Treasury opined that:

"In general, payments not otherwise compensated for by insurance (or otherwise compensated for) and made to an individual to reimburse certain expenses related to a qualified disaster are

not subject to Federal income tax. COVID-19 is a qualified disaster for this purpose. Such payments include payments made to an individual (1) to reimburse or pay reasonable and necessary personal, family, living, or funeral expenses incurred as a result of a qualified disaster, (2) to reimburse or pay reasonable and necessary expenses incurred for the repair or rehabilitation of a personal residence or repair or replacement of its contents to the extent that the need for such repair, rehabilitation, or replacement is attributable to a qualified disaster, (3) by a person engaged in the furnishing or sale of transportation as a common carrier by reason of the death or personal physical injuries incurred as a result of a qualified disaster, or (4) if such amount is paid by a Federal, State, or local government, or agency or instrumentality thereof, in connection with a qualified disaster in order to promote the general welfare. ...The benefits also must not be lavish or extravagant, and cannot be compensation for services.”

Recommendation: Since Treasury may further expand on this issue and the taxable nature of grant payments is ultimately the decision of the Internal Revenue Service, it is recommended that the County include on its grant applications and the WakullaCARES *frequently asked questions* a statement addressing tax liabilities. The proposed language offered reads, *“If you have questions about the taxable status of your WakullaCARES grant, please consult with a tax professional. Wakulla County cannot provide you with tax advice. Wakulla County is not responsible for taxes that may be owed by the applicant. Should the Internal Revenue Service consider or determine that WakullaCARES grant funds are taxable, each eligible applicant accepting WakullaCARES grant funds shall be responsible for reporting and paying applicable federal taxes.”*

Should the Board approve the aforementioned recommendations, as specifically described in this document and depicted within Attachment #2, The Integrity Group will move forward with modifying both paper and portal applications as well as grant guidance forms to reflect the proposed clarifications, and submit such revisions to the County and the County Attorney for approval before finalizing.

Staff are requesting Board approval of the Integrity Group's recommendations for clarifying language on the WakullaCARES Grant Application for Small Business Interruption and Individual Financial Relief Grant Programs to ensure compliance with Department of Treasury guidance on CARES Act for such expenditures.

Budgetary Impact:

The County received \$1.4 million in CARES Act funds, which were advanced to the County and deposited into an interest-bearing account. It should be noted that the Board directed staff at the September 8, 2020 meeting not to exceed \$1.3 million in CARES Act obligations or expenses. The Board will reconsider this directive at such time as the County receives and the Board approves a potential new FDEM grant agreement for additional CARES Act funds.

Request Board Approval of the Integrity Group's recommendations for clarifying language on the WakullaCARES Grant Application for Small Business Interruption and Individual Financial Relief Grant Programs to Ensure Compliance with Department of Treasury Guidance on CARES Act for such Expenditures

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Options:

1. Approve the Integrity Group's Recommendations for Clarifying Language on the WakullaCARES Grant application for Small Business Interruption and Individual Financial Relief Grant Programs to Ensure Compliance with Department of Treasury Guidance on CARES Act for Such Expenditures.
2. Do Not Approve the Integrity Group's Recommendations for Clarifying Language on the WakullaCARES Grant application for Small Business Interruption and Individual Financial Relief Grant Programs to Ensure Compliance with Department of Treasury Guidance on CARES Act for Such Expenditures.
3. Board Direction.

Recommendation:

Option #1

Attachment(s):

1. September 2, 2020 Supplement to Department of Treasury Coronavirus Relief Fund Guidance.
2. Wakulla County CARES Act Funded Grant Programs Overview (presented to and approved by the Board on August 17, 2020), with recommended revisions.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of September 2, 2020¹**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).² Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

A. Eligible Expenditures

1. *Are governments required to submit proposed expenditures to Treasury for approval?*

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

2. *The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?*

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

3. *The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?*

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

¹ On August 10, 2020, these Frequently Asked Questions were revised to add Questions A.49–52. On September 2, 2020, Questions A.53–56 were added, and Questions A.34 and A.38 were revised.

² The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

4. *May a State receiving a payment transfer funds to a local government?*

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

5. *May a unit of local government receiving a Fund payment transfer funds to another unit of government?*

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

6. *Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?*

No. For example, a county recipient is not required to transfer funds to smaller cities within the county’s borders.

7. *Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?*

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

8. *Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?*

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

9. *Are States permitted to use Fund payments to support state unemployment insurance funds generally?*

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

10. *Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?*

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

11. *The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?*

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

12. *In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?*

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

13. *If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?*

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

14. *May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?*

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

15. *May Fund payments be used for COVID-19 public health emergency recovery planning?*

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

16. *Are expenses associated with contact tracing eligible?*

Yes, expenses associated with contact tracing are eligible.

17. *To what extent may a government use Fund payments to support the operations of private hospitals?*

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

18. *May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?*

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

19. *May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?*

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

20. *Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?*

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

21. *May recipients create a “payroll support program” for public employees?*

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

22. *May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?*

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

23. *May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?*

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

24. *The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?*

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

25. *The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?*

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

26. *May Fund payments be used to assist impacted property owners with the payment of their property taxes?*

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

27. *May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?*

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

28. *Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?*

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

29. *The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?*

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

30. *The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?*

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

31. *May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?*

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

32. *Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?*

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

33. *Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?*

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

34. *May a State impose restrictions on transfers of funds to local governments?*

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions, such as restrictions on reopening that do not directly concern the use of funds, are not permissible.

35. *If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?*

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

36. *May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?*

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

37. *Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?*

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

38. *May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?*

No. Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19. Payments from the fund may only be used to cover such hazard pay.

39. *May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?*

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

40. *May recipients use Fund payments to provide loans?*

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

41. *May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?*

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

42. *May funds be used to satisfy non-federal matching requirements under the Stafford Act?*

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

43. *Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?*

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

44. *May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?*

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

45. *May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?*

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

46. *May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?*

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

47. *The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?*

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

48. *May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?*

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

49. Are States permitted to use Coronavirus Relief Fund payments to satisfy non-federal matching requirements under the Stafford Act, including “lost wages assistance” authorized by the Presidential Memorandum on Authorizing the Other Needs Assistance Program for Major Disaster Declarations Related to Coronavirus Disease 2019 (August 8, 2020)?

Yes. As previous guidance has stated, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund’s eligibility criteria and the Stafford Act. States are fully permitted to use payments from the Fund to satisfy 100% of their cost share for lost wages assistance recently made available under the Stafford Act.

50. At what point would costs be considered to be incurred in the case of a grant made by a State, local, or tribal government to cover interest and principal amounts of a loan, such as might be provided as part of a small business assistance program in which the loan is made by a private institution?

A grant made to cover interest and principal costs of a loan, including interest and principal due after the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”), will be considered to be incurred during the covered period if (i) the full amount of the loan is advanced to the borrower within the covered period and (ii) the proceeds of the loan are used by the borrower to cover expenses incurred during the covered period. In addition, if these conditions are met, the amount of the grant will be considered to have been used during the covered period for purposes of the requirement that expenses be incurred within the covered period. Such a grant would be analogous to a loan provided by the Fund recipient itself that incorporates similar loan forgiveness provisions. As with any other assistance provided by a Fund recipient, such a grant would need to be determined by the recipient to be necessary due to the public health emergency.

51. If governments use Fund payments as described in the Guidance to establish a grant program to support businesses, would those funds be considered gross income taxable to a business receiving the grant under the Internal Revenue Code (Code)?

Please see the answer provided by the Internal Revenue Service (IRS) available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

52. If governments use Fund payments as described in the Guidance to establish a loan program to support businesses, would those funds be considered gross income taxable to a business receiving the loan under the Code?

Please see the answer provided by the IRS available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

53. May Fund recipients incur expenses associated with the safe reopening of schools?

Yes, payments from the Fund may be used to cover costs associated with providing distance learning (e.g., the cost of laptops to provide to students) or for in-person learning (e.g., the cost of acquiring personal protective equipment for students attending schools in-person or other costs associated with meeting Centers for Disease Control guidelines).

To this end, as an administrative convenience, Treasury will presume that expenses of up to \$500 per elementary and secondary school student to be eligible expenditures, such that schools do not need to document the specific use of funds up to that amount.

54. *May Fund recipients upgrade critical public health infrastructure, such as providing access to running water for individuals and families in rural and tribal areas to allow them to maintain proper hygiene and defend themselves against the virus?*

Yes, fund recipients may use payments from the Fund to upgrade public health infrastructure, such as providing individuals and families access to running water to help reduce the further spread of the virus. As required by the CARES Act, expenses associated with such upgrades must be incurred by December 30, 2020. Please see Treasury’s Guidance as updated on June 30 regarding when a cost is considered to be incurred for purposes of the requirement that expenses be incurred within the covered period.

55. *How does a government address the requirement that the allowable expenditures are not accounted for in the budget most recently approved as of March 27, 2020, once the government enters its new budget year on July 1, 2020 (for governments with June 30 fiscal year ends) or October 1, 2020 (for governments with September 30 year ends)?*

As provided in the Guidance, the “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Furthermore, the budget most recently approved as of March 27, 2020, provides the spending baseline against which expenditures should be compared for purposes of determining whether they may be covered using payments from the Fund. This spending baseline will carry forward to a subsequent budget year if a Fund recipient enters a different budget year between March 27, 2020 and December 30, 2020. The spending baseline may be carried forward without adjustment for inflation.

56. *Does the National Environmental Policy Act, 42 U.S.C. § 4321 et seq, (NEPA) apply to projects supported by payments from the Fund?*

NEPA does not apply to Treasury’s administration of the Fund. Projects supported with payments from the Fund may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

B. Questions Related to Administration of Fund Payments

1. *Do governments have to return unspent funds to Treasury?*

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

2. *What records must be kept by governments receiving payment?*

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

3. *May recipients deposit Fund payments into interest bearing accounts?*

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

4. *May governments retain assets purchased with payments from the Fund?*

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

5. *What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?*

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

6. *Are Fund payments to State, territorial, local, and tribal governments considered grants?*

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

7. *Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?*

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

8. *Are Fund payments subject to other requirements of the Uniform Guidance?*

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

9. *Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?*

Yes. The CFDA number assigned to the Fund is 21.019.

10. *If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?*

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

11. *Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?*

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

12. *If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?*

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.



Wakulla County CARES Act Funded Grant Programs

Overview of Proposed Programs; Suggested Milestones; and Eligibility & Application Requirements

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The *Wakulla County CARES Act Allocations Plan* includes the following grant programs:

- ✦ Small Business Interruption Grant Program
- ✦ Community Rapid Response Grant Program
- ✦ Wakulla Mortgage and Rent Assistance Grant Program (thru FHFC)
- ✦ Keep Wakulla Working Grant Program

Note: All applicants must demonstrate negative financial impact due to COVID 19.

Key Grant Program Milestones:

- ✦ Integrity Group begins development and delivery of services on **August 4, 2020** (tasks/timeframes identified in Work Authorization).
- ✦ Provide County with team members, roles and proposed office location, i.e., Tallahassee, Wakulla, teleworking, by **August 13, 2020**; and, have team member(s) in place by **September 8, 2020**. (to coordinate with County facility-based staff and provide customer service to residents and businesses). County will approve staffing recommendations prior to deployment.
- ✦ Begin outreach to businesses/residents prepping for grant applications by **September 1, 2020**.
- ✦ On-line and paper applications/guidance start by **September 15, 2020**
- ✦ County works with Integrity Group to **review progress monthly** to determine success and possible modifications.
- ✦ Provide monthly status reports on number of applications, approvals, amount disbursed. Identify position alterations/refinements.
- ✦ Grant programs close by **November 15, 2020** to ensure applications processed and money disbursed by **December 30, 2020**.
- ✦ Grant program closeouts and final reconciliations accomplished by **January 30, 2021**.

Grant Program Policy Points:

- ✦ It is recommended that grants be awarded on a **“first come, first served”** basis. This will require careful scheduling of application processes and timeframes for on-line applicants and applicants submitting paper applications to ensure fairness to all. A 10-day public notice will be provided before the grant application submittal period opens.
- ✦ The amount of funds allocated to grant programs (and other expenditures) **can be adjusted** based upon number of applicants, other emerging needs and policies set by the Board of County Commissioners.
- ✦ The Integrity Group will review all individual and business applications to **verify compliance** with guidelines and receipt of all **required documentation**. Anti-fraud measures will also be employed.
- ✦ It is anticipated that **verified and validated applications** will be provided to the County designee on a **daily basis** to facilitate prompt award to residents and businesses.
- ✦ Integrity will also provide a **dynamic progress reporting “dashboard”** for all Commissioners and designated County leadership/staff. This will include not only the Wakulla Grant Program, but other CARES expenditures as well.



Small Business Interruption Grant Program

Initial Allocation: \$1,000,000.00

Purpose: *Financial aid to small businesses in Wakulla County that have been negatively impacted by COVID 19 for actual costs verified with supporting documentation but ~~capped using~~not to exceed the amounts specified below:*

Businesses with **1-10 ~~FTE~~Full Time Equivalent Employees*** ~~-\$~~**\$7,500**

Businesses with **11-24 ~~FTE~~Full Time Equivalent Employees*** ~~-\$~~**\$15,000**

Landlords with Delinquencies ~~Up to \$~~**\$5,000**

Home-based or GIG Business **\$2,000**

Businesses with 25-50 ~~FTE~~Full Time Equivalent Employees* ~~-\$~~**\$20,000** (second tier if funding remains after small businesses)

*Full Time Equivalent Employees (“FTEs”) include both full- and part-time employees. To determine the number of FTEs, the average weekly hours worked for part-time employees that did not work more than 40 hours on average should be added together, divided by 40, and rounded to the nearest tenth.

Examples of Eligible Business: Child Care; gyms; hair salons; nail salons; barber shop; restaurants; caterers; bakeries; bars; retail; mobile services; health care.

Eligible Expenses:

Commercial lease/rent/mortgage payments; utilities; payroll; inventory; losses; and other expenses related to COVID 19 to reimburse the actual costs of business interruption caused by required COVID-19 closures, as verified with supporting documentation.

Minimum Eligibility Requirements:

- ✦ Must be a for profit business with a principal address in Wakulla County (as reported to the Florida Department of State, Division of Corporations, i.e. “Sunbiz” or other suitable documentation if not required to be registered with the state) and show proof of operations as of March 1, 2019 ~~to~~ and operational as of date of grant application. Cannot be publicly traded.
- ✦ Total gross sales/receipts cannot exceed \$1,000,000.00 annually.
- ✦ Must have valid Wakulla County business tax receipt.
- ✦ Must be current on ad valorem taxes, if any.
- ✦ No current unpaid code enforcement liens or violation of federal, state, or local laws/ordinances.
- ✦ Expected to operate at least 12 months after grant award.
- ✦ Less than 50 ~~full and/or part time~~ FTEs.
- ✦ Must have experienced adverse financial impact due to COVID-19.
- ✦ Impacted by full or partial closure (whether voluntary or due to government order) or reduction of hours of operation.
- ✦ Within the last five (5) years, no individual owning 20% or more of the equity of the Business has been convicted, plead guilty, or plead nolo contendere to any felony involving fraud, bribery, embezzlement, or a false statement in a loan application or an application for federal financial assistance.



