AGENDA

Regular Meeting – May 23, 2018 – 6:00 PM
Courthouse Annex – Commission Meeting Room

ROLL CALL

ADOPTION OF THE AGENDA

PETITIONS FROM THE PUBLIC – FIVE (5) MINUTE LIMIT

APPROVAL OF THE MINUTES FROM THE REGULAR MEETING HELD May 9, 2018.

CONSTITUTIONAL OFFICER REPORTS

CONSENT AGENDA

1. Resolution 2018-05-23; Approval of the Statewide Mutual Aid Agreement for Emergency Management.
2. Re-appointment of Jim Catron, Latrelle Ragans, Trent Abbot and Princess Roebuck to the Tourist Development Council.
3. Budget Amendment Request – Sheriff's Office Employee Payout $2,298.49.
4. Budget Amendment Request – Sheriff's Office Employee Payout $11,162.71.
5. Budget Amendment Request – Sheriff's Office Employee Payout $3,330.12.

OLD BUSINESS

1. Discussion Regarding Replacement of Vehicle for Property Appraiser's Office – Mrs. Leigh Barfield.

PUBLIC WORKS DEPARTMENT

1. .

NEW BUSINESS

1. Proclamation Declaring Madison County a Purple Heart County – Mr. Oliver Bradley and Representatives from The Military Order of the Purple Heart, Chapter 758, Tallahassee; Mr. Rick Stanford, Commander and Mr. James Holland, Adjutant.

2. Proclamation for Emergency Medical Services Week, May 20-26, 2018.

3. Discussion Regarding the Marjory Stoneman Douglas Public Safety Act – Sheriff Benjamin Stewart.

4. Discussion with Possible Acceptance of $11,000 Equipment Grant for Volunteer Fire Departments.

5. Discussion of Line of Credit of Term Loan for Paving Projects – Clerk of Court, Mr. Billy Washington.

6. Discussion of Use of Cherry Lake Beach for Unauthorized Fishing Tournaments.

7. Discussion Regarding Proposal from Certified Service Center.

Planning & Zoning Board

Mack Primm, Chair – District 1 – Term Ends January 1, 2019
Mike Holton – District 2 – Term Ends December 1, 2020
Calvin Malone – District 3 – Term Ends February 1, 2019
Richard Cone – District 4 – Term Ends December 1, 2020
Christy Grass – District 5 – Term Ends February 1, 2021
Julia Shewchuck, Vice-Chair – At-Large – Term Ends June 1, 2021
Chad Thurner – At-Large – Term Ends June 1, 2019
Tim Ginn – School Board Representative
Dot Alexander – Alternate – Term Ends February 1, 2019

Madison County Development Council

BOCC APPOINTEES:
Ed Meggs – Term Ends – January 1, 2020
Rick Davis – Term Ends – January 1, 2020

Tourist Development Council

Chair of BOCC or His Designee, *Chair to be Re-Appointed Annually Prior to July 1st* – Term Ends June 1, 2019
Jim Catron – Elected Municipal Official from Most Populous Municipality – Term Ends June 1, 2018
Edwin McMullen – Elected Municipal Official from Any Municipality – Term Ends June 1, 2019
Latrelle Ragans – Involved in Tourist Industry and SUBJECT to the Tax – Term Ends June 1, 2018
Brenda Graham – Involved in Tourist Industry and SUBJECT to the Tax – Term Ends June 1, 2019
Trent Abbott – Involved in Tourist Industry and SUBJECT to the Tax – Term Ends June 1, 2018
Jackie Blount – Involved in Tourist Industry and NOT SUBJECT to the Tax* – Term Ends June 1, 2019
Roy Milliron – Involved in Tourist Industry and NOT SUBJECT to the Tax* – Term Ends June 1, 2019
Princess Roebuck – Involved in Tourist Industry and NOT SUBJECT to the Tax* – Term Ends June 1, 2018
*Not More Than One of the Positions Marked with an Asterisk May Also be Filled by a Person who is Subject To the Tax.

Competency Board

Benjamin Grass – Term Expires January 1, 2020
Travis Renfroe - Term Expires January 1, 2019
Dennis Pitts – Term Expires January 1, 2020
Jayson Williams – Term Expires January 1, 2020
Curtis Johnson - Term Expires January 1, 2019
Dewayne O'Quinn – Term Expires January 1, 2020
Danny Plain – Term Expires January 1, 2020

Code Enforcement Board

Brian Leonardson – Term Expires January 1, 2019
Anthony O'Quinn – Term Expires January 1, 2019
Eddie Taylor – Term Expires January 1, 2019
Curtis Johnson – Term Expires January 1, 2019
Lynette Sirmon – Term Expires January 1, 2019
Freddie Simmons – Term Expires January 1, 2019
Jimmy Anderson – Term Expires January 1, 2019

Commissioners

Wayne Vickers, Chairman – District 2
Alston Kelley, Vice-Chairman – District 1
Ronnie Moore – District 3
Rick Davis – District 5
Alfred Martin – District 4

PROCEDURAL RULES FOR THE MEETINGS OF THE BOARD OF COUNTY COMMISSIONERS

The following notices are hereby given to all persons concerning the meetings of the Board of County Commissioners of Madison County, Florida (hereinafter the "Board"):

1. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the meetings of the Board in all cases to which they are applicable and in which they are not inconsistent with the law, these rules or are otherwise waived by the Board.
2. No comments from the floor will be allowed under any circumstances.
3. The Board shall hear as many comments from the public as practicable during any meeting.
4. No member of the public may address the Board who has not previously signed up to address the Board, unless he or she is requested to do so by the Chair.
5. Any member of the public who wishes to address the Board on any topic, which appears on the agenda or otherwise, must sign up before the scheduled time for public comments.
6. All speakers will be limited to five (5) minutes per topic, unless leave is given by the Chair.
7. Any identifiable group of three (3) persons or more shall be limited to a total of ten (10) minutes per topic.
8. All members of the public given the privilege of addressing the Board, shall do so at the beginning of its scheduled meeting, or immediately following the lunch time break, if the scheduled meeting continues past the lunch time break.
9. The Chair may rule any speaker out of order and require that speaker to cease addressing the Board and if necessary order the bailiff to remove that speaker from the Commission Chambers if:
    A. The speaker refuses to confine his remarks to the topic at hand.
    B. The speaker becomes belligerent, irrational, or in any way disruptive to the meeting of the Board, or,
    C. The speaker refuses to cease addressing the Board after his allotted time.
10. No agenda item will be designated for any specific time other than a time during the first three (3) hours of the meeting, unless leave is given by the Chair. All times shown on the agenda are approximate.
11. No item may be added to the agenda of the Board of County Commissioners except upon request of the Chair, a Board member, the County Manager, the Clerk of the Board or the County Attorney.
12. All decisions of the Chair concerning parliamentary procedures, decorum, or rules of order will be final, unless they are overcome by a majority of the members of the Board in attendance.
13. The Chair shall vote on all issues that come before the Board in the same manner as a member of the Board.

Notice: All items listed on the agenda are for discussion & possible action including vote by the Board. The Board reserves the right to amend the agenda of any meeting to the fullest extent allowed by law. Pursuant to the provisions of the Americans with Disabilities Act, if you are a person requiring special accommodations to participate in this meeting of the Board, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Billy Washington, Clerk of Court, at P.O. Box 237, Madison, Florida 32341, telephone: (850)973-1500, at least 48 hours prior to the meeting. If you are hearing or speech impaired, please call 711. If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting he or she will need a record of the proceedings, and that, for such purpose, he or she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

BOARD OF COUNTY COMMISSIONERS

MADISON COUNTY, FLORIDA

COURTHOUSE ANNEX

MINUTES OF THE REGULAR MEETING

WEDNESDAY, MAY 9, 2018

9:00 A.M.

The Board of County Commissioners of Madison County, Florida met this day in regular session with the following members present: Alston Kelley (District 1), Wayne Vickers (District 2), Ronnie Moore (District 3), Alfred Martin (District 4) and Rick Davis (District 5). Also present were County Attorney George T. Reeves, Assistant County Coordinator Sherilyn Pickels, and Deputy Clerk Darlene Hagan.

The Chairman, Honorable Wayne Vickers, called the meeting to order at 9:00 a.m. and conducted roll call.

Commissioner Martin presented a motion to adopt the agenda as presented. Commissioner Davis seconded the motion and the board voted unanimously (5-0) to adopt the agenda.