- ✦ Neither the Business nor any individual owning 20% or more of the equity of the Business is presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy.

Application Requirements—Business Owners Must Provide:

- ✦ Fully completed application, including certifications, affirmations, acknowledgements.
- ✦ State of Florida active business registration from SunBiz.org, if required, showing the business was registered in Wakulla County effective March 1, 2019, still in business as of date of application, and is expected to return to full operations after local and state emergency guidelines during COVID-19 are rescinded. If not required to register with the state, applicant must provide other sufficient documentation to satisfy this requirement, including a sole proprietorship attestation form.
- ✦ Documentation of any business interruption or closures as a result of COVID 19.
- ✦ Applicant must disclose and explain any other local, state, federal, or private funding received as a result of COVID 19. Examples include, but are not limited, to PPP, EIDL, Florida Bridge Loan, private loans, and insurance. In the event an Applicant has received any other local, state, federal, or private funding received as a result of COVID 19, Applicant must describe the amount of such funding received from each source, the purpose(s) for which such funding was utilized, and whether any funds remain unspent as of the date of the Application.
- ✦ Copy of owner's Driver's License, state ID or passport
- ✦ Detailed Payroll Report as of March 1, 2020 (indicating number of employees, wages, 1099-MISC, full/part-time status).
- ✦ Provide attestation that request is valid and truthful.

Applicant must also provide documentation establishing the business experienced adverse financial impact due to COVID-19 by submitting one or more of the following:

- ✦ IRS FORM 941 (at least two, recent filings preferably from 2Q20, 1Q20 or, if not completed, 4Q19)
- ✦ Profit/Loss Statements and/or Balance Sheets from March, April, May, June and/or July 2019 AND the same month(s) in 2020.
- ✦ Sales and Use tax returns filed with the Department of Revenue from March, April, May, June and/or July 2019 AND the same month(s) in 2020.
- ✦ Bank account statements from March, April, May, June and/or July 2019 AND the same month(s) in 2020 to the extent they show a reduction in the business' revenue due to COVID-19.
- ✦ Florida Form RT-6 (at least two, recent filings, preferable from 2Q20, 1Q20)

Applicants must also submit at least one of the following:

- ✦ Sole Proprietor Employee Certification Statement
- ✦ Partnership Certification Statement
- ✦ A completed and signed IRS W-9 form. Applicants will be instructed that they can find this form at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>



Community Rapid Response Program – Individual Financial Relief Assistance

Initial Allocation: \$1,000,000.00

Purpose:

Grants for unforeseen financial costs for funerals, medical and other emergency needs, childcare, overdue payments for rent, mortgage, and/or utilities for residents of Wakulla County that were actively employed prior to March 27, 2020 and have experienced a job loss or other reduction in income due to COVID-19. Payments will be made directly to eligible applicants upon certification and attestation that the funds will be used for eligible expenses verified with supporting documentation but not-to-exceed the amounts specified below:

Household 5 or less—**\$3,000***

Household 6 or more- **\$5,000***

*Includes: Actual amount of childcare charged per child enrolled full-time (30 hours or more) with a cap of \$800.00 per child per month, and the actual amount of childcare charged per child enrolled part-time (less than 30 hours) with a cap of \$500.00- per child per month. Childcare providers must be licensed by the State of Florida.

~~Only~~Grants will only reimburse the actual amount of need that is documented by an applicant for overdue rent or mortgage payments, overdue or past due utilities, COVID-19 related ~~funer~~funeral expenses, childcare, and COVID-19 related medical expenses ~~shall, but a written statement from the applicant that they will not~~ be capped at \$3,000.00 for household of 5 or less ~~able to make their payments on overdue rent, mortgage, utilities, COVID-19 related funeral expenses, childcare, other emergency needs, and \$5,000 for households with 6 more. COVID-19 related medical expenses due to COVID-19 related loss of income between the time of application and December 30, 2020, may suffice for award eligibility.~~

Purpose:

~~Grants for unforeseen financial costs for funerals and other emergency needs, childcare, overdue payments for rent, mortgage, and/or utilities for residents of Wakulla County that were actively employed prior to March 27, 2020. Payments will be made directly to eligible applicants upon certification and attestation that the funds will be used for eligible expenses.~~

Minimum Eligibility Requirements:

- ✦ Must reside in Wakulla County—~~Active, including active~~-duty military personnel with orders residing in Wakulla County.
- ✦ ~~Pay~~Necessary expenditure of COVID-19 related funeral or medical expenses, childcare, other emergency needs, or overdue rent, mortgage, or utilities for their primary residence in Wakulla County.
- ✦ The applicant or one other individual in the household has lost job or experienced a reduction in hours at work, or ~~revenue~~income due to COVID-19 (Adult with COVID-19 impact must be the applicant).
- ✦ Be a U.S. Citizen or permanent legal resident (Adult applying for the assistance must be a U.S. Citizen or permanent legal resident).



Application Requirements—Must provide:

- ✦ Photo I.D. for the applicant (e.g., U.S. Government issued driver's license, passport, etc.)
- ✦ Proof of number of individuals residing in household (through photo ID or other documentation)
- ✦ Social Security Card for the applicant, or a document from a government entity or verifiable institution that includes full social security number
- ✦ Proof if applicant's necessary expenditures are related to rent, mortgage, or utilities, provide proof of overdue or past due rent, mortgage, or utility payment obligations or a written statement from the applicant that they will not be able to make their rent, mortgage, or utilities payments due to COVID-19 related loss of income between the time of application and December 30, 2020.
- ✦ If applicant's necessary expenditures are related to medical and funeral expenses, provide proof of COVID-19 related medical or funeral expenses.
- ✦ If applicant's necessary expenditures are related to childcare, provide documentation from the state licensed day care provider that the applicant's child(ren) are enrolled in the state licensed day care center with evidence of date enrolled, services provided and the actual cost for child care services.
- ✦ Applicant must disclose and explain any other local, state, federal, or private funding received or which they anticipate receiving as a result of COVID 19. Examples include, but are not limited, to unemployment assistance, private loans, and insurance. In the event an Applicant has received any other local, state, federal, or private funding received or which they anticipate receiving as a result of COVID 19, Applicant must describe the amount of such funding received from each source, the purpose(s) for which such funding was utilized, and whether any funds remain unspent as of the date of the Application.
- ✦ Provide attestation that request is valid and truthful
- ✦ Documentation showing a loss of income (*only one is required*), such as:
 - Employer notice or statement of reduced hours, furlough, or layoff due to COVID-19.
 - Two paystubs that show reduction in income, one (1) 2020 paystub to show pay prior to March 27, 2020, and one (1) paystub to show a reduction in pay since March 27, 2020.
 - Unemployment letter showing award of re-employment assistance or other information related to COVID-19.
 - Any other official document, IRS filing, DOR Sales tax report that shows a reduction of income related to COVID-19.



Wakulla Mortgage & Rent Assistance Program (thru FHFC)

Allocation: \$240,768.00

Purpose: *Grants for residents of Wakulla County that that are overdue on mortgage or rent payments and other COVID-19 housing assistance.*

This program is administered by Government Services Group, Inc. on behalf of the County. Contact Jay Moseley at (352) 381-1975 or visit the County's webpage (see link below) for additional information and eligibility requirements:

https://www.mywakulla.com/departments/planning_and_community_development/departments/housing_services.php

Keep Wakulla Working Program

Allocation: \$500,000.00

Purpose: *Provide funding for Wakulla Businesses and residents in the hardest hit industries (e.g. hospitality, entertainment, food and beverage, personal services) due to COVID 19.*

This will include new or enhanced skills training for citizens of Wakulla who became unemployed or experienced a reduction in hours at work or job-related income due to COVID-19 to retrain and retool skills for in-demand industries and occupations.

Retrain and up-skills training for businesses to prepare existing employees to meet new market demands and changes to the workplace as result of COVID-19.

Grant funding will be used for tuition and registration costs, equipment, supplies.

Examples of Businesses and Occupations

- ✦ Child Care Centers and Day Care Workers
- ✦ Gyms and Personal Trainers, Massage Therapists
- ✦ Hair Salons, Nail Salons, Barber Shops and Stylists, Manicurists
- ✦ Restaurants, Caterers, Bakeries, Bars and cooks, servers.

Minimum Eligibility Requirements:

- ✦ Must reside in Wakulla County
- ✦ The applicant has lost a job or experienced a reduction in hours at work or job-related income due to COVID-19 (Adult with COVID-19 impact must be the applicant).
- ✦ Be a U.S. Citizen or permanent legal resident (Adult applying for the assistance must be a U.S. Citizen or permanent legal resident).

Application Requirements—Residents Requesting Training Support Must provide:

- ✦ Training area of interest.



- ✦ Photo I.D. for the applicant (e.g., U.S. Government issued driver's license, passport, etc.)
- ✦ Social Security Card for the applicant, or a document from a government entity or verifiable institution that includes full social security number
- ✦ Applicant must disclose and explain any other local, state, federal, or private funding received or which they anticipate receiving as a result of COVID 19. Examples include, but are not limited, to unemployment assistance, private loans, and insurance. In the event an Applicant has received any other local, state, federal, or private funding received as a result of COVID 19, Applicant must describe the amount of such funding received from each source, the purpose(s) for which such funding was utilized, and whether any funds remain unspent as of the date of the Application.
- ✦ Provide attestation that application is valid and truthful
- ✦ Documentation showing a loss or reduction of income (*only one is required*), such as:
 - Employer notice of reduced hours, furlough, or layoff due to COVID-19.
 - Two paystubs that show reduction in income, one (1) 2020 paystub to show pay prior to March 27, 2020, and one (1) paystub to show a reduction in pay since March 27, 2020.
 - Unemployment letter showing award of re-employment assistance or other information related to COVID-19.
 - Any other official document, IRS filing, or D.O.R. sales tax report that shows a reduction of income related to COVID-19.

Application Requirements—Businesses Requesting Training Support Must provide:

- ✦ Training area of interest.
- ✦ State of Florida active business registration from SunBiz.org showing the business was registered in Wakulla County effective March 1, 2019, still in business as of date of application, and is expected to return to full operations after local and state emergency guidelines during COVID-19 are rescinded.
- ✦ Applicant must disclose and explain any other local, state, federal, or private funding received or which they anticipate receiving as a result of COVID 19. Examples include, but are not limited, to PPP, EIDL, Florida Bridge Loan, private loans, and insurance. In the event an Applicant has received any other local, state, federal, or private funding received as a result of COVID 19, Applicant must describe the amount of such funding received from each source, the purpose(s) for which such funding was utilized, and whether any funds remain unspent as of the date of the Application.
- ✦ Copy of owner's Driver's License, state ID or passport
- ✦ Detailed Payroll Report as of March 1, 2020 (indicating number of employees, wages, 1099-MISC, full/part-time status)
- ✦ Provide attestation that request is valid and truthful

Applicants must also provide documentation establishing the business experienced adverse financial impact due to COVID-19 through submitting one or more of the following:

- ✦ IRS FORM 941 (at least two, recent filings preferably from 2Q20, 1Q20 or, if not completed, 4Q19)
- ✦ Profit/Loss Statements and/or Balance Sheets from March, April, May, June and/or July 2019



AND the same month(s) in 2020.

- ✦ Sales and Use tax returns filed with the Department of Revenue from March, April, May, June and/or July 2019 AND the same month(s) in 2020.
- ✦ Bank account statements from March, April, May, June and/or July 2019 AND the same month(s) in 2020 to the extent they show a reduction in the business' revenue due to COVID-19.
- ✦ Florida Form RT-6 (at least two, recent filings, preferable from 2Q20, 1Q20)

Applicants must also submit at least one of the following:

- ✦ Sole Proprietor Employee Certification Statement
- ✦ Partnership Certification Statement
- ✦ A completed and signed IRS W-9 form. Applicants will be instructed that they can find this form at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

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Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 11, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Heather Encinosa, County Attorney

Subject: Request Board Approval of the True-Up Agreement Relating to the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement Between Waste Pro and the County

Statement of Issue:

This agenda item requests Board approval of the True-Up Agreement Relating to the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement, between Waste Pro (“Franchisee”) and Wakulla County (“County”).

Background:

The County and the Franchisee entered the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement (hereinafter referred to as the “Franchise Agreement”) on or about September 6, 2011 to provide for the Collection and Disposal of Solid Waste and Recyclable Materials from both Single-Family Dwelling Units and Non-Residential Customers within the Franchise Area consisting of the entire area of the County less and except the municipal limits of the City of St. Marks.

In accordance with Section 12.1.1 of the Franchise Agreement the Franchisee will be paid by the County for all Single Family Dwelling Units on the solid waste assessment roll certified to the Wakulla County Tax Collector and the number of new dwelling units paying interim assessments upon the issuance of a Certificate of Occupancy.

The parties have reconciled a difference between the County’s and Franchisee’s records relating to the number of Single-Family Dwelling Units served by the Franchisee and the resulting amount of compensation due the Franchisee under the Franchise Agreement.

Analysis:

This True-Up Agreement (Attachment #1) will settle all issues and claims regarding the timeliness and amount of compensation due and paid to the Franchisee for its residential solid waste collection and disposal services under the Franchise Agreement from October 1, 2011 through and including September 30, 2020.

Request Board Approval of the True-Up Agreement Relating to the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement Between Waste Pro and the County

September 21, 2020

Page 2

Pursuant to this True-Up Agreement, the Franchisee will pay the County the sum of \$66,863.09 within 30 days in full and complete settlement of all past due amounts and in accordance with the “Summary of Overpayment,” included within the agreement. The County and the Franchisee further agree that assumptions in the Summary are reasonable and are deemed to be accurate for purposes of this True-Up Agreement.

Budgetary Impact:

Waste Pro will pay the County \$66,863.09 increasing the County’s Solid Waste Fund.

Options:

1. Approve the True-Up Agreement Relating to the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement Between Waste Pro and the County.
2. Do Not Approve the True-Up Agreement Relating to the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement Between Waste Pro and the County.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. True-Up Agreement Relating to the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement

**TRUE-UP AGREEMENT RELATING TO THE
RESIDENTIAL AND NON-RESIDENTIAL SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL
FRANCHISE AGREEMENT**

THIS TRUE-UP AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 3903 Crawfordville Highway, Florida 32327 (hereinafter referred to as “County”) and **WASTE PRO OF FLORIDA, INC.**, whose principal place of business is at 2101 W SR 434, 3rd Floor, Longwood, FL 32779 (hereinafter referred to as “Franchisee”).