Commissioner Moore presented a motion to approve the Minutes of the Regular Meeting held on April 25, 2018. Commissioner Martin seconded the motion and the board voted unanimously (5-0) to approve the Minutes.

Under Constitutional Officers Report, Under Sheriff Epp Richardson gave a brief overview of the Madison County Sheriff's Department with regards to the Marjorie Douglas Stoneman High School Public Safety Act presentation being prepared by Sheriff Ben Stewart; Training; Risk Protection Orders and an update on the Madison County Jail, which currently houses 86 Inmates.

Chairman Vickers then asked for petitions from the public. One citizen had signed in to speak. Jim Catron voiced his concerns regarding the Edward Byrne Memorial Justice Assistance Grant and the fact that Hillsborough County Florida has declared itself a "Sanctuary City" for illegal aliens. This has caused some federal grant funding for the State of Florida to be withheld, which unfortunately has a direct impact on funding for a Madison County Sheriff's Office. Mr. Catron recommends the Commissioners reach out to the appropriate state and federal officials to review the decision to withhold Department of Justice Grants from Local Governments, which comply with all requirements to receive grants.

Commissioner Moore presented a motion to approve the Consent Agenda. Commissioner Kelley seconded the motion, and the board voted unanimously (5-0) to approve the Consent Agenda. The only item on the Consent Agenda was the "Release of SHIP Lien Agreement for Clint Whitfield".

Under New Business Item #1, 9:00 a.m. Public Hearing – Consideration of Resolution 2018-05-09; TEFRA Bond Hearing for Springhill Apartments, LLC, also known as Madison Heights Apartments – Mr. Randy Wilkerson, Director of Housing for the Escambia County Housing Finance Authority.

Chairman Vickers directed the Board's attention to a Public Hearing scheduled for 9:00 a.m. to consider a TEFRA Bond Hearing for Springhill Apartments, LLC, also known as Madison Heights Apartments. Mr. Randy Wilkerson, Director of Housing for the Escambia County Housing Finance Authority, the Issuer of the Bonds, thanked the Board for allowing the Public Hearing. County Attorney George T. Reeves and Mr. Wilkerson read from a script entitled TEFRA HEARING PROCEDURES (Madison County, Florida), which described the Bonds being issued, the public purpose for the Bond Issue, the types of Bonds being issued, the financial obligor on the Bonds, and the maximum amount of Bonds to be issued. Mr. Wilkerson stated Madison County would not be responsible for repaying the Bonds, which may total $5,500,000. Attorney Reeves opened the Public Hearing for public comment. There was no public comment made. He also verified there was no written communication regarding the Public Hearing. A motion was then made by Commissioner Moore and seconded by Commissioner Kelley to approve A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, FLORIDA, APPROVING THE ISSUANCE BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY OF ITS NOT TO EXCEED $5,500,000 MULTIFAMILY HOUSING REVENUE BONDS (SPRINGHILL APARTMENTS) FOR THE BENEFIT OF SPRINGHILL APARTMENTS, LLC, OR ITS AFFILIATE, TO PROVIDE FUNDS TO FINANCE OR REFINANCE A MULTIFAMILY RESIDENTIAL RENTAL PROJECT; AND PROVIDING AN EFFECTIVE DATE. Motion carried 5-0.

New Business Item #2, Presentation by the FAMU Small Business Development Center. Mr. Keith Bowers, Regional Director of Florida SBDC at Florida A&M University School of Business and Industry gave the presentation. Mr. Bowers explained how the Florida SBDC at FAMU provides no-cost information, guidance, and resources to potential & existing business owners. They offer services to assist with the following: Pre-Venture; Business Plans; Financial Management; Market Research; Business Health Checks; Feasibility Studies; Cost Analysis; Cash Flow Management; Strategic Planning; Contract Management; Certification Assistance; and so much more. Commissioner Moore commented that he had seen their great commercials on our local television channels and hoped that was helping to get the word out on what they had to offer. Commissioner Moore also suggested that he speak at an upcoming Madison County Economic Development Council Meeting. Commissioner Davis recommended

that we provide the www.sbdcfamul.org link to our county website in hopes to get the word out there is help available for writing Business Plans and the many other resources available.

Under New Business Item #3, Discussion Regarding Replacement of Vehicle for Property Appraiser's Office. Property Appraiser Leigh Barfield presented a request to purchase a $35,000 vehicle for $26,000. This would replace their existing 18 years old vehicle. Currently they have 1½ Field Appraisers with one that goes out daily performing inspections. She stated that Madison County has 15,948 Parcels and each parcel should be inspected at least every 3 years. Therefore, this puts many miles on the Property Appraiser's vehicles. After much discussion and due to the fact there was not enough financial information provided for the Board to make an informed decision, Commissioner Davis presented a motion to table this item until the next meeting. Commissioner Moore seconded the motion and the board voted unanimously (5-0) to table the item.

Under New Business Item #4, Discussion and Request to Waive Recreation Park Fees for an All-star Benefit Tournament for the Williams Family. Assistant County Coordinator Sherilyn Pickels informed the Board that no dates had been set for the All-star Benefit Tournament for Stephen & Jennifer Williams who recently lost their home in a fire. Over the past several years, Stephen & Jennifer have worked the concession stand and so much more for the Madison County Recreation Park. Therefore, the request is to Waive Recreation Park Fees that are normally charged for tournaments. Commissioner Martin made a motion to waive the Recreation Park Fees for the All-star Benefit Tournament for the Williams Family. Commissioner Kelley seconded the motion and the board voted unanimously to approve (5-0).

For the Good of the Order:

Road Department Coordinator Lonnie Thigpen gave a brief update on various road projects around Madison County

Commissioner Davis expounded on Mr. Jim Catron's previous comments regarding the Edward Byrne Memorial Justice Assistance Grant and recommended that the Board write a letter to our Congressmen to let them know Madison County is in compliance and we need the funds released in order to run our programs and department. Nothing we have done locally has caused the funds to be held up for us. These funds are very important to Madison County, because we operate on every dollar we receive. Therefore, this has created an additional financial strain on Madison County. Attorney Reeves stated the letter might be more effective if the Board voted for it to be drafted. Commissioner Kelley made a motion to amend the agenda to add New Business Item #5, Draft Letter to Congressman requesting to release Madison County's funds under the Edward Byrne Memorial Justice Assistance Grant. Commissioner Martin seconded the motion and the board voted unanimously (5-0) to approve the motion. Commissioner Davis made a motion to direct staff to draft a letter to our Congressman requesting their assistance in releasing the Edward Byrne JAG funds.

Commissioner Martin seconded the motion and the Board voted unanimously (5-0) in approval of the motion.

Commissioner Moore advised that the Transportation Disadvantage Board would be increasing the Big Bend Transit shuttle stops in Madison. He also informed every one of the fire last week at the Greenville landfill or Aucilla Area Solid Waste. However no damage was done.

There being no further business, the Chairman adjourned the meeting at 9:45 a. m.

Board of County Commissioners
Madison County, Florida

By: _____
Wayne Vickers, Chairman

ATTEST:

_____
William D. Washington,
Clerk to the Board of County Commissioners

RESOLUTION 2018-05-23

RESOLUTION AUTHORIZING THE ADOPTION OF THE STATEWIDE MUTUAL AID AGREEMENT

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by the Madison County Board of County Commissioners that is order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

PASSED AND ADOPTED upon due motion, second, after discussion, by majority vote this 23rd day of May, 2018.

BOARD OF COUNTY COMMISSIONERS
MADISON COUNTY, FLORIDA

BY: _____
Wayne Vickers, Chair

I certify that the foregoing is an accurate copy of the Resolution adopted by the Madison County Board of County Commissioners on the 23rd day of May, 2018.

BY: _____
William D. Washington,
Clerk of the Circuit Court

Madison County Emergency Management
1083 SW Harvey Greene Drive • Madison FL 32340
850–973–3698 • Fax 850–973–4026 • madisoncoem@embarqmail.com

April 26, 2018

TO : Brian Kauffman , County Administrator

Greetings from Emergency Management ,

Attached is a copy of the new " STATEWIDE MUTUAL AID AGREEMENT " . I am respectfully requesting that the county attorney review and approve the signing of this document .

It has been brought to my attention that other counties have a concern with this document and their legal teams are contacting the Florida Associations of Counties (F.A.C) legal team for further guidance.

Reality , by not signing this document, we could face for fitting our state and federal grants. Also keep in mind that this is a TIME SENSITIVE document .

Thank you for your assistance and look forward to your guidance .

Alan Whigham

STATEWIDE MUTUAL AID AGREEMENT (SMAA)

INFORMATION SHEET

The Statewide Mutual Aid Agreement (SMAA) has been updated for 2018. To make sure that all of the counties are working under the most recent version of the agreement, the Florida Division of Emergency Management is requesting that all counties update their agreements to the 2018 version.

The 2018 update includes the following provisions:

Allowing the SMAA to be used for smaller events; no declaration of a state of emergency is needed for the agreement to be activated. This allows for a formal mutual aid process for the entities within Florida to use.

In using the SMAA for mutual aid, the requesting entity agrees to reimburse the assisting party per the terms of reimbursement in the SMAA. However, if the terms for reimbursement are to vary from the provisions of the SMAA, this needs to be specified via the Form B, and signed off by both parties prior to the assistance being rendered.

The SMAA automatically renews each year; only the contact information needs to be updated by using the Form C each year.

Signing the Agreement:

A copy of the SMAA with **original signature** should be submitted, or two if you need one signed by FDEM and returned for your records.

Counties should sign **PAGE 15** of the agreement.

Cities should sign **PAGE 16** of the agreement.

Educational Districts should sign **PAGE 17** of the agreement.

Community Colleges or State Universities should sign **PAGE 18** of the agreement.

Special Districts should sign **PAGE 19** of the agreement.

Authorities should sign **PAGE 20** of the agreement.

Native American Tribes should sign **PAGE 21** of the agreement.

Community Development Districts should sign **PAGE 22** of the agreement.

REQUIRED Documentation to Accompany the Agreement:

A cover letter stating an address to send the copy of the agreement back for your records.

A completed copy of Form C, **PAGE 23** of the agreement. Form C should be updated annually or as elections or appointments occur.

A Certificate of Liability Insurance or Resolution of Self Insurance.

Signed Agreements should be sent to:

Florida Division of Emergency Management

ATTN: Alonna Vinson

Bureau of Response, Logistics Section

2555 Shumard Oak Blvd

Tallahassee, FL 32399

FDEM Contact Information:

Alonna Vinson
Mutual Aid Branch Director & EMAC Coordinator
Bureau of Response | Logistics Section
Alonna.Vinson@em.myflorida.com
O: 850-815-4280
C: 850-901-8456

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

WESLEY MAUL
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A "local government" is any educational district or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a "major" or "catastrophic disaster" as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a "minor disaster" or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF_____COUNTY,
STATE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:
CITY CLERK

By: _____

Title: _____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

_____

_____ SCHOOL DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:

BOARD OF TRUSTEES
OF_____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF_____
UNIVERSITY, STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

_____

_____ SPECIAL DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:

By: _____
Clerk

BOARD OF TRUSTEES OF
_____
AUTHORITY, STATE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:

By: _____
Council Clerk

TRIBAL COUNCIL OF THE
_____
TRIBE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

_____
COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: _____

Mailing Address: _____

_____

Authorized Representative Contact Information

Primary Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

1st Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

2nd Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

******PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR******

SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____ _____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by _____ on_____.

BY: _____

TITLE: _____

DATE: _____

Attachment 1

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B

PART I

TO BE COMPLETED BY THE REQUESTING PARTY

Date:		Time:	HRS (local)		Mission No:
Point of Contact:		Telephone No:		E-mail address:	
Requesting Party:			Assisting Party:		
Incident Requiring Assistance:					
Type of Assistance/Resources Needed (use Part IV for additional space)					
Date & Time Resources Needed:				Location (address):	
Approximated Date/Time Resources Released:					
Authorized Official's Name:			Signature:		
Title:		Agency:			

PART II

TO BE COMPLETED BY THE ASSISTING PARTY

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available			To:		
Location (address):					
Approximate Total cost for mission:	$				
Travel: $	Personnel: $		Equipment & Materials: $		Contract Rental: $
Logistics Required from Requesting Party Yes ☐	(Provide information on attached Part IV)		No ☐		
Authorized Official's Name:			Title:		
Date:	Signature:			Local Mission No:	

PART III

TO BE COMPLETED BY THE REQUESTING PARTY

Authorized Official's Name:		Title:	
Signature:		Agency:	

PART IV

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B (continued)

MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTMBER 1, 2017.

FEMA Code ID		Equipment Description					
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2017 Rate
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	$1.51
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	$8.84
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	$11.14
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	$18.39
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	$30.47
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	$48.71
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	$92.88
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	$96.96
8040	Ambulance			to 150		hour	$28.00
8041	Ambulance			to 210		hour	$40.50
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$4.43
8051	Board, Message			to 5	Trailer Mounted.	hour	$11.61
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	$2.14
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	$4.30
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	$3.16
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	mounting hardware. Add this rate to tractor rate for total	hour	$34.28
8064	Hydraulic Post Driver					hour	$35.10
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	$169.40
8066	Auger	Horizontal Directional Boring Machine	50 X 100			hour	$31.95
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine				hour	$36.97
8070	Automobile			to 130	Transporting people.	mile	**$0.535**
8071	Automobile			to 130	Transporting cargo.	hour	$12.32
8072	Automobile, Police			to 250	Patrolling.	mile	**$0.535**
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$15.69
8075	Motorcycle, Police					mile	**$0.505**
8076	Automibile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	$22.00
8077	Automobile - Ford Expedition	Fire Command Center				hour	$19.00
8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	$8.20
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	$8.50
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	$8.51
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	$9.00
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	$9.40

8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	$10.20
8086	All Terrain Vehicle (ATV)	Engine 400cc. 4-Wheel; 25" tyre		26-28		hour	$11.64
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	$12.40
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	$13.20
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	$14.00
8110	Barge, Deck	Size	50'x35'x7.25'			hour	$49.10
8111	Barge, Deck	Size	50'x35'x9'			hour	$58.70
8112	Barge, Deck	Size	120'x45'x10'			hour	$109.50
8113	Barge, Deck	Size	160'x45'x11"			hour	$133.75
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	$317.54
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$358.65
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$569.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$1,094.24
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	$31.00
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	$31.95
8126	Swamp Buggy	Conquest		360		hour	$39.25
8129	Compactor -2-Ton Pavement Roller	2 ton				hour	$28.25
8130	Boat, Row				Heavy duty.	hour	$1.44
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$12.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$16.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	$217.20
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$267.35
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	$325.35
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	$358.50
8140	Boat, Tug	Length	16 Ft	to 100		hour	$42.60
8141	Boat, Tug	Length	18 Ft	to 175		hour	$62.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	$78.95
8143	Boat, Tug	Length	40 Ft	to 380		hour	$196.50
8144	Boat, Tug	Length	51 Ft	to 700		hour	$271.85
8147	Boat, Inflatable Rescue Raft	Zodiac				hour	$1.10
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	$62.55
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	$1.50
8150	Broom, Pavement	Broom Length	72 In	to 35		hour	$24.50
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	$27.60
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	$6.20
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	$20.77
8157	Sweeper, Pavement			to 110		hour	$76.70
8158	Sweeper, Pavement			to 230		hour	$96.80
8180	Bus			to 150		hour	$20.95
8181	Bus			to 210		hour	$25.45
8182	Bus			to 300		hour	$38.35
8183	Blower	Gasoline powered Toro Pro Force		27		hour	$15.37
8184	Back-Pack Blower			to 4.4		hour	$1.50
8185	Walk-Behind Blower			13		hour	$6.50
8187	Chainsaw	20" Bar, 3.0 cu in				hour	$1.40
8188	Chainsaw	20" Bar 5.0 cu in				hour	$2.45
8189	Chainsaw	20" Bar 6.0 cu in				hour	$2.65
8190	Chain Saw	Bar Length	16 In			hour	$1.70
8191	Chain Saw	Bar Length	25 In			hour	$3.45
8192	Chain Saw, Pole	Bar Size	18 In			hour	$1.25
8193	Skidder	model 748 E		to 173		hour	$52.70
8194	Skidder	model 648 G11		to 177		hour	$104.30
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	$115.35
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	$129.35
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	$136.30