RECITALS

WHEREAS, the County and the Franchisee entered into to that certain Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement (hereinafter referred to as the “Franchise Agreement”) on or about September 6, 2011 to provide for the Collection and Disposal of Solid Waste and Recyclable Materials from both Single-Family Dwelling Units and Non-Residential Customers within the Franchise Area consisting of the entire area of the County less and except the municipal limits of the City of St. Marks, as outlined in therein; and

WHEREAS, Section 12.1.1 of the Franchise Agreement provides that the Franchisee will be paid by the County for all Single Family Dwelling Units on the solid waste assessment roll certified to the Wakulla County Tax Collector and the number of new dwelling units paying interim assessments upon the issuance of a Certificate of Occupancy; and

WHEREAS the parties have reconciled a difference between the County’s and Franchisee’s records relating to the number of Single-Family Dwelling Units served by the Franchisee and the resulting amount of compensation due the Franchisee under the Franchise Agreement; and

WHEREAS, the parties now desire to enter into this True-Up Agreement to settle all issues and claims regarding the timeliness and amount of compensation due and paid to the Franchisee for its residential solid waste collection and disposal

services under the Franchise Agreement from October 1, 2011 through and including September 30, 2020;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. RECONCILIATION. The County and the Franchisee find that the information concerning the number of Single Family Dwelling Units served by the Franchisee, the rates, payments, and other information contained in the "Summary of Overpayment," attached hereto as Appendix A and incorporated herein by reference (the "Summary"), is true and correct. The County and the Franchisee further agree that assumptions in the Summary are reasonable and are deemed to be accurate for purposes of this True-Up Agreement.

SECTION 3. PAYMENT. In accordance with the Summary, Franchisee shall pay the sum of \$66,863.09 (Sixty Six Thousand, Eight Hundred Sixty Three Dollars and Nine Cents) to County within thirty (30) days of the effective date of this True-Up Agreement in full settlement of all claims regarding the timeliness and amount of compensation due and paid to the Franchisee for its residential solid waste collection and disposal services under the Franchise Agreement from October 1, 2011 through and including September 30, 2020.

SECTION 4. RELEASE. The parties and their respective successors and assigns hereby release and forever discharge each other and their respective trustees, beneficiaries, officers, directors, administrators, principals, shareholders, current and former employees, agents, attorneys, insurers, successors, and assigns, of and from any and all claims, demands, damages, actions, causes of action or suits that were made or could have been made regarding the timeliness and amount of compensation due and paid to the Franchisee for its residential solid waste collection and disposal services under the Franchise Agreement from October 1, 2011 through and including September 30, 2020.

SECTION 5. RECORDS. Franchisee shall be required to cooperate with the County relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or

distribution as may be deemed appropriate by the County. Franchisee shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

1. Keep and maintain public records required by the County in order to perform the services provided under this Agreement.

2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the Franchisee does not transfer all records to the County.

4. Transfer, at no cost, to County all public records in possession of the Franchisee upon termination of this True-Up Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Franchisee keeps and maintains public records upon the conclusion of this Agreement, the Franchisee shall meet all applicable requirements for retaining public records that would apply to the County.

5. If Franchisee does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Franchisee fails to provide records when requested, the Franchisee may be subject to penalties under section 119.10, Florida Statutes, and reasonable costs of enforcement, including attorney fees.

IF THE FRANCHISEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FRANCHISEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919 OR JWELCH@MYWAKULLA.COM, P.O. BOX 1263 CRAWFORDVILLE FLORIDA 32326.

SECTION 6. MISCELLANEOUS PROVISIONS.

A. This True-up Agreement is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this True-up Agreement, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this True-up Agreement or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

B. The validity, construction, and performance of this True-up Agreement shall be governed by the laws of the State of Florida.

C. If any portion of this True-up Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this True-up Agreement. If this True-up Agreement or any portion of this True-up Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

D. This True-up Agreement shall become effective when it is last approved and executed by the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By _____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Signature

Print Name

WASTE PRO OF FLORIDA, INC.

By _____
Name:
Title:

Date: _____

APPENDIX A
SUMMARY OF OVERPAYMENT

Calendar Year	Fiscal Year	Total Assessments		Exemptions		Net Total	Net Change	P/A	P/A to BOCC for Budget		W/P	CO's Issued		Additions / Deletions	Houses Paid For	Over/Under by Houses
		Assessments	Corrections	P/A	Exemptions				Assessments	Exemptions		Calendar Year	Fiscal Year			
2011	FY11/12	12,431	(288)	12,143		12,143		12,196	12,196	12,196		31	73	2	12,200	4
2012	FY12/13	11,934	(94)	11,840	166	11,996	(137)	12,156	12,156	12,156	12,550	65	79		12,539	383
2013	FY13/14	11,875	(43)	11,832	383	12,215	209	12,169	11,881	11,881		85	103		12,298	129
2014	FY14/15	11,915	(38)	11,877	153	12,030	(185)	12,137	11,864	11,864		98	114		12,070	(67)
2015	FY15/16	11,458	(48)	11,410	344	11,753	(277)	12,177	12,029	12,029		121	146		12,169	(8)
2016	FY16/17	11,986	(28)	11,958	205	12,163	205	12,183	12,040	12,040		158	216		12,488	245
2017	FY17/18	12,151	(30)	12,121	99	12,220	262	12,251	12,151	12,151	13,850	244	249		12,852	631
2018	FY18/19							12,391	12,391	12,391	88.6%	248	264		12,516	(5)
2019	FY19/20							12,483	12,483	12,483	12,271	261	316		12,584	(6)
2020	FY20/21							12,705	12,705	12,705	94	249	5		12,789	(10)
		83,750	(570)	83,180	1,145	84,325	77	85,269	121,950	121,950	1,229	1,560	1,560	7	124,475	1,296

Monthly Draw	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
October	169,305.50	187,318.84	170,666.67	170,666.67	168,875.33	174,175.33	181,352.42	181,352.42	178,126.52	178,126.52
November	169,305.50	186,599.00	170,666.67	167,487.55	168,875.33	174,175.33	181,352.42	181,352.42	178,126.52	178,126.52
December	169,305.50	186,599.00	170,666.67	167,445.91	168,875.33	174,175.33	181,352.42	181,352.42	179,907.79	179,907.79
January	169,305.50	169,805.09	170,666.67	167,473.67	168,875.33	174,175.33	181,352.42	181,352.42	179,907.79	179,907.79
February	169,305.50	169,805.09	170,666.67	167,473.67	168,875.33	174,175.33	181,352.42	181,352.42	179,907.79	179,907.79
March	169,305.50	169,805.09	170,666.67	167,473.67	168,875.33	174,175.33	181,352.42	181,352.42	179,907.79	179,907.79
Correction	100,476.00	(719.84)		(2,861.05)				(0.04)	5,343.80	
April	186,050.00	169,805.09	170,666.67	167,473.67	168,875.33	174,175.33	181,352.42	181,352.42	179,907.79	179,907.79
May	145,861.40	169,805.09	170,666.67	167,473.67	168,875.33	174,175.33	181,352.42	171,301.86	179,907.79	179,907.79
June	145,861.40	169,805.09	170,666.67	167,473.67	168,875.33	174,175.33	181,352.42	171,301.81	179,907.79	179,907.79
July	145,861.40	169,805.09	170,666.67	167,473.67	168,875.33	174,175.33	181,352.42	171,301.81	179,907.79	179,907.79
August	145,861.40	169,805.09	170,666.67	167,473.67	168,875.33	174,175.33	181,352.42	171,301.81	179,907.79	179,907.79
September	145,861.40	169,805.09	170,666.67	167,473.67	168,875.33	174,175.33	181,352.42	171,301.81	179,907.79	179,907.79
Total	2,031,666.00	2,088,042.81	2,048,000.00	2,010,002.11	2,026,504.00	2,090,104.00	2,166,574.39	2,125,976.00	2,158,893.47	2,158,893.47
Average	169,305.50	174,003.57	170,666.67	167,500.18	168,875.33	174,175.33	180,547.87	177,164.67	239,877.05	239,877.05
Per House:	166.53	166.53	166.53	166.53	166.53	168.18	168.18	168.86	171.56	171.56
# Houses	12,200	12,539	12,298	12,070	12,169	12,428	12,428	12,516	12,584	12,584

* This is the year we found the error in budgeting/billing and agreed at our initial meeting not to reduce pmts.
** The error should have been corrected the following budget year and was not until May
*** We will process an adjustment in late December to reflect a 1% increase in the rate.

111,686 Total Houses Paid
18,745,762.78
12,789 Difference is next FY 20/21

	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020
Hours per CO Sheet	12,200	12,229	12,252	12,281	12,305	12,336	12,379	12,450	12,520
CO's	73	79	103	114	146	216	249	264	345
1st Qtr	3,941.21	5,523.25	5,648.14	8,444.33	15,766.88	12,445.32	546.59	-	-
2nd Qtr	9,918.53	9,450.58	6,758.34	6,598.88	26,908.47	40,531.39	42,381.36	45,536.64	65,183.77
3rd Qtr	9,918.53	13,391.79	18,082.39	20,691.35	26,908.47	40,531.39	(41,834.77)	(45,536.64)	(65,183.77)
4th Qtr	9,918.53	13,391.79	16,999.94	20,691.35	26,908.47	41,077.97	(546.58)	-	-
Total	9,918.53	13,391.79	1,082.45	-	-	-	-	-	-
Clerk CO Worksheet	9,918.53	13,391.79	16,999.94	20,691.35	26,908.47	41,077.97	42,381.36	45,536.64	65,183.77

128,988.05 CO paid to WP 2011-2016
 153,101.77 CO Balance owed to WP
 287,089.82

assuming 2 month avg of CO's at 29

Commercial Accounts - Waste Pro payments to BOCC

	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020
October	-	-	4,102.08	4,160.00	4,679.75	4,438.97	4,824.96	4,752.52	3,004.35
November	-	-	4,148.82	4,240.20	4,689.06	4,504.47	4,891.29	4,833.95	4,869.33
December	11,133.69	11,297.09	4,156.66	4,043.53	4,739.43	4,575.71	4,896.08	4,834.31	5,036.01
January	3,792.78	3,938.53	4,093.32	4,308.84	4,625.00	4,631.31	4,885.18	4,835.91	5,003.08
February	3,750.62	3,917.30	4,033.21	4,274.66	4,257.37	4,607.84	4,827.29	4,841.83	4,603.95
March	3,876.45	3,999.54	4,150.16	4,284.72	4,676.26	4,624.38	4,806.47	4,889.15	5,022.95
April	3,923.20	3,929.71	4,080.84	4,328.60	4,458.41	4,685.91	4,801.51	4,886.88	5,127.14
May	3,820.63	3,987.98	4,165.76	4,388.01	4,445.41	4,676.39	4,772.78	4,911.39	5,024.49
June	3,724.29	3,736.76	4,011.91	-	4,452.33	4,747.35	4,806.20	5,001.75	4,330.51
July	3,844.43	3,862.47	3,939.96	8,465.36	4,482.00	4,773.54	4,857.32	5,005.93	4,153.23
August	3,775.00	-	3,939.96	-	4,511.88	4,809.63	4,866.99	5,047.82	4,161.71
September	3,900.77	8,033.13	4,160.00	9,262.62	4,467.65	4,854.20	4,824.45	5,001.72	-
Franchise Fee	45,541.86	46,652.51	48,892.68	51,756.54	54,484.57	55,929.70	58,064.52	58,843.16	50,336.75
Commercial Sales	569,273.25	583,156.38	611,158.50	646,956.75	681,057.13	699,121.25	725,806.50	735,539.50	629,209.38
Estimated	-	-	-	-	-	-	-	-	-

470,502.29 fee
 5,881,278.63 Gross
 5,410,776.34 net

Receive monthly payment via EFT from WP without any detail or backup - need to start getting commercial account detail

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 11, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Heather Encinosa, County Attorney

Subject: Request Board Approval of the Amendment to Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement Between Waste Pro and the County

Statement of Issue:

This agenda item requests Board approval of the Amendment to Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement between Waste Pro (“Franchisee”) and Wakulla County (“County”).

Background:

The County and the Franchisee entered the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement (the “Original Agreement”) on or about September 6, 2011 to provide for the Collection and Disposal of Solid Waste and Recyclable Materials from both Single-Family Dwelling Units and Non-Residential Customers within the Franchise Area consisting of the entire area of the County less and except the municipal limits of the City of St. Marks.

In accordance with Section 2.2 of the Original Agreement the term of the Original Agreement terminates on September 30, 2021 and may be extended for two (2) additional terms of four (4) years each upon mutual agreement of the parties. Additionally, in accordance with Section 24.8 of the Original Agreement, it may be modified from time-to-time by mutual agreement of the parties as evidenced by a written amendment executed by both parties.

Analysis:

This Amendment (Attachment #1) to the Original Agreement makes the following contract revisions:

- Changes the CPI used to optional rate increases from the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average to the detailed expenditure category Water and Sewer and Trash Collection Services under CPI-U;
- Extends the term of the Original Agreement for 4 years, which extension will commence on October 1, 2021 and terminate on September 30, 2025;
- Makes clean up revisions in Section 5.2 and expands the days of operation of the landfill to

Approval of Amendment to the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement

September 21, 2020

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include Monday, Thursday, Friday, and Saturday;

- Requires Waste Pro to acquire certain new vehicles for use in Wakulla County;
- Requires additional reporting for non-residential franchise fees;
- Modifies Section 11.1.2 to require a joint physical count of all Single-Family Dwelling Units in the County;
- Adds a new Section 11.1.4 to include the new public records language now required by Florida Statutes;
- Modifies and clarifies the payment procedures for Single Family Dwelling Unit in Section 12.1;
- Modifies Section 12.1.3 and Exhibit A to update the fees for Residential Collection and Non Residential Collections in the fee schedule. The Residential Fee reflects a 2% CPI Increase to WastePro for the FY20/21, the fee paid to Waste Pro per customer will be \$191.46 of which \$16.47 Per Customer will be withheld by the County for the Franchise Fee.
- Amends the Rate Adjustment factors in Section 12.2 to remove the fuel adjustment component and place a 3% cap on any increases that may be granted; and
- Amends Section 13.1 concerning the calculation of the residential Franchise Fee, which is retained by the County and to provide additional information on non-residential franchise fee collections.

Budgetary Impact:

The annual payment to Waste Pro is made from funds collected by the residential and commercial solid waste fees collected by the County. For FY2020/2021, the annual budget for Waste Pro is \$2,309,693.00. This budget amount is the maximum annual payment based on the current number of residential special assessments plus an estimated number of new residential units that will be added during next fiscal year. All revenue collected from residential and commercial solid waste fees and all necessary expenses including payment to Waste Pro is recorded in the Solid Waste Operating Fund.