8198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	$187.75
8199	Log Trailer	40 ft				hour	$9.90
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	$8.60
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	$16.86
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	$24.31
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	$35.00
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	$50.10
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	$161.89
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	$97.00
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	$127.40
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	$166.20
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	$145.00
8220	Compactor			to 10		hour	$15.10
8221	Compactor, towed, Vibratory Drum			to 45		hour	$31.70
8222	Compactor, Vibratory, Drum			to 75		hour	$22.30
8223	Compactor, pneumatic, wheel			to 100		hour	$26.00
8225	Compactor, Sanitation			to 300		hour	$92.75
8226	Compactor, Sanitation			to 400		hour	$152.30
8227	Compactor, Sanitation			535		hour	$249.75
8228	Compactor, towed, Pneumatic, Wheel		10000 lbs		Include prime mover rate	hour	$17.00
8229	Compactor, towed, Drum Static		20000 lbs		Include prime mover rate	hour	$15.80
8240	Feeder, Grizzly			to 35		hour	$22.20
8241	Feeder, Grizzly			to 55		hour	$32.45
8242	Feeder, Grizzly			to 75		hour	$64.25
8250	Dozer, Crawler			to 75		hour	$51.30
8251	Dozer, Crawler			to 105		hour	$38.30
8252	Dozer, Crawler			to 160		hour	$93.74
8253	Dozer, Crawler			to 250		hour	$149.75
8254	Dozer, Crawler			to 360		hour	$201.10
8255	Dozer, Crawler			to 565		hour	$311.80
8256	Dozer, Crawler			to 850		hour	$294.10
8260	Dozer, Wheel			to 300		hour	$61.00
8261	Dozer, Wheel			to 400		hour	$94.10
8262	Dozer, Wheel			to 500		hour	$178.65
8263	Dozer, Wheel			to 625		hour	$239.60
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco				hour	$3.50
8270	Bucket, Clamshell	Capacity	1.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	$4.62
8271	Bucket, Clamshell	Capacity	2.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	$8.73
8272	Bucket, Clamshell	Capacity	5.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	$13.10
8273	Bucket, Clamshell	Capacity	7.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	$22.40
8275	Bucket, Dragline	Capacity	2.0 CY		Does not include Clamshell & Dragline	hour	$3.96
8276	Bucket, Dragline	Capacity	5.0 CY		Does not include Clamshell & Dragline	hour	$9.90
8277	Bucket, Dragline	Capacity	10 CY		Does not include Clamshell & Dragline	hour	$14.10
8278	Bucket, Dragline	Capacity	14 CY		Does not include Clamshell & Dragline	hour	$18.65
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$34.20
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$52.70
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$153.00

8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$264.50
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$223.70
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$455.00
8287	Excavator	2007 model Gradall XL3100 III		184		hour	$105.46
8288	Excavator	2003 model Gradall XL4100 III		238		hour	$113.20
8289	Excavator	2006 model Gradall XL5100		230		hour	$88.80
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	$4.80
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	$13.00
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	$18.50
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	$24.00
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	$51.40
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvwr lbs	99.9		hour	$27.90
8307	Fork Lift Material handler	Diesel, CAT TH460B		99.9		hour	$30.15
8308	Fork Lift Material handler	Diesel, CAT TH560B		99.9		hour	$35.80
8309	Fork Lift Accessory	2003 ACS Paddle Fork				hour	$3.46
8310	Generator	Prime Output	5.5 KW	to 10		hour	$3.35
8311	Generator	Prime Output	16 KW	to 25		hour	$7.45
8312	Generator	Prime Output	43 KW	to 65		hour	$15.00
8313	Generator	Prime Output	100 KW	to 125		hour	$34.95
8314	Generator	Prime Output	150 KW	to 240		hour	$50.00
8315	Generator	Prime Output	210 KW	to 300		hour	$62.45
8316	Generator	Prime Output	280 KW	to 400		hour	$80.40
8317	Generator	Prime Output	350 KW	to 500		hour	$90.50
8318	Generator	Prime Output	530 KW	to 750		hour	$153.30
8319	Generator	Prime Output	710 KW	to 1000		hour	$222.00
8320	Generator	Prime Output	1100 KW	to 1500	Open	hour	$349.00
8321	Generator	Prime Output	2500 KW	to 3000		hour	$533.75
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	$403.30
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	$511.22
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	$495.80
8325	Generator	Prime Output	40KW	60		hour	$14.80
8326	Generator	Prime Output	20KW	40		hour	$13.32
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	$43.30
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	$46.50
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	$67.50
8350	Hose, Discharge	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	$0.15
8351	Hose, Discharge	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	$0.24
8352	Hose, Discharge	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	$0.60
8353	Hose, Discharge	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	$0.60
8354	Hose, Discharge	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	$0.90
8355	Hose, Discharge	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	$1.70
8356	Hose, Suction	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	$0.30
8357	Hose, Suction	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	$0.35
8358	Hose, Suction	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	$1.15
8359	Hose, Suction	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	$1.10
8360	Hose, Suction	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	$1.70
8361	Hose, Suction	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	$3.15
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	$14.66

8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	$34.30
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	$68.10
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	$101.30
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	$120.00
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	$20.10
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	$36.90
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	$35.50
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	$43.85
8394	Loader, Wheel	Bucket Capacity	4 CY	to 200		hour	$59.30
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250		hour	$64.00
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	$104.00
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	$124.50
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	$171.40
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	$33.73
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft			hour	$3.05
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11		hour	$4.00
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	$12.70
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	$19.60
8419	Breaker, Pavement Hand-Held	Weight	25~90 Lbs			hour	$1.10
8420	Breaker, Pavement			to 70		hour	$57.45
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	$85.85
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	$116.60
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	$4.60
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	$12.40
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	$73.76
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	$95.10
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	$126.80
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	$209.65
8436	Pick-up, Asphalt			to 110		hour	$96.85
8437	Pick-up, Asphalt			to 150		hour	$135.00
8438	Pick-up, Asphalt			to 200		hour	$93.50
8439	Pick-up, Asphalt			to 275		hour	$204.00
8440	Striper	Paint Capacity	40 Gal	to 22		hour	$16.20
8441	Striper	Paint Capacity	90 Gal	to 60		hour	$22.90
8442	Striper	Paint Capacity	120 Gal	to 122		hour	$42.60
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	$78.60
8446	Striper, Walk-behind	Paint Capacity	12 Gal			hour	$4.00
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension			crawler	hour	$32.50
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft		Include Grader for total cost	hour	$28.00
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft		Include Grader for total cost	hour	$32.90
8452	Plow, Truck Mntd	Width	to 15 Ft		Include truck for total cost	hour	$24.35
8453	Plow, Truck Mntd	Width	to 15 Ft		With leveling wing. Include truck for total cost	hour	$40.80
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	$7.35
8456	Spreader, Sand	Mounting	Dump Body			hour	$10.45
8457	Spreader, Sand	Mounting	Truck (10yd)			hour	$13.15
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	$6.00
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	$7.25
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	$6.10
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	$6.75
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	$7.99
8473	Pump			to 15	Hoses not included.	hour	$10.30
8474	Pump			to 25	Hoses not included.	hour	$13.60
8475	Pump			to 40	Hoses not included.	hour	$16.65
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	$27.10

8477	Pump			to 95	Hoses not included.	hour	$32.00
8478	Pump			to 140	Hoses not included.	hour	$41.50
8479	Pump			to 200	Hoses not included.	hour	$49.90
8480	Pump			to 275	Does not include Hoses.	hour	$66.85
8481	Pump			to 350	Does not include Hoses.	hour	$82.00
8482	Pump			to 425	Does not include Hoses.	hour	$96.60
8483	Pump			to 500	Does not include Hoses.	hour	$114.00
8484	Pump			to 575	Does not include Hoses.	hour	$133.30
8485	Pump			to 650	Does not include Hoses.	hour	$154.70
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	$11.38
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	$20.54
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	$39.00
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Add this rate to truck rate for total lift and truck rate	hour	$39.50
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	$8.95
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	$16.10
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	$29.26
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	$55.65
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	$70.15
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	$28.95
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs		Include truck rate for total cost	hour	$14.90
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs		Include truck rate for total cost	hour	$22.40
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs		Include truck rate for total cost	hour	$36.50
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	$7.55
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$38.70
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$66.90
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	$90.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	$178.60
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	$243.20
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	$7.20
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	$12.00
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	$25.10
8513	Saw, Rock			to 100		hour	$33.50
8514	Saw, Rock			to 200		hour	$63.00
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour	$1.66
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs			hour	$1.84
8521	Scraper	Scraper Capacity	16 CY	to 250		hour	$107.15
8522	Scraper	Scraper Capacity	23 CY	to 365		hour	$155.50
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	$270.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	$265.70
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour	$14.15
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	$37.00
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	$36.05
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	$34.60
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	$94.00
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	$142.50
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	$154.80
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$2.80
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$14.10
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	$234.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	$255.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	$284.00

8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	$3.45
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	$22.15
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	$29.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	$38.60
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	$47.77
8580	Distributor, Asphalt	Tank Capacity	500 Gal		burners, insulated tank, and circulating spray bar.	hour	$14.76
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	$21.30
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	$30.15
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	$41.60
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	$83.20
8590	Trailer, Dump	Capacity	20 CY		Does not include Prime Mover.	hour	$11.36
8591	Trailer, Dump	Capacity	30 CY		Does not include Prime Mover.	hour	$13.10
8600	Trailer, Equipment	Capacity	30 Tons			hour	$14.15
8601	Trailer, Equipment	Capacity	40 Tons			hour	$15.50
8602	Trailer, Equipment	Capacity	60 Tons			hour	$18.85
8603	Trailer, Equipment	Capacity	120 Tons			hour	$28.35
8610	Trailer, Water	Tank Capacity	4000 Gal		with sump and a rear spraybar.	hour	$13.50
8611	Trailer, Water	Tank Capacity	6000 Gal		with sump and a rear spraybar.	hour	$16.55
8612	Trailer, Water	Tank Capacity	10000 Gal		with sump and a rear spraybar.	hour	$19.20
8613	Trailer, Water	Tank Capacity	14000 Gal		with sump and a rear spraybar.	hour	$23.77
8614	Truck- Water Tanker	1000 gal. tank		175		hour	$33.35
8620	Tub Grinder			to 440		hour	$95.35
8621	Tub Grinder			to 630		hour	$143.65
8622	Tub Grinder			to 760		hour	$183.60
8623	Tub Grinder			to 1000		hour	$322.00
8627	Horizontal Grinder	Model HG6000		630		hour	$57.36
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	$47.00
8629	Stump Grinder	24" grinding wheel		110		hour	$45.00
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Does not include Prime Mover.	hour	$14.00
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime	hour	$19.80
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Does not include Prime Mover.	hour	$29.25
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	$14.10
8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	$20.80
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	$29.45
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	$239.85
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	$92.33
8638	Rake	Barber Beach Sand Rake 600HDr, towed				hour	$15.40
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	$34.30
8640	Trailer, Office	Trailer Size	8' x 24'		Cargo Size 16ft	hour	$1.95
8641	Trailer, Office	Trailer Size	8' x 32'		Cargo Size 24ft	hour	$2.30
8642	Trailer, Office	Trailer Size	10' x 32'		Cargo Size 20ft	hour	$2.65
8643	Trailer	Haz-Mat Equipment trailer	8'x18'			hour	$37.75
8644	Trailer, Covered Utility Trailer	(7' X 16')				hour	$5.65
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	$29.45
8646	Trailer, Dodge	32' flatbed water				hour	$27.90
8650	Trencher			to 40	Wheel Mounted. Chain and Wheel.	hour	$16.30

8651	Trencher			to 85	Wheel Mounted. Chain and Wheel.	hour	$24.70
8654	Trencher accessories	2008 Griswold Trenchbox				hour	$1.90
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$12.00
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$37.45
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$41.25
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 Ft		alignment attachment. Include truck rate	hour	$34.15
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 Ft		alignment attachment. Include truck rate	hour	$54.66
8680	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	$82.35
8684	Truck, Fire	100 Ft Ladder				hour	$100.00
8690	Truck, Fire	Pump Capacity	1000 GPM			hour	$68.00
8691	Truck, Fire	Pump Capacity	1250 GPM			hour	$72.25
8692	Truck, Fire	Pump Capacity	1500 GPM			hour	$78.90
8693	Truck, Fire	Pump Capacity	2000 GPM			hour	$81.40
8694	Truck, Fire Ladder	Ladder length	75 FT			hour	$117.10
8695	Truck, Fire Ladder	Ladder length	150 FT			hour	$142.75
8696	Truck, Fire	No Ladder		330	Rescure Equipment	hour	$93.47
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200		hour	$20.60
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275		hour	$35.00
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	to 300		hour	$27.10
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380		hour	$44.70
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvwr			hour	$8.45
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvwr			hour	$9.50
8710	Trailer, semi	28ft, single axle, freight	25,000 gvwr			hour	$9.70
8711	Flat bed utility trailer	6 ton				hour	$3.10
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted.	hour	$24.80
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted.	hour	$31.30
8714	Vactor	800 Gal Spoils/400 Gal Water	500/800 gal	49		hour	$82.75
8715	Truck, Hydro Vac	model LP555DT				hour	$18.00
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	$51.25
8717	Truck, Vacuum	60,000 GVW		400		hour	$74.20
8719	Litter Picker	model 2007 Barber			towed by tractor	hour	$9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	$48.90
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	$60.77
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	$67.70
8723	Truck, Dump	Struck Capacity	18 CY	to 400		hour	$75.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	$121.20
8725	Truck, Dump	Struck Capacity	14 CY	to 400		hour	$77.80
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	$48.50
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	$55.90
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor			Powered by Solar System	hour	$3.00
8734	Attenuator, safety	that can stop a vehicle at 60 mph				hour	$5.50
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph				hour	$3.85
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	$27.70
8744	Van, Custom	Special Service Canteen Truck		350		hour	$18.00
8745	Van, step	model MT10FD		300		hour	$21.25
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	$20.00
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	$20.15
8748	Van-cargo	light duty, class 1		225 - 300		hour	$22.25
8749	Van-cargo	light duty, class 2		225-300		hour	$22.25
8750	Vehicle, Small			to 30		hour	$6.40
8753	Vehicle, Recreational			to 10		hour	$2.80
8755	Golf Cart	Capacity	2 person			hour	$3.75
8761	Vibrator, Concrete			to 4		hour	$1.60
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$3.10

8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$6.80
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$10.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$13.76
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	$28.70
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	$50.00
8788	Container & roll off truck	30 yds				hour	$23.05
8789	Truck, Tractor	1997 Freightliner F120		430		hour	$54.90
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	$42.40
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	$46.00
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	$52.75
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs			hour	$23.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs			hour	$34.50
8796	Truck, freight	Eenclosed w/lift gate. Heavy duty, class	7, 26,001 to 33,000 lbs gvwr			hour	$31.00
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr			hour	$32.00
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr			hour	$40.60
8800	Truck, Pickup				When transporting people.	mile	$0.54
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	$12.30
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	$17.65
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	$19.85
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	$22.25
8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	$23.10
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	$13.40
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	$20.80
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	$22.85
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	$26.40
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	$26.75
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	$27.50
8820	Skidder accessory	2005 JCB Grapple Claw				hour	$1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket				hour	$1.50
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	$52.26
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	$115.00
8824	Skidder	model Cat 525B		up to 160		hour	$62.90
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	$118.77
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	$38.65
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	$30.50
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator				hour	$14.66
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?				hour	$13.60
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	$75.00
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	$31.00
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	$19.25
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long			hour	$29.45
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	$48.90
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator				hour	$52.00
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	$45.50
8851	Mobile Command Van	1990- Ford Econoline-Communication Van		230		hour	$41.00
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	$65.30
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	$45.00

8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	$96.20
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	$10.68
8871	Light Tower	2004 Allmand				hour	$6.30
8872	SandBagger Machine	(Spider) automatic		4.5		hour	$48.75
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	$474.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	$496.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	$582.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	$596.00
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	$780.00
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	$626.00
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	$456.00
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	$487.00
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	$2,945.00
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	$5,504.00
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	$10,750.00
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	$621.00
8912	Helicopter- light utility	Modle Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	$596.00
8913	Helicopter	Model Bell-206L4		726		hour	$576.00
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	$1,316.00
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	$697.00
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	$1,075.00
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	$447.00
8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	$19.85
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	$14.50
8945	Aerial Lift	model 2008 Genie Scissor Lift				hour	$6.30

MADISON COUNTY SHERIFF'S OFFICE
BENJAMIN J. STEWART, SHERIFF
2364 W US 90
MADISON, FLORIDA 32340
(850) 973-4151
FAX NO. (850) 973-8508

May 3, 2018

Madison County BOCC

RE: PRISCILLA AKINS RESIGNATION

Dear Board:

Priscilla Akins with the Madison County Sheriff's Office Corrections Department resigned her position effective 4/10/2018. Her pay-off was $2,298.49 for 121.75 hours of accrued leave.