Options:

1. Approve the Amendment to the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement Between Waste Pro and the County (which approval is contingent on the approval of the True-Up Agreement, also on this agenda).
2. Do Not Approve the Amendment to the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement Between Waste Pro and the County.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Amendment to the Residential and Non-Residential Solid Waste and Recycling Collection and Disposal Franchise Agreement

**AMENDMENT TO
RESIDENTIAL AND NON-RESIDENTIAL SOLID WASTE AND RECYCLING
COLLECTION AND DISPOSAL
FRANCHISE AGREEMENT**

THIS AMENDMENT to that certain **RESIDENTIAL AND NON-RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL FRANCHISE AGREEMENT** (hereinafter referred to as the “Original Agreement”) is made and entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA**, a political subdivision of the State of Florida, located at 3903 Crawfordville Highway, Florida 32327 (hereinafter referred to as “County”) and **WASTE PRO OF FLORIDA, INC.**, whose principal place of business is at 2101 W SR 434, 3rd Floor, Longwood, FL 32779 (hereinafter referred to as “Franchisee”).

RECITALS

WHEREAS, the County and the Franchisee entered into the Original Agreement on or about September 6, 2011 to provide the Collection and Disposal of Solid Waste and Recyclable Materials from both Single-Family Dwelling Units and Non-Residential Customers within the Franchise Area consisting of the entire area of the County less and except the municipal limits of the City of St. Marks, as outlined in therein, (hereinafter referred to as the “Collection and Disposal services”); and

WHEREAS, in accordance with Section 2.2 of the Original Agreement the term of the Original Agreement terminates on September 30, 2021 and may be extended for two (2) additional terms of four (4) years each upon mutual agreement of the parties; and

WHEREAS, in accordance with Section 24.8 of the Original Agreement, the Original Agreement may be modified from time-to-time by mutual agreement of the parties as evidenced by a written amendment executed by both parties; and

WHEREAS, the parties hereby mutually agree to extend the term of the Original Agreement through September 30, 2025, and to make other revisions to the Original Agreement as provided herein.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. AMENDMENT TO ARTICLE 1. Article 1 of the Original Agreement is hereby amended to read as follows:

* * *

"CPI" as used herein shall be the revised Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average for detailed expenditure category Water and Sewer and Trash Collection Services published by the Bureau of Labor Statistics, U.S. Department of Labor, ~~1982-84~~ December 1997 = 100. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.

* * *

[underline indicates additions; ~~strikethrough~~ indicates deletions]

SECTION 2. EXTENSION OF TERM. In accordance with Section 2.2.2 of the Original Agreement, the Franchisee and the County hereby agree to extend the term of the Original Agreement for one (1) additional four- (4-) year term, which shall commence on October 1, 2021 and terminate on September 30, 2025.

SECTION 3. AMENDMENT TO SECTION 5.2. Section 5.2 of the Original Agreement is hereby amended to read as follows:

5.2 In the event FRANCHISEE opts to direct haul all waste to an out-of-county landfill and by-pass the Wakulla County Transfer Station, FRANCHISEE shall still be required to operate the Transfer Station so that it may accept Solid Waste, Recyclable Materials, E-Scrap, White Goods, Bulk Waste, C&D, Yard Trash, tires, and used oil. ~~In the event the City of Sopchoppy does not approve the Franchise for the incorporated area of the City, FRANCHISEE shall also accept such materials generated within the City at the Transfer Station.~~ Hours of operation of the Wakulla County transfer station shall be 8:00a.m. to 5:00p.m. on Mondays, Thursdays, and Fridays, and 8:00a.m. to 3:00p.m. on Saturdays. FRANCHISEE may collect the fee established in Exhibit "A" for all materials disposed of at the Transfer Station with the exception of White Goods and E-Scrap.

[underline indicates additions; ~~striketrough~~ indicates deletions]

SECTION 4. AMENDMENT TO SECTION 8.1. Section 8.1 of the Original Agreement is hereby amended to add a new Section 8.1.7, as follows:

8.1.7 No later than October 1, 2021 the FRANCHISEE shall provide and utilize four (4) new vehicles to provide Collection services under this Agreement. Additionally, no later than October 1, 2022, the FRANCHISEE shall provide and utilize four (4) additional new vehicles to provide Collection services under this Agreement.

SECTION 5. AMENDMENT TO SECTION 11.1. Sections 11.1.1 and 11.1.2 of the Original Agreement are hereby amended to read as follows:

11.1.1 The FRANCHISEE shall maintain a record of the Franchise Fee collected from Non-Residential Customers, all customer names, addresses, account statuses, billing, and payment history, and a record of all complaints, requests, issues, or concerns. The COUNTY shall have 24-hour access to this data listing the name and address of the person, the nature of the communication, the time recorded and the time of resolution. All complaints, requests, issues, or concerns whether received via telephone, fax or electronic transmission shall be logged.

11.1.2 The FRANCHISEE records required herein shall be maintained in an electronic format, such as the Track-Ez system, approved by the Contract Manager. The database shall be readily available for inspection or audit by the COUNTY at any time during normal operating hours and information in the records shall be shared with the COUNTY upon request. In addition, the COUNTY reserves the right to request an annual audit of the FRANCHISEE's billing records and customer list prepared at the FRANCHISEE's cost. Additionally, on or before February 28, 2021, FRANCHISEE and COUNTY collectively shall perform a physical count of all Single Family Dwelling Units receiving Collection and Disposal services detailing the number of dwelling units and the Parcel Identification Number on which those dwelling units are located, as maintained by the Wakulla County Property Appraiser. The COUNTY and FRANCHISEE shall utilize this data to reconcile the Single Family Dwelling Units receiving Collection and Disposal services and the COUNTY's non-ad valorem assessment

roll. The FRANCHISEE shall notify the County the next business day in the event a residential customer changes its collection from Residential to Commercial, and also the same applies to Commercial customers changing to Residential collection.

[underline indicates additions; ~~strikethrough~~ indicates deletions]

SECTION 6. AMENDMENT TO SECTION 11.1. Section 11.1 of the Original Agreement is hereby amended to add a new Section 11.1.4, as follows:

11.1.4 FRANCHISEE shall be required to cooperate with the COUNTY relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. FRANCHISEE shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

1. Keep and maintain public records required by the COUNTY in order to perform the services provided under this Agreement.

2. Upon request from the COUNTY provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the FRANCHISEE does not transfer all records to the COUNTY.

4. Transfer, at no cost, to COUNTY all public records in possession of the FRANCHISEE upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the FRANCHISEE keeps and maintains public records upon the conclusion of this Agreement, the FRANCHISEE shall

meet all applicable requirements for retaining public records that would apply to the COUNTY.

5. If FRANCHISEE does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the FRANCHISEE fails to provide records when requested, the FRANCHISEE may be subject to penalties under section 119.10, Florida Statutes, and reasonable costs of enforcement, including attorney fees.

IF THE FRANCHISEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FRANCHISEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919 OR JWELCH@MYWAKULLA.COM, P.O. BOX 1263 CRAWFORDVILLE FLORIDA 32326.

SECTION 7. AMENDMENT TO SECTION 12.1. Section 12.1.1 of the Original Agreement is hereby amended as follows:

12.1.1 Residential: The County will impose an annual non-ad valorem assessment for all Single-Family Dwelling Units in the County that receive roll-out cart service, as opposed to commercial dumpster service. ~~The FRANCHISEE will be paid by the County for all Single Family Dwelling Units based upon the number of Single Family Dwelling Units on the assessment roll certified to the Wakulla County Tax Collector and the number of new Single Family Dwelling Units paying interim assessments. The payments due shall be divided into in twelve equal payments, based on the fiscal year October through September, and will be paid monthly, by the 15th of each month. except that payments for the months of October, November, and December shall be paid in one lump sum payment in December 2011 for the first contract year. The annual payment amount to FRANCHISEE will be calculated by multiplying the current annual Residential Service rate set forth in Exhibit "A," as it may be adjusted in accordance with Section 12.2 of the Agreement by the number of Single Family Dwelling Units on the assessment roll certified to the Wakulla County Tax Collector plus the number of new Single Family Dwelling Units added or subtracted to the roll by net corrections or deletions made to the roll between January 1 and June 30. The annual payment amount to~~

FRANCHISEE will change each October and the COUNTY will reconcile the number of Single Family Dwelling Units on the assessment roll certified to the Wakulla County Tax Collector including those added to the roll from the Certificate of Occupancy process and net corrections or deletions from July 1 through December 31 and make one adjustment payment in February of the following calendar year. The COUNTY will make adjustment payments to FRANCHISEE for additional Single Family Dwelling Units added throughout the fiscal year from the Certificate of Occupancy process in April, for January through March, in July for April through June and in October for July through September.

[underline indicates additions; ~~strikethrough~~ indicates deletions]

SECTION 8. AMENDMENT TO SECTION 12.1 AND EXHIBIT A. Section 12.1.3 is hereby amended as follows and a revised Exhibit "A," as attached hereto and incorporated herein by reference, is hereby approved to replace Exhibit "A" attached to the Original Agreement:

12.1.3 FRANCHISEE's fees are listed in ~~the Bid Form found in revised~~ Exhibit "A," attached hereto and incorporated herein. These fees shall remain constant from October 1, 2011 through September 30, 2012, ~~and~~ may be adjusted pursuant to Paragraph 12.2.

[underline indicates additions; ~~strikethrough~~ indicates deletions]

SECTION 9. AMENDMENT TO SECTION 12.2. Section 12.2 is hereby amended to read as follows:

12.2 RATE ADJUSTMENT FACTORS

12.2.1 Annual Rate Adjustments and Indexing: ~~The total fees authorized by the COUNTY and established in Exhibit "A" consist of two components, a Base Rate Component and a Fuel Rate Component. The Base Rate Component comprises ninety percent (90%) of the total rate established in Exhibit "A" and the Fuel Rate Component comprises the remaining ten percent (10%) of the total rates established in Exhibit "A."~~ Because the residential accounts will be collected in accordance

with s. 197.3632, Florida Statutes, any adjustments requested to the residential rates may only be accommodated once per year upon receipt of notice by May 1 to go into effect on the following October 1. The FRANCHISEE may request approval from the COUNTY at any time for an adjustment to the rates for Non-Residential Collection Services, but no more than once per contract year. In the event application of ~~either the Base Rate or Fuel Rate Component~~ the Aadjustment procedures would result in a decreased fee, the COUNTY shall notify FRANCHISEE by May 1 of its intent to adjust the rates down effective on the next October 1. ~~The annual rate adjustments based on adjustments to the CPI shall only apply to the ninety percent (90%) of the rates established in Exhibit "A" representing the Base Rate Component. The annual rate adjustments based on adjustments to the fuel index shall only apply to the ten percent (10%) of the rates established in Exhibit "A" representing the Fuel Rate Component.~~

~~12.2.2 Base Rate Component Adjustments:~~ On October 1, ~~2021~~12, and October 1 of each subsequent Contract Year of this Agreement, the rates listed in Exhibit "A" may be adjusted, either as an increase or a decrease, based on adjustments to the CPI, as defined herein, ~~less the factor for fuel,~~ for the twelve (12) months ending December 31 preceding each new Contract Year. The parties agree that the annual adjustment to the rates listed in Exhibit "A" shall not exceed 3% notwithstanding the adjustments to the CPI for the applicable period.

~~12.2.3 Fuel Rate Component Adjustments:~~ ~~FRANCHISEE may petition the Board of County Commissioners for an additional rate adjustment on the basis of increases or decreases in fuel costs as provided in this Section. For purposes of this Section, the Base Cost per gallon of diesel fuel used for calculation of the rates in Exhibit "A" is equal to \$4.00 per gallon. Adjustments shall be determined as follows:~~

~~(a) Determine the Index Change per gallon of diesel fuel. Identify the Index Cost per gallon of diesel fuel as reported in the Energy Information Administration Department Weekly Retail On-Highway Diesel Prices, Gulf Coast Index, and subtract the Base Cost per gallon from the Index Cost per gallon to determine Index Change per gallon.~~

~~(b) Determine the Percentage Change to be applied to the Base Cost per gallon. Divide the Index Change by the Base Cost per gallon to determine the Percentage Change.~~

~~(c) Determine the Adjusted Fuel Rate Component (based on 10% of rate). Multiply the Fuel Rate Component by the percentage change plus one to determine the Adjusted Fuel Rate Component.~~

~~(d) Calculate the Fuel Rate Component Adjustment to be applied to existing rates. Subtract the Contract or existing fuel rate component from the Adjusted Fuel Rate Component to determine the Fuel Rate Component Adjustment.~~

~~In the event an adjustment is requested for the residential rates, the Fuel Rate Component Adjustment shall be multiplied by the total number of Single Family Dwelling Units included on the assessment roll to determine the maximum amount of any adjustment to the established fees due to changes in fuel costs.~~

~~In the event an adjustment is requested for non-residential rates, the Fuel Rate Component Adjustment shall be multiplied by the total number of Non-Residential Customers to determine the maximum amount of any decrease or increase to the established fees due to changes in fuel costs.~~

~~An example of application of the Fuel Rate Component Adjustment process to residential rates is attached hereto and incorporated herein by reference in Exhibit "C."~~

~~12.2.3-12.2.4~~ Extraordinary Rate Adjustments: FRANCHISEE may petition the Board of County Commissioners at any time for an additional rate increase or decrease on the basis of extraordinary or unusual changes in the cost of operations that could not reasonable be foreseen by a prudent operator. The request shall contain substantial evidence and justification, as determined by the Contract Manager, to support the need for the rate adjustment. The Board may request from the FRANCHISEE, and FRANCHISEE shall provide, all information as may be reasonably necessary in making its determination. The Board may approve or deny the request, in whole or in part, after receipt of the request and all supporting information.

[underline indicates additions; ~~strikethrough~~ indicates deletions]

SECTION 10. AMENDMENT TO SECTION 13.1. Section 13.1 of the Original Agreement is hereby amended to read as follows:

13.1 The FRANCHISEE shall pay the COUNTY a Franchise Fee in the amounts set forth in this section based on the FRANCHISEE's gross receipts within the Franchise Area. For residential customers, such amount shall be up to equal to nine percent (9%) of the amount collected from the non-ad valorem assessment imposed by the COUNTY. The Franchise Fee for residential customers shall be retained by Wakulla County prior to making payment to the FRANCHISEE as provided in section 12.1.1. The amount of the residential Franchise Fee shall be calculated by deducting the sum of (1) the annual fee payable to FRANCHISEE for Collection and Disposal services to Single Family Dwelling Units and (2) collection and administrative costs applicable to the non-ad valorem assessment from the total amount of the non-ad valorem assessment imposed by the COUNTY pursuant to Section 12.1.1. The County shall provide Waste Pro with the total number of residential units deducted from franchise count. For Non-Residential Customers, FRANCHISEE shall pay the COUNTY a Franchise Fee equal to eight percent (8%) of the amount collected monthly from providing Non-Residential Collection and Disposal Service no later than the 25th day of each month. FRANCHISEE shall provide Non-Residential Customer Name, Address and amount collected to COUNTY each month with FRANCHISEE Payment. The Franchise Fee for Non-Residential Collection and Disposal Service shall not include revenues or receipts generated from collection or disposal of Recyclable Materials collected from Non-Residential Customers.