Vacation/sick/holiday	Leave Pay-Out	Taxes	Retirement	Total
121.75 @ $14.42 per hour	$ 1,755.64	$ 134.31	$ 408.54	$ 2,298.49

Please amend the Sheriff's Corrections/Detention budget as follows:

030-62-523.1201	add $ 1,755.64
030-62-523.2101	add $ 134.31
030-62-523.2201	add $ 408.54
030-389.900	add $ 2,298.49

I understand that the BOCC General Fund will require an amendment in the exact amount.

This budget amendment is necessary since the Board of County Commissioners did not fund any (future) resignation/retirement/termination proceeds. Please remit $2,298.49 account # 030-62-523.0000, to the Madison County Sheriff's Office.

Thank you for your assistance.

Sincerely,

E. Richardson

Epp Richardson
MCSO Undersheriff

MCSO OPERATING FUND

2364 W. U.S. 90
Madison, FL 32340

Invoice

Date	Invoice #
5/3/2018	313

Bill To	Ship To
BOCC	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			5/3/2018			

Quantity	Item Code	Description	Price Each	Amount
1	DET EMPLOYEE ...	DET EMPLOYEE PAYOUT	1,755.64	1,755.64
1	DET PAYOUT-RE...	DETENTION EMPLOY PAYOUT-RETIREMENT	408.54	408.54
1	DET PAYOUT-TA...	DETENTION EMPLOY PAYOUT-TAXES	134.31	134.31
		PAID TO PRISCILLA AKINS THROUGH ACH TRANSACTION 4/26/2018		

Total $2,298.49

MCSO OPERATING FUND
2364 W. U.S. 90
Madison, FL 32340

PRISCILLA AKINS
P.O. BOX 534
MADISON, FL 32341

Employee Pay Stub | Check number: PAYROLL EFT | Pay Period: 04/01/2018 - 04/30/2018 | Pay Date: 04/26/2018

Employee	Status (Fed/State)	Allowances/Extra
PRISCILLA AKINS, P.O. BOX 534, MADISON, FL 32341	Single	Fed-1/0

Earnings and Hours	Qty	Rate	Current	YTD Amount
DET SALARY			833.25	8,333.25
DET ANNUAL LEAVE PAYO...	121.75	14.42	1,755.64	1,755.64
DET INCENTIVE PAY		40.00	40.00	400.00
DETENTION OT				519.12
	121.75		2,628.89	11,008.01

Deductions From Gross	Current	YTD Amount
EMPLOYEE FRS 3%	-78.87	-330.24
GAP PRE TAX		-116.28
METLIFE PRE-TAX		-183.96
	-78.87	-630.48

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-212.00	-869.00
Social Security Employee	-158.10	-643.41
Medicare Employee	-36.97	-150.47
	-407.07	-1,662.88

Net Pay	2,142.95	8,714.65

Non-taxable Company Items	Current	YTD Amount
DET RETIREMENT	611.74	2,561.55
DET WC INS.	131.18	549.30
DET LIABILITY INS.	81.90	327.60
DET HEALTH INS.		1,642.68
DET LIFE INS.		10.20

1755.64
1755.64 X .0765 = 134.31
1755.64 X .2327 = 408.54
2,298.49

Powered by Intuit Payroll

To whom it may concern:

I would like to inform you that I am resigning from my position with the Madison County Sheriff Department, effective April 10, 2018.

I appreciate the opportunities I have been given and your professional guidance and support. I wish you and the organization success in the future.

Sincerely,

Priscilla Akins

Priscilla Akins

Received from officer Akins 3/28/18! Good officer, will be missed!

MADISON COUNTY SHERIFF'S OFFICE
BENJAMIN J. STEWART, SHERIFF
2364 W US 90
MADISON, FLORIDA 32340
(850) 973-4151
FAX NO. (850) 973-8508

May 3, 2018

Madison County BOCC

RE: KEVIN STOUT RESIGNATION

Dear Board:

Kevin Stout with the Madison County Sheriff's Department resigned his position effective 5/3/2018. His pay-off was $11,162.71 for 492 hours of accrued leave.

Vacation/sick/holiday	Leave Pay-Out	Taxes	Retirement	Total
492 hours @ $17.33 per hour	$8,526.36	$652.27	$1,984.08	$11,162.71

Please amend the Sheriff's Law Enforcement budget as follows:

030-61-521.1201	add $	~~11,162.71~~ 8526.36
030-61-521.2101	add $	652.27
030-61-521.2201	add $	1,984.08
030-389.900	add $	11,162.71

I understand that the BOCC General Fund will require an amendment in the exact amount.

This budget amendment is necessary since the Board of County Commissioners did not fund any (future) resignation/retirement/termination proceeds. Please remit $11,162.71, account # 030-61-521.0000, to the Madison County Sheriff's Office.

Thank you for your assistance.

Sincerely,

E. Richardson

Epp Richardson
MCSO Undersheriff

MCSO OPERATING FUND

2364 W. U.S. 90
Madison, FL 32340

Invoice

Date	Invoice #
5/3/2018	311

Bill To
BOCC

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			5/3/2018			

Quantity	Item Code	Description	Price Each	Amount
1	EMPLOYEE PAY...	LE EMPLOYEE TERMINATION PAY	8,526.36	8,526.36
1	EMPLOYEE PAY...	LE EMPLOYEE TERMINATION PAY-RETIREMENT	1,984.08	1,984.08
1	EMPLOYEE PAY...	LE EMPLOYEE TERMINATION PAY-TAXES	652.27	652.27
		PAID TO KEVIN STOUT WITH CHECK # 40650 5/2/2018		

Total $11,162.71

BENJAMIN J. STEWART, SHERIFF
OPERATING ACCOUNT
2364 WEST US 90
MADISON, FL 32340

Madison County Community Bank
Madison, FL 32340
www.mccbflorida.com

63 1464/631 **40650**

5/2/2018

PAY TO THE ORDER OF KEVIN R STOUT **7,124.63

$

Seven Thousand One Hundred Twenty-Four and 63/100********** DOLLARS

KEVIN R STOUT
1634 N SR 53
MADISON, FL 32340

MEMO

Pay Period: 05/01/2018 - 05/31/2018

AUTHORIZED SIGNATURE

Security features. Details on back

VOID VOID VOID

⑈040650⑈ ⑆063111645⑆ 0003111⑈

BENJAMIN J. STEWART, SHERIFF — 40650

Employee: KEVIN R STOUT, 1634 N SR 53, MADISON, FL 32340

Status (Fed/State): Married/(none)
Allowances/Extra: Fed-2/0/FL-0/0
Pay Period: 05/01/2018 - 05/31/2018
Pay Date: 05/02/2018

Earnings and Hours	Qty	Rate	Current	YTD Amount
LE SALARY			420.58	12,437.26
LE ANNUAL LEAVE PAY	492.00	17.33	8,526.36	8,526.36
LE INCENTIVE		5.60	5.60	165.60
	492.00		8,952.54	21,129.22

Deductions From Gross	Current	YTD Amount
EMPLOYEE FRS 3%	-268.58	-633.90
METLIFE PRE-TAX	0.00	-102.08
COLONIAL LIFE ACCIDENT PRE-TAX	0.00	-220.36
	-268.58	-956.34

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	-870.00	-1,358.00
Social Security Employee	-538.41	-1,250.72
Medicare Employee	-125.92	-292.51
	-1,534.33	-2,901.23

Adjustments to Net Pay	Current	YTD Amount
DEPUTY SHERIFF ASSOCIATION	-25.00	-125.00
ADMIN PETTY CASH	0.00	-4.00

COLONIAL LIFE ST DISAB POST-TAX	0.00	-154.28
	-25.00	-283.28
Net Pay	7,124.63	16,988.37

Non-taxable Company Items	Current	YTD Amount
LE LIABILITY	81.90	409.50
LE RETIREMENT	2,083.26	4,916.78
LE WC INSURANCE	446.73	1,054.33
LE LIFE INS.	0.00	13.60
LE HEALTH INS.	0.00	2,190.24

8526.36
x .0765 = 652.27
x .2327 = 1984.08
$ 11,162.71

MCSO OPERATING FUND, 2364 W. U.S. 90, Madison, FL 32340, Madison County Sheriff's Office