SECTION 11. MISCELLANEOUS.

A. This Amendment is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Amendment, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

B. The validity, construction, and performance of this Amendment shall be governed by the laws of the State of Florida.

C. If any portion of the Amendment, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions

of this Amendment. If this Amendment or any portion of this Amendment is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

D. This Amendment shall become effective when it is last approved and executed by the parties.

E. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 2020.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brent X. Thurmond
Clerk

By _____
Mike Stewart
Chairman

Approved as to form:

Date: _____

Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Signature

Print Name

WASTE PRO OF FLORIDA, INC.

By _____
Name:
Title:

Date: _____

**REVISED
EXHIBIT "A"**

FEEES EFFECTIVE OCTOBER 1, 2020

Residential Service	Cost Per Year
1 Solid Waste & 1 Recycle weekly. White goods / Bulk Waste quarterly, and Bulk Waste less than 2 cubic yards with Solid Waste. Includes mandatory side door pick-up for handicapped. Includes Respondent providing designated size solid waste roll-off cart and recycling container for each Single Family Dwelling Unit.	\$191.46
Residential Ancillary Cost	
May be requested by customer - cost shall reflect add-on cost to Option 1 above. Will be billed by FRANCHISEE.	
Side Door Collection: garbage - recycle - Non-handicap	\$84.00
Additional standard roll-out container (if requested) Cost reflects additional fee per container (96 gallon only) <i>NOTE THAT ALL CUSTOMERS WITH THIS SERVICE BEFORE THIS AMENDMENT IS EXECUTED WILL CONTINUE TO BE CHARGED THE ORIGINAL COST OF \$3.00 YEAR)</i>	\$36.00
Bear resistant container(s) (if requested). Cost reflects additional fee per container. (96 gallon only)	\$6.00
Bear proof container(s) (if requested). Cost reflects additional fee per container. (96 gallon only)	\$72.00
Special Services for Residential and Non-Residential	
On-call Bulk Waste Pick-Up (per cubic yard per pickup)	\$25.00
Cart Exchange (for requests in addition to 1 in first year and subsequent 1x annual free exchange; includes delivery) (per cart)	\$25.00
Residential call back for collection as a result of customer error	\$0.00
Cart replacement as a result of loss or damage through willful or intentional misuse or abuse; includes delivery (per cart)	\$50.00
Key Charge (allowed when container access requires driver to remove lock to empty container) (per container per month)	\$15.00
Enclosure Charge (allowed when collection requires removing container from an enclosure and replacing it with empty) (per container per month)	\$15.00
Gate Service Charge (allowed when collection requires passing through a gate in order to access a container) (per container per month)	\$15.00
Transfer Station Charge Per Ton (All materials coming in except for White Goods and E-Scrap)	\$75.00

Non - Residential Service	
Roll off Dumpster Service	Cost Per Pick Up
12 cubic yard bin	\$250.00
20 cubic yard bin	\$300.00
30 cubic yard bin	\$300.00
40 cubic yard bin	\$300.00
30 yard self contained compactor	\$350.00
40 yard stationary compactor	\$350.00
Disposal Charge Per Ton (roll-off dumpsters and compactors)	\$61.80
Roll-off dumpster delivery charge	\$200.00
Commercial Hand Load Service	Cost Per Month
96 gallon barrel service	\$18.00
Commercial Dumpster Service	Cost Per Pick-Up
2 cubic yard bin	\$17.00
4 cubic yard bin	\$32.00
6 cubic yard bin	\$45.00
8 cubic yard bin	\$56.00
Commercial dumpster delivery charge	\$50.00
Commercial dumpster re-delivery charge (delinquent accounts)	\$75.00

Fees Effective October 01, 2020

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 15, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Somer Pell, Director, Planning and Community Development

Subject: Application for Change of Zoning R20-09 (Gulf Specimen Marine Laboratories, Inc., Applicant; Cypress & Jack Rudloe, Agents)

Statement of Issue:

This agenda item provides the Board with an Application for Change of Zoning from R-1 (Single-Family Residential) to C-4 (Downtown Commercial) (Attachment 1).

Background:

This application requests approval for a change of zoning from R-1 (Single-Family Residential) to C-4 (Downtown Commercial) on a 1.1+/- acres of land.

The subject property is currently located along Clark Drive and Mississippi Avenue, adjacent to the Gulf Specimen Marine Lab ("Lab") and is platted as Block P, Lots 5-7, of Aqua De Vida Subdivision and Block C, Lots 5-7, Panacea South Subdivision (Attachment 2).

Technical Review (TRC): On August 13, 2020, the request was reviewed by the Technical Review Committee. All items required to complete the file were subsequently submitted by the Applicant.

Planning Commission: On September 14, 2020, the request was reviewed by the Planning Commission. The Commission voted unanimously to recommend approval of the Change of Zoning.

Standard of Review: When considering an application for rezoning, the burden is initially on the Applicant to establish that the proposed rezoning is consistent with the Comprehensive Plan and complies with all applicable procedural requirements in the Land Development Code. Thereafter, to deny the proposed rezoning, the burden shifts to the County to present competent substantial evidence on the record demonstrating that maintaining the existing zoning classification accomplishes a legitimate public purpose and is not arbitrary, discriminatory, or unreasonable. "Competent substantial evidence" consists of relevant fact-based evidence that a reasonable person would find supports a particular conclusion.

Analysis:

Comprehensive Plan: The Future Land Use Map (FLUM) designation for the Subject Property is Urban Core, which allows non-residential development not to exceed a floor area ratio (FAR) of 0.5 with connections to central water and sewer.

Land Development Code: The current zoning district for the subject property is R-1 (Single-Family Residential), which allows for residential development at a density of five dwelling units per one acre of land.

The proposed zoning district for the subject property is C-4 (Downtown Commercial), which would permit commercial uses to include museums, art galleries, botanical gardens, zoological parks, schools, and educational facilities.

Site Conditions: The Subject Property is currently developed with a portable metal utility building and one salvage mobile home.

The Subject Property is located in FEMA flood zone designation “AE”. The “AE” zone is an area of the 100-year floodplain and this property also has the additional potential for wave velocity. New structures and substantially improved structures are required to meet specific elevation requirements and flood insurance is typically required by mortgage lenders for structures located in the “AE” flood zone.

Staff conducted a site visit on September 3, 2020 (Attachment 3).

Adjacent Parcels:

	Zoning	Future Land Use Designation	Existing Use
Subject Property	R-1	Urban Core	Mobile Home
North	C-4	Urban Core	Gulf Specimen Marine Lab
South	R-1	Urban Core	Single Family Residential
East	R-1 & C-4	Urban Core	Single Family Residential & Gulf Specimen Marine Lab Parking
West	R-1 & C-4	Urban Core	Single Family Residential & Gulf Specimen Marine Lab Property

(Attachment 4)

Compatibility: The proposed zoning is consistent with the Comprehensive Plan, Land Development Code and is generally consistent with the character of the area.

Public Notification: This request has been noticed and advertised in accordance with the provisions of the Wakulla County Land Development Code. The Applicant mailed public hearing notices to property owners within 1000 feet of the Subject Property. The Planning Department also posted signage on the Subject Property indicating the rezoning request. To date, the Planning

Department has not received any written comments pertaining to the rezoning request.

The advertisement for this public hearing appeared in the Wakulla News on September 3, 2020 (Attachment 5).

Additional Information: In 2018, the Board of County Commissioners approved Zoning Ordinance No. 2018-35 amending the official zoning from R-1 to C-4 on the northern portion of the property to allow the Lab to be conforming to zoning regulations. Since that time, additional acreage has been acquired south of the Lab and the Applicant desires this acreage to be eligible for future expansion of the Lab.

Options:

1. Conduct the final Public Hearing and adopt the proposed zoning ordinance, amending the official zoning from R-1 to C-4, based upon Staff's recommendation and the findings of fact and conclusions of law made by the Board and any evidence submitted at the Hearing hereon.
2. Conduct the final Public Hearing and deny the proposed zoning ordinance, retaining the R-1 zoning, based upon Staff's recommendation and the findings of fact and conclusions of law made by the Board and any evidence submitted at the Hearing hereon.
3. Board Direction.

Recommendation:

Option #1

Attachment(s):

1. Application
2. Site Map
3. Site Photos
4. Zoning Map
5. Advertisement
6. Proposed Ordinance



WAKULLA COUNTY
PLANNING & COMMUNITY DEVELOPMENT
 3093 Crawfordville Highway • Crawfordville, FL 32327 • 850/926-3695
 Fax – 850/926-1528

ATTACHMENT # 1
 PAGE 1 OF 1

CHANGE OF ZONING APPLICATION

Please read carefully. This is the only form accepted for application.

Rezoning Request #: RZ 20-09

Owner Name: Gulf Specimen Marine Lab, Inc
 Address: 222 CLARK DR PANACEA
 Telephone: 850 984 5297
 Email: gspecimen@sprintmail.com

Agent Name: Cypress Jack Rudge
 Address: _____
 Telephone: 850-445-8618 Cypress
 Email: 850-445-6786 Jack

If more than one owner, attach sheet with name, address and phone number for all owners and written consent to the rezoning with the signatures of all owners.

SECTION: 25 TOWNSHIP: 5 SOUTH RANGE: 2 WEST
 H. S. LOT: _____ MAP PAGE: 12 PARCEL #: 25-59-02W-074-03260-000

Parcel ID Number: 25-59-02W-074-03260-000 (Part of)

SUBDIVISION: AQUA DE VIDA BLOCK: P LOT: 5, 6, 7 ACREAGE: 1.700 +/-
 Current Atlas Zoning: Panacea South R-1 & C-4 Proposed Atlas Zoning: C-4

NFIP#: 12129C-D370E FLOOD ZONE: AE B.F.E.: 18' Current Comprehensive Plan Designation: URBAN CORE

Address and Physical Location of Property: 222 CLARK DR PANACEA FL 32346

Reason for Application: INSTALLATION OF GULF SPECIMEN AQUAR CLASSROOM EXPANSION

- The following items are required at the time of application:
- Completed Application
 - Deed and Legal Description
 - Fees \$940
 - Letter of Authorization

Written notification to neighboring property owners by Certified Mail: _____ 500 feet for Residential
 (To be sent after TRC.) _____ 1000 feet for Commercial

Other items may also be required by the Planning and Community Development Department.

I certify, under penalty of perjury, that all materials submitted are true and correct to the best of my knowledge and belief. By submitting this application I (we) am (are) voluntarily granting permission to Wakulla County officers, employees, and agents to enter onto and inspect the property that is subject to this application at all reasonable times for determining the suitability of the applied for development order and for compliance with County development regulations contained within the Wakulla County Code of Ordinances and Comprehensive Plan. I (we) further acknowledge that refusing access to Wakulla County officers, employees, and agents is grounds for and may result in my application being denied.

X [Signature] _____ July 2, 2020 _____
 Signature (Owner) Date Signature (Owner) Date

Rezoning Fees	One Single-family Residential Unit Site	_____ \$710.00
	Three or Less Single-Family Residential Sites	_____ \$800.00
	Multiple Dwellings (Duplex, Triplex) or Non-Residential (Includes 4 or more SFR Rezoning Application, such as 5 Acres to RR-1, 25 Acres to RR-5, etc.)	<u>X</u> \$940.00

Received by: [Signature] Receipt #: R20-09 Date: 7-6-2020

At TRC, a checklist of items needed to complete the project file will be handed out, along with a deadline for the file to be complete. If the file is not complete by the deadline, the project will be continued until the completion has been achieved. If a continuance is requested by the applicant, or enforced by Planning and Community Development, it is the applicant's responsibility to reimburse Planning and Community Development for the \$210 re-advertisement fee.

Site Map



PALMDALE STREET

CLARK DRIVE

Part of 222 Clark Drive

MISSISSIPPI AVENUE

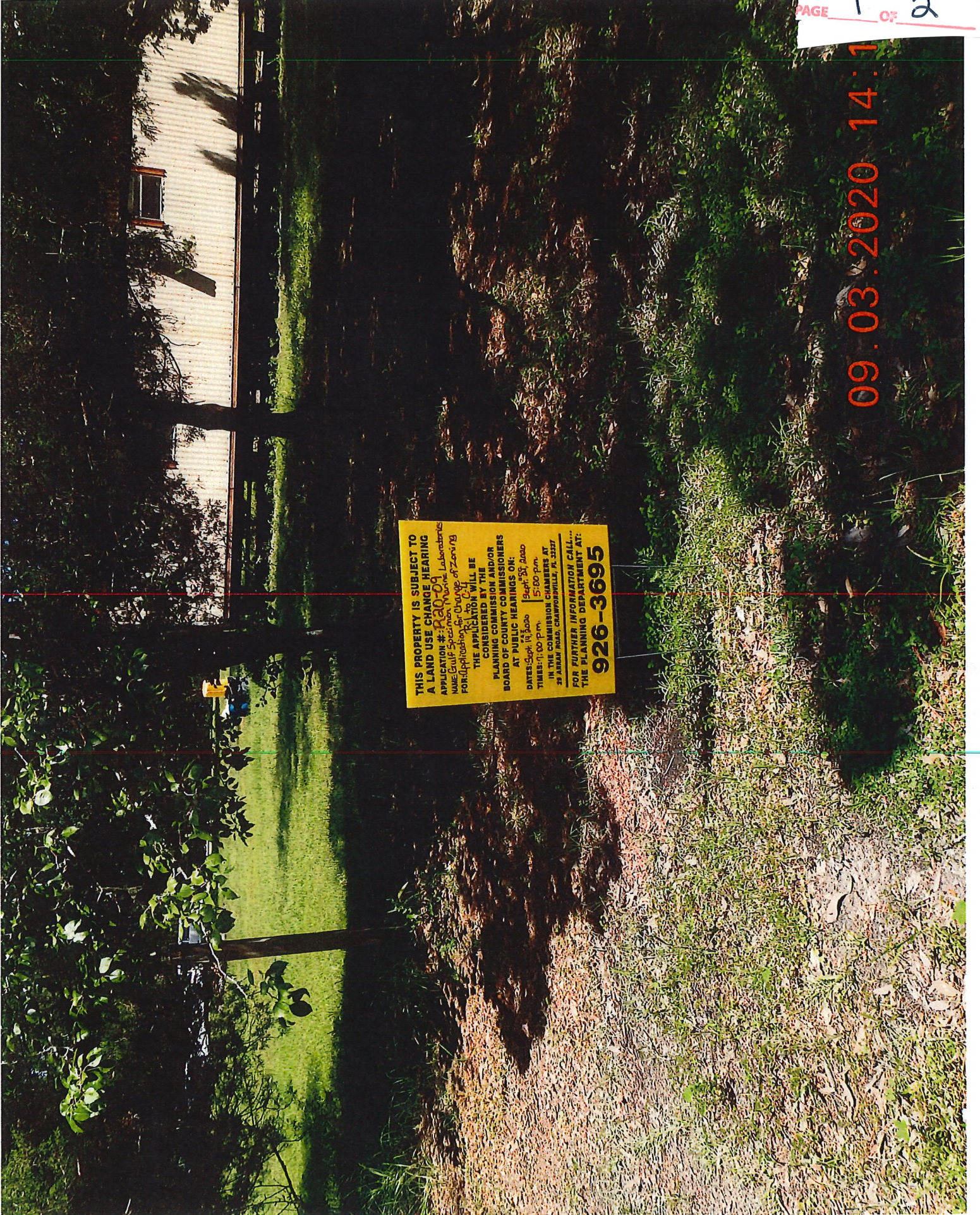
ROCK LANDING ROAD

CHIPOLA STREET

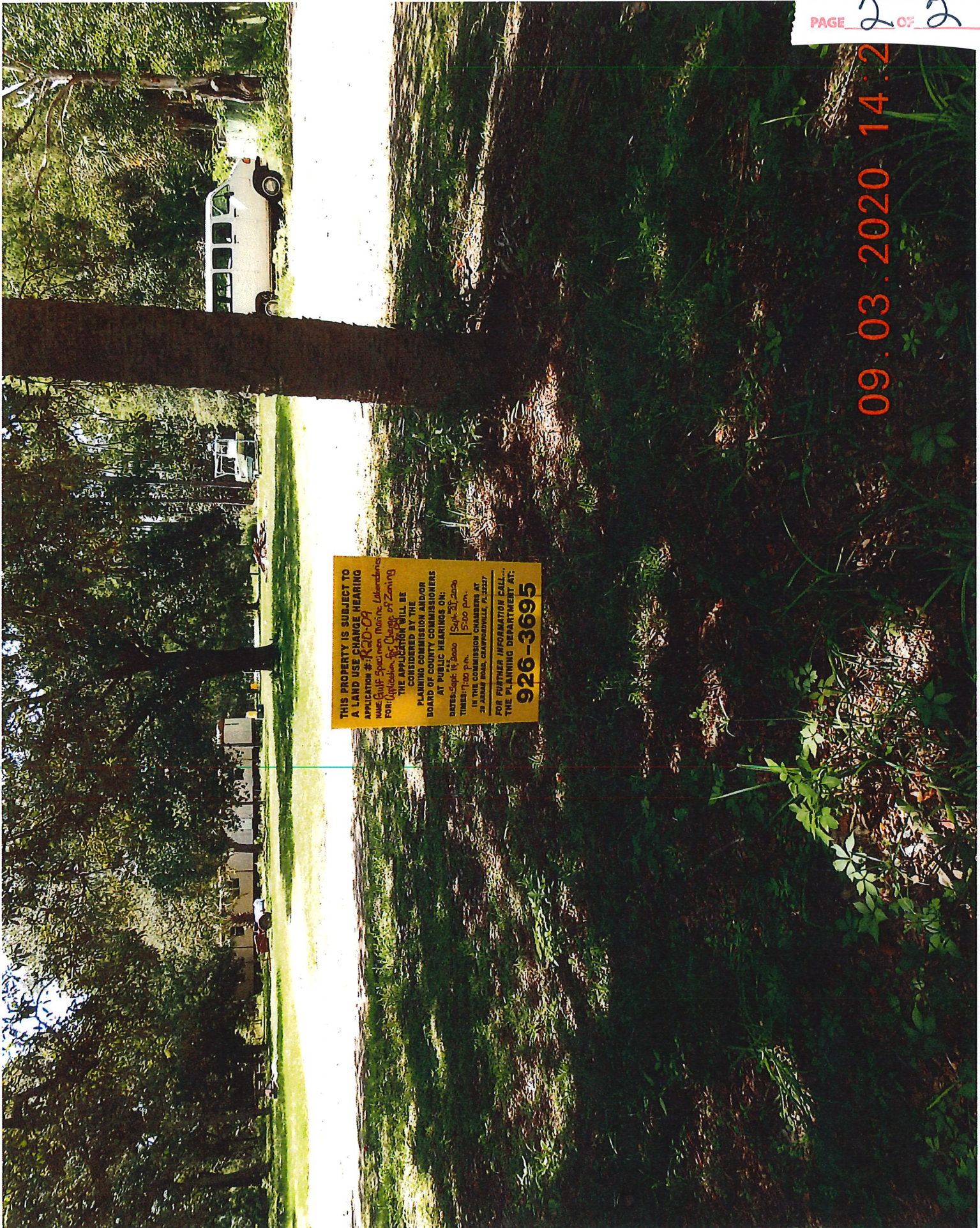


09.03.2020 14:1

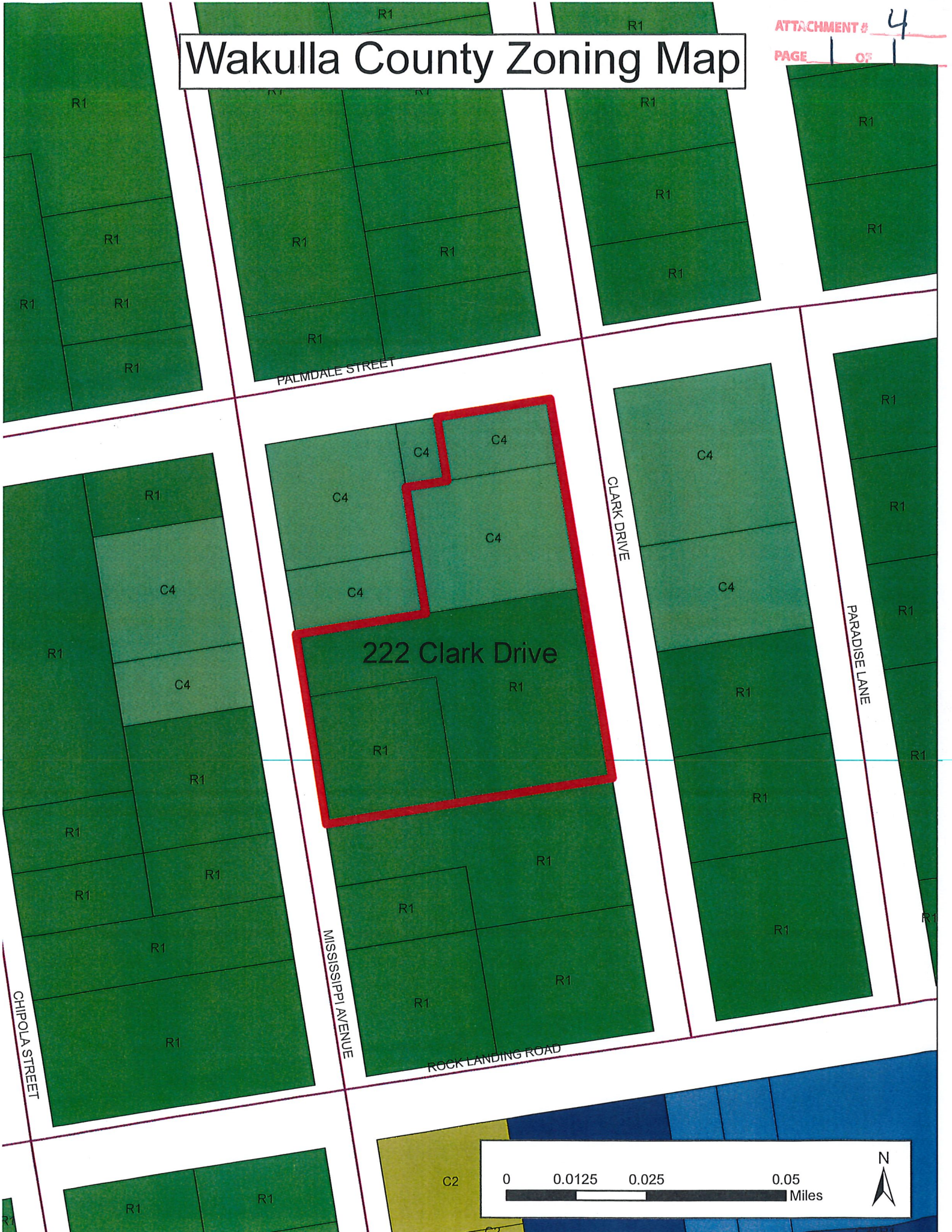
THIS PROPERTY IS SUBJECT TO
A LAND USE CHANGE HEARING
APPLICATION # 20-09
NAME: Gulf Specimen Marine Laboratories
FOR: Application for Change of Zoning
The application will be
CONSIDERED BY THE
PLANNING COMMISSION AND/OR
BOARD OF COUNTY COMMISSIONERS
AT PUBLIC HEARINGS ON:
DATES: Sept. 19, 2020 Sept. 21, 2020
TIMES: 11:00 p.m. 5:00 p.m.
IN THE COMMISSION CHAMBERS AT
27 AIRTAX ROAD, CLAYTONVILLE, FL 32727
FOR FURTHER INFORMATION CALL...
THE PLANNING DEPARTMENT AT:
926-3695



09.03.2020 14:2



Wakulla County Zoning Map



**NOTICE OF PUBLIC HEARINGS
CONCERNING AN APPLICATION
FOR CHANGE OF ZONING**

The Wakulla County Planning Commission and Board of County Commissioners propose to adopt the following by ordinance. Public Hearings are scheduled regarding the following before the Planning Commission on Monday, September 14, 2020, beginning at 7:00 P.M., and before the Board of County Commissioners on Monday, September 21, 2020, at 5:00 P.M. unless otherwise noted below or as time permits. All public hearings will be held at the County Commission Chambers located west of the County Courthouse at 29 Arran Road, Crawfordville, Florida 32327. Interested parties are invited to attend and present testimony.



1. Application for Change of Zoning: R20-09
Applicant: Gulf Specimen Marine Laboratories, Inc.
Agent: Cypress Rudloe
Tax ID Number: Part of 25-5S-02W-074-03260-000
Existing FLU Map: Urban Core (FLUE Policy 1.2.9)
Current Zoning: R-1 (Section 5-30, LDC)
Proposed Zoning: C-4 (Section 5-40, LDC)
FEMA Flood Info: "AE" zone on Panel 0370E
Parcel Size: 1.100 +/- acres
Location: Part of 222 Clark Drive
 Aqua De Vida, Block P, Lots 5,6,7
 Panacea South, Block C, Lots 5,6,7

Hearings Required: Planning Commission: Monday, September 14, 2020 @ 7:00 PM
BOCC: Monday, September 21, 2020 @ 5:00 PM

AN ORDINANCE AMENDING THE WAKULLA COUNTY LAND DEVELOPMENT CODE, ORDINANCE NO. 85-4, AS AMENDED; CHANGING THE ZONING DISTRICT CLASSIFICATION AND OFFICIAL ZONING ATLAS FROM R-1 TO C-4 FOR PROPERTY DESCRIBED AS ATTACHED EXHIBIT "A" TO THE ORDINANCE; REPEALING ALL ORDINANCES, OR PORTIONS THEREOF, IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

If an individual wishes to submit documents or other materials related to a matter before the Planning Commission for consideration by the Planning Commission at a public meeting, they are strongly encouraged to submit copies of all such documents or other materials to the Wakulla County Office of Planning and Community Development at least 3 days prior to the date of the meeting so that they can be provided to the Commission Members. If an individual wishes to bring documents or other materials for consideration by the Planning Commission that were not previously provided to the Wakulla County Office of Planning and Community Development in accordance with the preceding sentence, they must bring at least twelve (12) copies of each such document to the meeting.

Copies of applications, draft ordinances, and any related public record files may be viewed at the County Planning Department located at 11 Bream Fountain Road, Crawfordville, FL 32327, 8:00 AM to 4:30 PM M-F, Phone (850) 926-3695. Any person desiring to appeal a decision of a County Board must ensure a verbatim transcript or copy is made of the testimony and exhibits presented at said hearings. Persons with a disability needing a special accommodation should contact the Wakulla County Board of County Commissioners Administration Office at least two (2) days prior to the meeting at (850) 926-0919; Hearing and Voice Impaired at 1-800-955-8771; or email at ADARequest@mywakulla.com.

WAKULLA COUNTY ZONING ORDINANCE NUMBER: 2020-_____

AN ORDINANCE AMENDING THE WAKULLA COUNTY LAND DEVELOPMENT CODE, ORDINANCE NO. 85-4, AS AMENDED; CHANGING THE ZONING DISTRICT CLASSIFICATION AND OFFICIAL ZONING ATLAS FROM R-1 TO C-4 FOR PROPERTY DESCRIBED AS ATTACHED EXHIBIT "A" TO THE ORDINANCE; REPEALING ALL ORDINANCES, OR PORTIONS THEREOF, IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA:

SECTION 1: This ordinance shall be referred to as Rezoning R20-09 which changes the zoning classification on a portion of a certain parcel of real property owned by Gulf Specimen Marine Laboratories, Inc., Property ID Number: 25-5S-02W-074-03260-000, more particularly depicted on Exhibit "A", attached hereto.

SECTION 2: The Official Zoning Atlas, as adopted in Section Two of Ordinance Number 85-4, in conjunction with Chapter Five of the Wakulla County Land Development Code, is hereby amended or revised, in whole or in part, to change a certain parcel of property situated in Wakulla County from R-1 to C-4. Said property more particularly depicted as Exhibit "A", attached hereto.

SECTION 3: Should any portion of this Ordinance be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then the part so held shall be severed from this Ordinance and the remainder shall remain in full force and effect. All Ordinances or parts of Ordinances in conflict herewith shall be hereby repealed or changed to be consistent therein.

SECTION 4: This Ordinance shall become effective as provided by Law.

DULY PASSED AND ADOPTED in regular session this _____ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
OF
WAKULLA COUNTY, FLORIDA**

By: _____
Mike Stewart, Chair

ATTEST:

BRENT X. THURMOND, Ex Officio
Clerk to the Board

APPROVED AS TO FORM AND CONTENT:

HEATHER J. ENCINOSA, ESQ.
County Attorney

EXHIBIT "A"

Block P, Lots 5, 6, & 7 of Aqua De Vida, according to the Plat thereof as recorded in Plat Book 1, Page 11 of the Public Records of Wakulla County, Florida.

and

Block C, Lots 5, 6, & 7 of Panacea South, according to the Plat thereof as recorded in Plat Book 1, Page 7 of the Public Records of Wakulla County, Florida, the said plat so recorded embracing what is known as Tully's Survey according to the map or plat thereof recorded on Page 5 of Plat Book 1 of the Public Records of Wakulla County, Florida.

Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 15, 2020

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Somer Pell, Director, Planning and Community Development

Subject: Application for Final Plat FP20-06/Timber Ridge Subdivision (Golden Construction Company, Inc., Applicant; Robert Miller, Agent)

Statement of Issue:

This agenda item provides the Board with an Application for a Final Plat FP20-06 for the Timber Ridge Subdivision (Attachment 1).