Powered by ~~Intuit~~ Payroll

BENJAMIN J. STEWART, SHERIFF — 40650

Employee: KEVIN R STOUT, 1634 N SR 53, MADISON, FL 32340

Status (Fed/State): Married/(none)
Allowances/Extra: Fed-2/0/FL-0/0
Pay Period: 05/01/2018 - 05/31/2018
Pay Date: 05/02/2018

Earnings and Hours	Qty	Rate	Current	YTD Amount
LE SALARY			420.58	12,437.26
LE ANNUAL LEAVE PAY	492.00	17.33	8,526.36	8,526.36
LE INCENTIVE		5.60	5.60	165.60
	492.00		8,952.54	21,129.22

Deductions From Gross	Current	YTD Amount
EMPLOYEE FRS 3%	-268.58	-633.90
METLIFE PRE-TAX	0.00	-102.08
COLONIAL LIFE ACCIDENT PRE-TAX	0.00	-220.36
	-268.58	-956.34

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	-870.00	-1,358.00
Social Security Employee	-538.41	-1,250.72
Medicare Employee	-125.92	-292.51
	-1,534.33	-2,901.23

Adjustments to Net Pay	Current	YTD Amount
DEPUTY SHERIFF ASSOCIATION	-25.00	-125.00
ADMIN PETTY CASH	0.00	-4.00

COLONIAL LIFE ST DISAB POST-TAX	0.00	-154.28
	-25.00	-283.28
Net Pay	7,124.63	16,988.37

Non-taxable Company Items	Current	YTD Amount
LE LIABILITY	81.90	409.50
LE RETIREMENT	2,083.26	4,916.78
LE WC INSURANCE	446.73	1,054.33
LE LIFE INS.	0.00	13.60
LE HEALTH INS.	0.00	2,190.24

MCSO OPERATING FUND, 2364 W. U.S. 90, Madison, FL 32340, Madison County Sheriff's Office

Powered by Intuit Payroll

MADISON COUNTY SHERIFF **BENJAMIN J. STEWART**

LETTER OF RESIGNATION

April 13, 2018

Dear Sheriff Ben Stewart,

I am completing this letter to offer my resignation from the Madison County Sheriff's Office effective on May 3, 2018. This decision has not been easy but I have accepted a position at another Law Enforcement agency. I thank you for the time you have allowed me to be your Deputy Sheriff and will always be grateful for the opportunity to serve you by protecting the citizens of Madison County.

Sincerely,

Accepted 4/18/18
E. Richardson

Sergeant Kevin Stout MC-17/127

Alpha Squad

cc/ Ssgt. Mike Maurice

cc/ Lt. Chris Andrews

cc/ Major David Harper

cc/ Chief Deputy Epp Richardson

MADISON COUNTY SHERIFF'S OFFICE
BENJAMIN J. STEWART, SHERIFF
2364 W US 90
MADISON, FLORIDA 32340
(850) 973-4151
FAX NO. (850) 973-8508

May 3, 2018

Madison County BOCC

RE: MARTIN MORRIS RESIGNATION

Dear Board:

Martin Morris with the Madison County Sheriff's Department resigned his position effective 4/6/2018. His pay-off was $3,330.12 for 166.25 hours of accrued leave.

Vacation/sick/holiday	Leave Pay-Out	Taxes	Retirement	Total
166.25 hours @ $15.30 per hour	$2,543.63	$194.59	$591.90	$3,330.12

Please amend the Sheriff's Law Enforcement budget as follows:

030-61-521.1201	add $ 2,543.63
030-61-521.2101	add $ 194.59
030-61-521.2201	add $ 591.90
030-389.900	add $ 3,330.12

I understand that the BOCC General Fund will require an amendment in the exact amount.

This budget amendment is necessary since the Board of County Commissioners did not fund any (future) resignation/retirement/termination proceeds. Please remit $3,330.12, account # 030-61-521.0000, to the Madison County Sheriff's Office.

Thank you for your assistance.

Sincerely,

E. Richardson

Epp Richardson
MCSO Undersheriff

MCSO OPERATING FUND

2364 W. U.S. 90
Madison, FL 32340

Invoice

Date	Invoice #
5/3/2018	312

Bill To	Ship To
BOCC	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			5/3/2018			

Quantity	Item Code	Description	Price Each	Amount
1	EMPLOYEE PAY...	LE EMPLOYEE TERMINATION PAY	2,543.63	2,543.63
1	EMPLOYEE PAY...	LE EMPLOYEE TERMINATION PAY-RETIREMENT	591.90	591.90
1	EMPLOYEE PAY...	LE EMPLOYEE TERMINATION PAY-TAXES	194.59	194.59
		PAID TO MARTIN MORRIS THROUGH ACH TRANSACTION 4/26/2018		

Total $3,330.12

MCSO OPERATING FUND
2364 W. U.S. 90
Madison, FL 32340

MARTIN J MORRIS
1397 NE OAK HILL RD
PINETTA, FL 32350

Employee Pay Stub | Check number: PAYROLL EFT | Pay Period: 04/01/2018 - 04/30/2018 | Pay Date: 04/26/2018

Employee	Status (Fed/State)	Allowances/Extra
MARTIN J MORRIS, 1397 NE OAK HILL RD, PINETTA, FL 32350	Married/(none)	Fed-0/25/FL-0/0

Earnings and Hours	Qty	Rate	Current	YTD Amount
LE SALARY			530.45	8,487.20
LE ANNUAL LEAVE PAY	166.25	15.30	2,543.63	2,543.63
LE INCENTIVE		8.00	8.00	128.00
LE BAKER ACT				200.00
TRAFFIC DOT OT				1,170.45
	166.25		3,082.08	12,529.28

Deductions From Gross	Current	YTD Amount
EMPLOYEE FRS 3%	-92.46	-375.88
METLIFE PRE-TAX		-32.61
	-92.46	-408.49

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-237.00	-967.00
Social Security Employee	-185.36	-751.49
Medicare Employee	-43.35	-175.75
	-465.71	-1,894.24
Net Pay	**2,523.91**	**10,226.55**

Non-taxable Company Items	Current	YTD Amount
LE RETIREMENT	717.20	2,915.56
LE WC INSURANCE	153.80	625.22
LE LIABILITY	81.90	327.60
LE LIFE INS.		10.20
LE HEALTH INS.		1,642.68

2543.63
X.0765 = 194.59
X .2327 = 591.90
$ 3330.12

Powered by Intuit Payroll

MADISON COUNTY SHERIFF **BENJAMIN J. STEWART**

DATE: 03/23/2018

TO: SHERIFF BEN STEWART

FROM: DEPUTY MARTIN MORRIS

LETTER OF RESIGNATION

Sheriff Stewart I will be resigning my position as Deputy Sheriff effective at the end of day April 6, 2018.

I have not made this decision lightly but I must pursue a different opportunity for the benefit of my family. I truly love working here and it has fulfilled my life's dream. I work with incredible individuals and under amazing leadership. This career has meant so much to me. Deciding to leave has been the hardest decision of my life.

Madison County Sheriff's Office has become a second home to me and the people I work with have become a second family. I have enjoyed every second and will never forget any of it. I will take the experience I gained here and apply it everywhere I go. It has been an honor to work for you and I would like to continue to work for you as a Reserve Deputy. I will always have a drive to be in Law Enforcement but at this time in my life I must do what's best for my family.

All assigned equipment and vehicle will be promptly turned in at the conclusion of my final shift. Thank You again for the opportunity to work for you, I wish you and the Madison County Sheriff's Office the best in the future.

Deputy Sheriff Martin Morris

From: Leigh Barfield
To: Sherilyn Pickels
Cc: Billy Washington
Subject: FW: 3 Trucks
Date: Wednesday, May 09, 2018 4:54:21 PM
Attachments: Madison Window Sticker.pdf

Attached is the quote they gave us, but see the email below for the County Fleet price.

Rick ask where we stood in our budget and Marie reported that we are just under half our budget, with majority of our contracts still left to pay.

Thanks,
Leigh

-----Original Message-----
From: Marie Smith
Sent: Wednesday, May 9, 2018 4:34 PM
To: Leigh Barfield <appraiser@madisoncoannex.com>
Subject: FW: 3 Trucks

-----Original Message-----
From: amy.hammons@waltsliveoakford.com <amy.hammons@waltsliveoakford.com>
Sent: Tuesday, May 8, 2018 4:31 PM
To: Marie Smith <admin@madisoncoannex.com>
Subject: RE: 3 Trucks

Marie,

I have attached the window sticker again to this email just in case you need it for your meeting tomorrow. We can sale it to you for $25,680.36 with your County Fleet code, please let me know if you need anything.