Background:

This application requests approval of a Final Plat for a 7-lot residential subdivision, to be known as Timber Ridge. The Subject Property contains 3.53+/- acres and is located south of Allen Harvey Street, west of Trice Lane, and east of Raker Lane. (Attachment 2).

Technical Review Committee (TRC): On August 13, 2020, the request was reviewed by the Technical Review Committee. All items required to complete the file were submitted by the Applicant.

Planning Commission: On September 14, 2020, the request was reviewed by the Planning Commission. The Planning Commission voted unanimously to recommend approval of the Application for Final Plat.

Standard of Review: When seeking approval of a plat, the burden is initially on the applicant to demonstrate that the application for plat approval meets the applicable criteria and requirements contained within chapter 177, Florida Statutes, and the County's subdivision regulations. Upon making this showing, the burden shifts to the County to demonstrate, by competent substantial evidence presented at the hearing and made a part of the record, that the application for plat approval does not meet such standards.

Analysis:

Comprehensive Plan: The Future Land Use Map (FLUM) designation for the Subject Property is Urban Fringe (Policy 1.2.7 FLUE). The Urban Fringe land use designation allows for residential development at a density not to exceed two units per acre with connection to central sewer and water.

Land Development Code: The current zoning district for the Subject Property is RSU-1 (Semi-Urban Residential), which allows for mobile homes and single-family dwellings at a density of two dwelling units per acre.

Site Conditions: The Subject Property is located in FEMA flood zone designation “X”. The “X” zone is an area of the 500-year floodplain; new structures and substantially improved structures are not required to meet specific elevation requirements and flood insurance is typically not required by mortgage lenders for structures located in the “X” flood zone.

Staff conducted a site visit on September 3, 2020 (Attachment 3).

Compatibility: The proposed plat is consistent with the Comprehensive Plan and Land Development Code and is generally consistent with the character of the area.

Public Notification: This request has been noticed and advertised in accordance with the provisions of the Wakulla County Land Development Code. The Planning Department also posted signage on the Subject Property indicating the Final Plat request. To date, the Planning Department has not received any written comments pertaining to the final plat request.

The advertisement for this public hearing appeared in the Wakulla News on September 3, 2020 (Attachment 4).

Additional Issues: On June 8, 2020, the Planning Commission approved the Application for Preliminary Plat PP20-07 (Timber Ridge Subdivision).

To date, all required infrastructure improvements are complete for Timber Ridge Subdivision. Pursuant to Section 7-22, the Property Owner provided a Certificate of Completion, along with a two-year Maintenance Agreement and Bond in the amount of \$4,039.88, which represents 25% of the cost to complete the required infrastructure and amenities (Attachment 5).

Options:

1. Conduct the final Public Hearing and vote to approve the Application for Final Plat FP20-06 and accept the two-year Maintenance Agreement and Bond, based upon the recommendation of Staff and the findings of fact and conclusions of law made by the Board and any evidence submitted at the Hearing hereon.
2. Conduct the final Public Hearing and vote to deny the Application for Final Plat FP20-06 and do not accept the two-year Maintenance Agreement and Bond, based upon the findings of fact and conclusions of law made by the Board and any evidence submitted at the Hearing hereon.
3. Board Direction.

Recommendation:

Option #1

Attachment(s):

1. Application
2. Site Map
3. Site Photos
4. Advertisement
5. Subdivision Two-Year Maintenance Agreement – Timber Ridge
6. Final Plat



**WAKULLA COUNTY
PLANNING & COMMUNITY DEVELOPMENT**

3093 Crawfordville Highway • Crawfordville, FL 32327 • 850/926-3695
Fax – 850/926-1528 • Email: wakullaplanning@mywakulla.com

ATTACHMENT # 1
PAGE 1 OF 1

APPLICATION FOR PLAT APPROVAL

Please read carefully.
This is the only form
accepted for application.

Short Form #:

Preliminary
Plat #:

Final
Plat #: X 20-06

SUBDIVISION: Timber Ridge
Owner Name: Golden Construction Company, Inc
Address: 204 Shadeville Road, Crawfordville
Telephone: 850-509-0376
Email: goldenconstructionfl@gmail.com

Owner Name: _____
Address: _____
Telephone: _____
Email: _____

Agent Name: _____ Address: _____ Telephone: _____

SECTION: _____ TOWNSHIP: _____ RANGE: _____ H.S. LOT: 76

Parcel ID Number: 00-00-076-000-10257-006 & 00-00-076-000-10257-005

LAND USE MAP DESIGNATION: Urban Fringe CURRENT ZONING: RSU 1
MAP PAGE: _____ PARCEL #: 00-00-076-000-10257-006 & 005 ACREAGE: 3.53
NFIP#: 12129C-0250 E FLOOD ZONE: X B.F.E.: N/A
AREA OF PROPOSED SUBDIVISION: 3.53 acres
NUMBER OF LOTS: 7 MINIMUM LOT SIZE: 0.504 acres
PROPOSED LOT USE: Single family residential % OF OPEN SPACE: 0%
PROPERTY LOCATION: South of Allen Harvey Street, West of Trice Lane, East of Raker Lane.
UPLAND ACREAGE: 3.53 acres WETLAND ACREAGE: 0

The following items are required at the time of application:

- Completed Application
- Transportation Concurrency Review Application (separate fee applies)
- Deed and Legal Description
- Three Plat Maps
- Digital copy of Plat Map
- Digital copy of entire Application packet
- Fees
- Other items may also be required.

I certify that the above information is true and correct to the best of my knowledge. The applicant also agrees to allow routine site visits to the subject property. By submitting this application I (we) am (are) voluntarily granting permission to Wakulla County officers, employees, and agents to enter onto and inspect the property that is subject to this application at all reasonable times for determining the suitability of the applied for development order and for compliance with County development regulations contained within the Wakulla County Code of Ordinances and Comprehensive Plan. I (we) further acknowledge that refusing access to Wakulla County officers, employees, and agents is grounds for and may result in my application being denied.

Signature (Owner/Agent)

4/19/20
Date

Signature (Owner/Agent)

Date

Received by: Amechers Receipt #: FP 20-06 Date: 4-15-2020

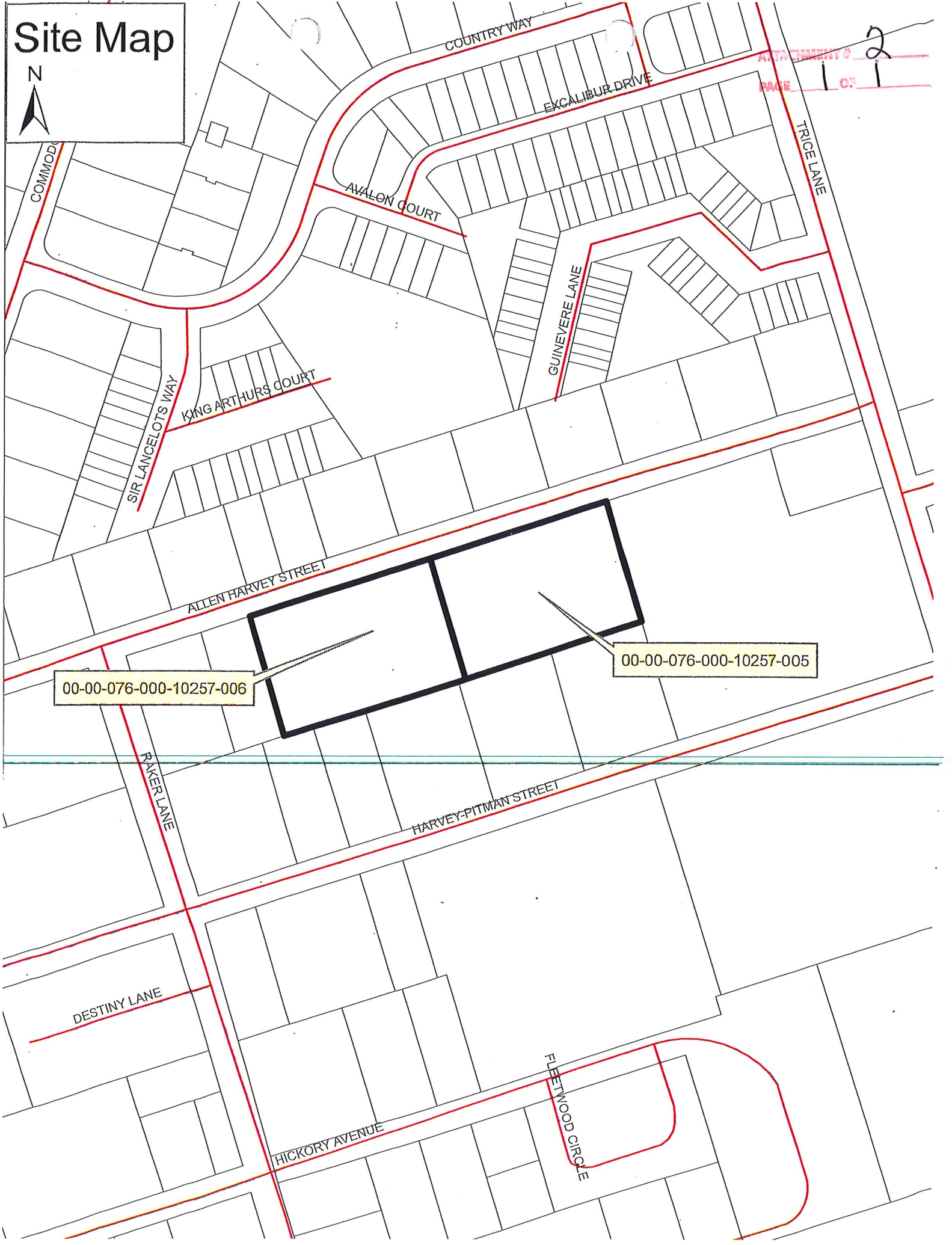
Preliminary Application Fee: \$1,235.00
Final Plat Application Fee: \$955.00
Short Form Application Fee: \$580.00

At TRC, a checklist of items needed to complete the project file will be handed out, along with a deadline for the file to be complete. If the file is not complete by the deadline, the project will be continued until the completion has been achieved. If a continuance is requested by the applicant, or enforced by Planning and Community Development, it is the applicant's responsibility to reimburse Planning and Community Development for re-advertisement fees.

Site Map



ATTACHMENT C
PAGE 1 OF 1



00-00-076-000-10257-006

00-00-076-000-10257-005

COMMODORE

COUNTRY WAY

EXCALIBUR DRIVE

AWALON COURT

TRICE LANE

SIR LANCELOTS WAY

KING ARTHURS COURT

GUINEVERE LANE

ALLEN HARVEY STREET

RAKER LANE

HARVEY-PITMAN STREET

DESTINY LANE

HICKORY AVENUE

FLEETWOOD CIRCLE

09.03.2020 15:17

**THIS PROPERTY IS SUBJECT TO
A LAND USE CHANGE HEARING**
APPLICATION #: **FP20-06**
NAME: **Golden Construction Company**
FOR: **Final Plat-Timber Ridge**
THE APPLICATION WILL BE
CONSIDERED BY THE
PLANNING COMMISSION AND/OR
BOARD OF COUNTY COMMISSIONERS
AT PUBLIC HEARINGS ON:
DATES: **Sept. 14, 2020** | **Sept. 21, 2020**
TIMES: **7:00 p.m.** | **5:00 p.m.**
IN THE COMMISSION CHAMBERS AT
29 ARRAN ROAD, CRAWFORDVILLE, FL 32327

**FOR FURTHER INFORMATION CALL...
THE PLANNING DEPARTMENT AT:
926-3695**

**NOTICE OF PUBLIC HEARINGS
CONCERNING APPLICATIONS
FOR PLAT APPROVAL**

ATTACHMENT # 4
PAGE 1 OF 1

The Wakulla County Planning Commission and Board of County Commissioners will hold public hearings to consider the proposed applications for plat approval described below. Public Hearings are scheduled before the Planning Commission on Monday, September 14, 2020, beginning at 7:00 P.M., and before the Board of County Commissioners on Monday, September 21, 2020, at 5:00 P.M. unless otherwise noted below or as time permits. All public hearings will be held at the County Commission Chambers located west of the County Courthouse at 29 Arran Road, Crawfordville, Florida 32327. Interested parties are invited to attend and present testimony.



1. Application for Preliminary Plat Approval: PP20-08
 Applicant: Golden Construction Company, Inc.
 Agent: Robert Miller
 Proposal: create 23-lot residential subdivision
 - Preserve at Wakulla Station
 Tax ID Number: 09-35-01E-000-05086-000
 Existing FLU Map: Rural 2 (FLUE Policy 1.2.5)
 Current Zoning: RR-2 (Section 5-34, LDC)
 FEMA Flood Info: "X" zone Panel 0275E
 Parcel size: 51.50+/- acres
 Location: East side of Woodville Hwy, south of Ann Circle and north of Benny Rogers Road
Hearings Required: Planning Commission: Monday, September 14, 2020 @ 7:00 PM

2. Application for Final Plat Approval: FP20-06
 Applicant: Golden Construction Company, Inc.
 Agent: Robert Miller
 Proposal: create 7-lot residential subdivision - Timber Ridge
 Tax ID Numbers: 00-00-076-000-10257-005 & 00-00-076-000-10257-006
 Existing FLU Map: Urban Fringe (FLUE Policy 1.2.7)
 Current Zoning: RSU-1 (Section 5-28, LDC)
 FEMA Flood Info: "X" zone Panel 0250E
 Parcel size: 3.53+/- acres
 Location: south of Allen-Harvey Street, west of Trice Lane, & east of Raker Lane

Hearings Required: Planning Commission: Monday, September 14, 2020 @ 7:00 PM
BOCC: Monday, September 21, 2020 @ 5:00 PM

If an individual wishes to submit documents or other materials related to a matter before the Planning Commission for consideration by the Planning Commission at a public meeting, they are strongly encouraged to submit copies of all such documents or other materials to the Wakulla County Office of Planning and Community Development at least 3 days prior to the date of the meeting so that they can be provided to the Commission Members. If an individual wishes to bring documents or other materials for consideration by the Planning Commission that were not previously provided to the Wakulla County Office of Planning and Community Development in accordance with the preceding sentence, they must bring at least twelve (12) copies of each such document to the meeting. Copies of applications, draft ordinances, and any related public record files may be viewed at the County Planning Department located at 11 Bream Fountain Road, Crawfordville, FL 32327, 8:00 AM to 4:30 PM M-F, Phone (850) 926-3695. Any person desiring to appeal a decision of a County Board must ensure a verbatim transcript or copy is made of the testimony and exhibits presented at said hearings. Persons with a disability needing a special accommodation should contact the Wakulla County Board of County Commissioners Administration Office at least two (2) days prior to the meeting at (850) 926-0919; Hearing and Voice Impaired at 1-800-955-8771; or email at ADAResquest@mywakulla.com.

MAINTENANCE AGREEMENT AND BOND

BOND NO. 693928

KNOW ALL MEN BY THESE PRESENTS:

That Golden Construction Company Inc.
hereinafter "Principal," whose principal business address is
204 Shadeville Rd Crawfordville, FL 32327
and phone number is 850-509-0376, and
CASHIER'S CHECK, a corporation organized and
doing business under the laws of the State of _____ and duly licensed to conduct surety business
in the State of Florida, as Surety and hereinafter called "Surety," whose principal address
is N/A
and phone number is N/A, are held and
firmly bound unto Wakulla County, Florida, hereinafter called "Obligee," in the sum of
FOUR THOUSAND THIRTY NINE DOLLARS AND EIGHTY EIGHT CENTS
(\$ 4,039.88) for the payment whereof the Principal and Surety bind
themselves, their heirs, executors, personal representatives, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, in accordance with section 7-22 of the Wakulla County Land Development Code, upon completion of all required infrastructure improvements contained in a Preliminary Plat, including amenities, Principal shall post surety in the amount of 25 percent of the cost estimate to complete the required infrastructure and amenities, prepared and certified under penalty of perjury by a professional engineer licensed in the state, prior to obtaining approval of a Final Plat.

NOW, THEREFORE, the condition of this obligation is such that:

1. In accordance with the Wakulla County Land Development Code, Principal prepared and, after approval, recorded at Book _____ and Page _____ that certain Timber Ridge Subdivision plat, which included the following infrastructure improvements:

Sewer Collection System extension to Timber Ridge Subdivision (the "Improvements").

2. Principal shall warrant, remedy, and repair said Improvements free from all defects in materials and workmanship, normal wear and tear excepted, for a period of two (2) years commencing on September 21, 2020 ("Maintenance Period").

3. If Principal shall well and truly warrant, remedy, and repair the Improvements free from defects in materials and workmanship, normal wear and tear excepted, for the duration of the Maintenance Period and any extension of which term which may be agreed upon by Principal and Oblige, with or without notice to the Surety, and obtain the Certificate of Completion required by Paragraph 4 hereof, this obligation shall be void, otherwise it shall remain in full force and effect and should Principal fail to well and truly warrant, remedy, and repair the Improvements free from defects in materials and workmanship, normal wear and tear excepted, for the duration of the Maintenance Period, Surety shall, at Oblige's election, either satisfactorily perform all obligations required herein or pay Oblige the funds stipulated herein.

4. Within 30 days prior to the termination of the Maintenance Period, it shall be Principal's sole duty and obligation to arrange for the Wakulla County Public Works Department to perform an inspection of the Improvements. Upon inspection and verification that all Improvements have been maintained to Wakulla County standards, Oblige shall forward a Certificate of Completion for the Improvements to Surety authorizing Surety to release this Maintenance Bond upon conclusion of the Maintenance Period.

5. Any changes in or under the Principal's obligations to warrant, remedy, and repair the Improvements free from defects in materials and workmanship, normal wear and tear excepted, for the duration of the Maintenance Period and compliance or noncompliance with any formalities connected therewith do not affect Surety's obligation under this Bond.

6. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of this Agreement or other work to be performed hereunder, or the specifications referred to therein shall in anyway affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of this Agreement or to work or to the specifications.

7. If the Surety does not perform in accordance with Oblige's election made pursuant to Paragraph 3, the Surety shall be deemed to be in default on this Maintenance Agreement and Bond, and the Oblige shall be entitled to enforce any remedy available to the Oblige.

8. It is further agreed and understood that if Oblige is required to initiate legal proceedings to recover on this Bond, Oblige may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the seal and name of said Surety is hereto affixed and attested to by its duly authorized Attorney-in-Fact, this 26TH day of AUGUST, 2020.

PRINCIPAL: Golden Construction Company Inc.
(Company Name)

By: [Signature] (Officers Signature)
Robby Miller (Officers Name Printed)
President (Title)

204 Shadeville Rd
PRINCIPAL'S ADDRESS

Crawfordville, FL 32327
CITY, STATE, ZIP

850-509-0376
TELEPHONE NO.

FIRST WITNESS TO PRINCIPAL: [Signature] (Signature)
Hannah Dudley (Typed Name)

SECOND WITNESS TO PRINCIPAL: [Signature] (Signature)
Brandon Geiger (Typed Name)

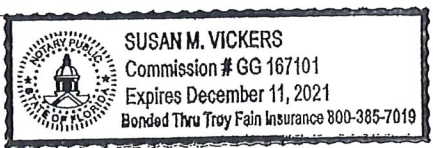
STATE OF Florida
COUNTY OF Wakulla

The foregoing instrument was acknowledged before me this 26th day of August,
20 20, by Robby Miller (officer's name), as
President (title) of
Golden Construction Company Inc. (company name), a(n) Florida
(state) corporation, on behalf of the corporation. He is personally known to me OR has
produced _____ as identification and did (did not) take an oath.

My Commission Expires: 12-11-21

Signature of Notary: [Signature]
Typed Name: Susan Vickers

Commission No. _____



TIMBER RIDGE SUBDIVISION

A SUBDIVISION LYING IN LOT 76 OF THE HARTSFIELD SURVEY OF LANDS IN WAKULLA COUNTY, FLORIDA

PLAT BOOK _____ PAGE NUMBER _____
 DEDICATION STATE OF FLORIDA
 COUNTY OF WAKULLA

WHEREAS ALLEN HARVEY HAS BEEN DESIGNATED AS THE PERSON TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON;
 AND WHEREAS SAID LANDS TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON;
 HAVE CAUSED SAID LANDS TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON;
 THIS _____ DAY OF _____, 2020, A.D.

ROBERT J. MILLER
 TITLE PRESIDENT WITNESS

ACKNOWLEDGMENT
 STATE OF FLORIDA
 COUNTY OF WAKULLA

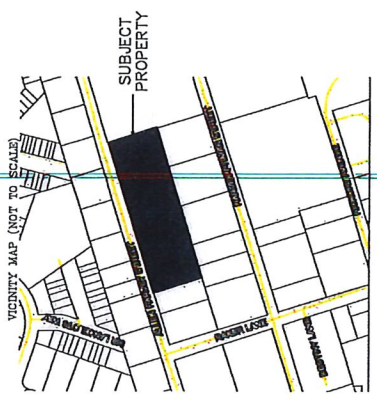
NOTARY PUBLIC, STATE OF FLORIDA

PLAT CONFORMATION
 STATE OF FLORIDA
 COUNTY OF WAKULLA

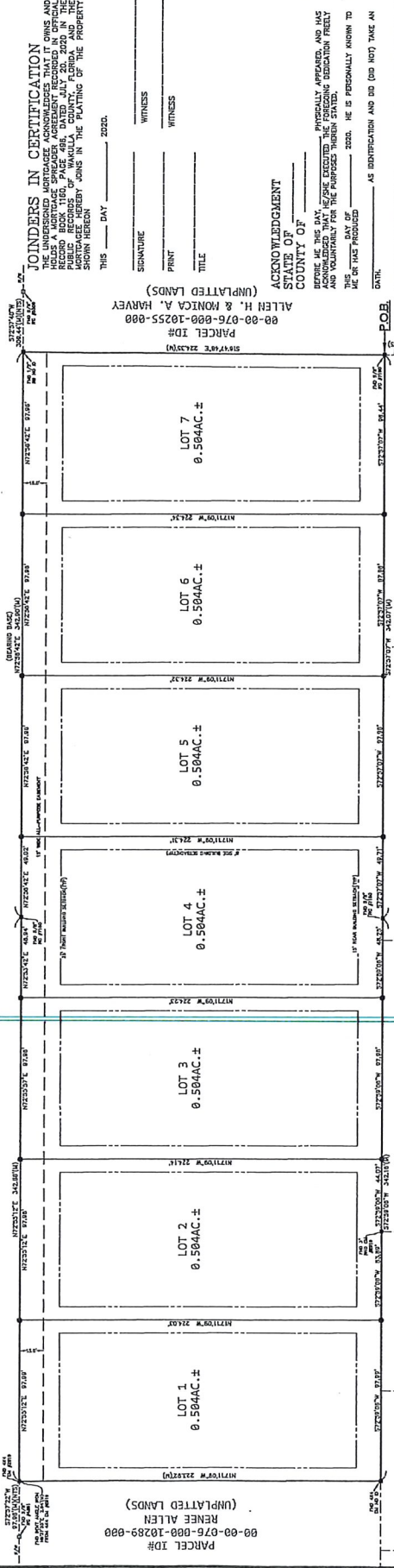
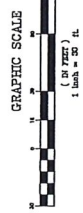
CHIEF PLANNING DIRECTOR
 APPROVED BY THE PLANNING COMMISSION OF WAKULLA COUNTY, FLORIDA THIS _____ DAY OF _____, 2020 A.D.

CHIEF OF COUNTY COMMISSIONERS
 APPROVED BY THE COUNTY COMMISSION OF WAKULLA COUNTY, FLORIDA THIS _____ DAY OF _____, 2020 A.D.

CLERK OF THE CIRCUIT COURT
 WAKULLA COUNTY, FLORIDA



ALLEN HARVEY STREET
 (50' WIDE-R/W) (OPEN/PAVED)



STATE OF FLORIDA
 COUNTY OF WAKULLA

NOTARY PUBLIC, STATE OF FLORIDA

CHIEF PLANNING DIRECTOR
 APPROVED BY THE PLANNING COMMISSION OF WAKULLA COUNTY, FLORIDA THIS _____ DAY OF _____, 2020 A.D.

CHIEF OF COUNTY COMMISSIONERS
 APPROVED BY THE COUNTY COMMISSION OF WAKULLA COUNTY, FLORIDA THIS _____ DAY OF _____, 2020 A.D.

ACKNOWLEDGMENT
 STATE OF FLORIDA
 COUNTY OF WAKULLA

NOTARY PUBLIC, STATE OF FLORIDA

EDWIN BROWN & ASSOCIATES
 SURVEYORS * MAPPERS * ENGINEERS
 1000 15th Street, Suite 1000, Tallahassee, FL 32305
 TEL: (904) 833-1000 FAX: (904) 833-1000
 JOB: 00-00-076-000-10255-000 PAGE 1 OF 1

CHECKED BY: MUSE G. BROWN DRAWN BY: AUBRY ANDERSON



SCALE: 1" = 30'
 (ASSUMED)

COMMISSIONER AT A TALL & CAP
 LOT 76 OF THE HARTSFIELD
 SURVEY OF LANDS IN WAKULLA COUNTY, FLORIDA

NOTICE
 THE STATE OF FLORIDA, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, WAKULLA COUNTY, FLORIDA, HAS RECEIVED FOR RECORD AND INDEXING THE FOLLOWING INSTRUMENTS:

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Board of County Commissioners

Agenda Request

Date of Meeting: September 21, 2020

Date Submitted: September 15, 2020

To: Honorable Chairman and Members of the Board

From: Chuck Hess, District 5

Subject: Request Board Consider Modification of Administrative Regulation 5.01
Regarding the Recreation Department Volunteer Program

Statement of Issue:

This agenda item requests the Board to consider a modification of Administrative Regulation 5.01 regarding the Recreation Department Volunteer Program

Background:

Currently, the rec-park has a lifetime ban on volunteers with violent felonies. While some felonies are so egregious that a lifetime ban is appropriate, others imply that people can't change. When young, a poor decision shouldn't eliminate one's ability to contribute to their community forever.

Analysis:

The current regulation calls for all violent felonies to disqualify rec-park volunteers. This modification allows an individual to earn forgiveness for certain felonies when their record, after 30 years, indicates that they have changed their life for the better.

Budgetary Impact:

None

Options:

1. Approve the Revised AR 5.01 regarding the Recreation Department Volunteer Program.
2. Do Not Approve the Revised AR 5.01 regarding the Recreation Department Volunteer Program.
3. Board Direction.

Recommendation:

Option #1

Attachment(s):

1. Revised AR 5.01



ADMINISTRATIVE REGULATION

DATE APPROVED:

AR: 5.01

November 3, 2014

SUBJECT:

DEPARTMENT:

Recreation Department Volunteer Program

Recreation

Wakulla County adopts the following policies and procedures concerning volunteers associated with Recreation Department activities.

1. All personnel, including volunteers must have required Florida Drivers Licenses in order to transport children or youth involved in any Wakulla County Recreation activities.
2. All persons transporting children or youth involved in Wakulla County Recreation activities in privately owned vehicles, must exhibit proof and maintain statutory required insurance to cover children while transporting same.
3. Persons who have been convicted or who have been placed on probation with adjudication of guilt withheld, for the offense of DUI, DWI, or any other criminal traffic offense in the last five years may not transport any children other than their own, involved in any Wakulla County Recreation activities.
4. All Wakulla County Recreation volunteers will submit to an annual background check conducted by the County. The County reserves the right to conduct background checks on a more frequent basis at the discretion of the Recreation Department Director. Persons found guilty of the following crimes are disqualified and prohibited from serving as a volunteer in any capacity for Wakulla County Recreation activities.

(For the purposes of this policy, the term "Guilty" shall mean that the person: was adjudicated guilty following a trial; entered a plea of guilty; entered a plea of no contest (nolo contendere); or entered a pre-trial diversion or deferred adjudication program in lieu of conviction):

Sex Offenses:

- All Sex Offenses – Regardless of the amount of time since the offense. (Examples include: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, etc.)

Felonies:

- Murder, manslaughter and kidnapping – Regardless of the amount of time since the offense
- Other Violent~~All Violent~~ Felonies – Unless there hasn't been a reoccurrence of violent criminal activity in the last 30 years. ~~Regardless of the amount of time since the offense.~~ (Examples include: ~~murder, manslaughter,~~ aggravated assault, ~~kidnapping,~~ robbery, aggravated burglary, etc.)
- All Felony Offenses – Other than violence or sex within the past 10 years. (Examples include: drug offenses, theft, embezzlement, fraud, child endangerment, etc.)

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Misdemeanors:

- All Misdemeanor Violence offenses within the past 7 years. (Examples include: simple assault, battery, domestic violence, hit & run, etc.)
- Two or More Misdemeanor Drug & Alcohol Offenses within the past 5 years. (Examples include: driving under the influence, simple drug possession, drunk & disorderly, public intoxication, possession of drug paraphernalia, etc.)
- Any other misdemeanor within the past 5 years that would be considered a potential danger to children or is directly related to the functions of the volunteer.

Pending Cases:

- Individuals with open or pending cases pertaining to any of the disqualifying offenses described above are ineligible to volunteer prior to the formal adjudication of the case. If the disposition of the pending case does not meet the criteria for disqualification as listed above, the individual may then be cleared and/or reinstated.

5. The Wakulla County Recreation Department Director is authorized to refuse approval of any person to serve as a volunteer or otherwise in any youth sponsored Wakulla County Recreation activity who possesses or exhibits any qualities, habits, or characteristics which adversely affect children or youth involved in said activities.