Thanks,

Amy N. Hammons
Inventory Manager
Walt's Live Oak Ford
(386)362-1112 Dealership
(386)339-1519 Direct Line
(276)210-3025 Cell
amy.hammons@waltsliveaoakford.com
On 2018-05-07 14:03, Marie Smith wrote:
> Thank you. And not to worry, I didn't think that at all. I you're back
> feeling better.
> Marie
>
> -----Original Message-----
> From: amy.hammons@waltsliveoakford.com
> <amy.hammons@waltsliveoakford.com>

> Sent: Monday, May 7, 2018 1:21 PM
> To: Marie Smith <admin@madisoncoannex.com>
> Subject: RE: 3 Trucks
>
> Marie,
>
> I don't want you to think that I had forgot about you, I do apologize
> I was in and out of the office for the past Two weeks due to some
> unexpected health issues. I am back at full speed, so let me work on
> getting you the price for this truck I will make sure that you have
> the numbers A.S.A.P.
>
> Thanks,
>
>
>
> Amy N. Hammons
> Inventory Manager
> Walt's Live Oak Ford
> (386)362-1112 Dealership
> (386)339-1519 Direct Line
> (276)210-3025 Cell
> amy.hammons@waltsliveoakford.com
>
> On 2018-05-07 12:39, Marie Smith wrote:
>> Could you give me an approximate price we will pay for the F-150 4X4
>> 3.3L V6 JFA35029? If that is not the number let me know what else you
>> need. I need it for a meeting on Wednesday.
>> Thanks,
>> Marie
>>
>> -----Original Message-----
>> From: amy.hammons@waltsliveoakford.com
>> <amy.hammons@waltsliveoakford.com>
>> Sent: Friday, April 20, 2018 1:54 PM
>> To: Marie Smith <admin@madisoncoannex.com>
>> Subject: 3 Trucks
>>
>> Marie,
>>
>> I am attaching 3 Window Stickers to this email, I just need you to go
>> over them and tell me which truck best suits your all's needs. The
>> prices that you are going to see are not your pricing so over look
>> the MSRP price. I just want to make sure that we get you the right
>> truck, once you have picked a truck I will get you your fleet pricing
>> and if you want me to price you all three of them I will. Also if you
>> want me to change something such has Vinyl seats to cloth I will just
>> let me know. Also for your records for your FIN CODE is QH261 that is
>> Madison Board of Commission's FIN number through FORD but don't worry
>> if you ever need I will always have it.
>>
>> Thanks,
>>
>>
>>
>> Amy N. Hammons
>> Dealer Trade/Inventory Manager

Ford
Go Further
ford.com

VEHICLE DESCRIPTION

F-150

JF **A35029**

2018 F-150 4X4 REGULAR CAB
122" WHEELBASE
3.3L V6 PFDI
ELEC 6-SPEED AUTO W/TOW MOD

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM GRAY VINYL 40/20/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LIGHTS
- EASY FUEL CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- PICKUP BOX TIE DOWN HOOKS
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR
- A/C W/MANUAL CLIMATE CONTROL, SINGLE ZONE
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- OUTSIDE TEMP DISPLAY
- POWERPOINTS
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- 4-WHEEL DISC BRAKES W/ABS
- AUTO START STOP TECH
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- ELECT 4X4 SHIFT-ON-FLY
- ELECTRIC-ASSIST PARK BRAKE
- FADE-TO-OFF INTERIOR LIGHT
- FAIL-SAFE COOLING SYSTEM
- GAS-CHARGED SHOCKS
- HILL START ASSIST
- MANUAL FOLD MIRRORS
- OUTBOARD MNTD REAR SHOCKS
- PWR RACK AND PINION STEER
- REAR VIEW CAMERA
- SELECTSHIFT TRANSMISSION

SAFETY/SECURITY
- ADVANCETRAC WITH RSC
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY SIDE CURTAIN
- CTR HIGH MOUNT STOP LAMP
- SOS POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 101A	2,055.00
•XL SERIES	
•XL POWER EQUIPMENT GROUP	
•SYNC	
•CRUISE CONTROL	
OPTIONAL EQUIPMENT/OTHER	
.265/70R 17 OWL (A/S A/T)	
3.55 ELECTRONIC LOCK RR AXLE	470.00
6120# GVWR PACKAGE	
CLASS IV TRAILER HITCH	95.00
AM/FM SINGLE CD	
XL CHROME APPEARANCE PACKAGE	775.00
.CHROME FRONT/REAR BUMPERS	
.FOG LAMPS	
.17" SILVER PAINTED ALUMINUM	
VINYL 40/20/40 FRONT SEAT	NO CHARGE

PRICE INFORMATION	(MSRP)
BASE PRICE	$32,025.00
TOTAL OPTIONS/OTHER	3,395.00
TOTAL VEHICLE & OPTIONS/OTHER	35,420.00
DESTINATION & DELIVERY	1,295.00
TOTAL BEFORE DISCOUNTS	**36,715.00**
XL MID DISCOUNT	**- 750.00**
XL DISCT CHROME APP	**- 500.00**
TOTAL SAVINGS	**- 1,250.00**

	RAMP ONE: CA02		**TOTAL MSRP $35,465.00**
	RAMP TWO:	FINAL ASSEMBLY PLANT: DEARBORN	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.
	METHOD OF TRANSP.: CONVOY	ITEM #: 21-B901 O/T 2	
		HG311 N RB 2X 815 003199 07 31 17	

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

20 MPG
combined city/hwy

18 city
23 highway

5.0 gallons per 100 miles

Standard Pickup Trucks range from 15 to 22 MPG. The best vehicle rates 136 MPGe.

You **spend** **$2,250** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel **cost** **$1,800**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 4 (1 – 10 Best)

Smog Rating (tailpipe only): 5 (1 – 10 Best)

This vehicle emits 442 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs $6,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.40 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score — **Not Rated**
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	**Not Rated**
	Passenger	**Not Rated**

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	**Not Rated**
	Rear seat	**Not Rated**

Based on the risk of injury in a side impact.

Rollover — ★ ★ ★ ★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

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1FTMF1EB1JFA35029

Scan this code to experience this vehicle or text **1FJFA35029** to **48028**
or Visit ford.com/windowsticker
Standard messaging & data plan rates may apply.

FORD PROTECT Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer for additional details, or visit www.FordOwner.com for more information.

FORD CREDIT Choose the vehicle you want. Whether you decide to lease or finance, you'll find the choices that are right for you. See your Ford Dealer for details or visit www.FordCredit.com.

PROCLAMATION

DECLARING MADISON COUNTY
A PURPLE HEART COUNTY

WHEREAS, the people of Madison County have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women from Madison County who served in the Armed Forces have been vital in maintaining the freedom and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly – make sure we never forget; and

WHEREAS, Madison County honors the service and sacrifice of our Purple Heart recipients wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans.

NOW, THEREFORE, the Madison County Board of Commissioners do hereby proclaim Madison County as ***A PURPLE HEART COUNTY***, and encourage all citizens to show their appreciation for the sacrifices the Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and to show them the honor and support they have earned.

BOARD OF COUNTY COMMISSIONERS
OF MADISON COUNTY, FLORIDA

_____
Hon. Wayne Vickers, Chairman

ATTEST:_____
Hon. William Washington,
Clerk of the Circuit Court

PROCLAMATION

DECLARING MAY 20-26, 2018 AS EMERGENCY MEDICAL SERVICES WEEK

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, the Madison County Board of Commissioners do hereby proclaim the week of May 20-26, 2018 as Emergency Medical Services Week, and with the theme EMS Strong: Stronger Together, we encourage the community to observe this week with appropriate programs, ceremonies and activities.

BOARD OF COUNTY COMMISSIONERS
OF MADISON COUNTY, FLORIDA

_____
Hon. Wayne Vickers, Chairman

ATTEST:_____
Hon. Billy Washington,
Clerk of the Circuit Court

MADISON COUNTY SHERIFF **BENJAMIN J. STEWART**

May 18, 2018

Wayne Vickers

Chairman Madison County Board of Commissioners

229 SW Pinckney Street

Madison, FL 32340

Mr. Chairman:

This is to summarize past discussions and the current status of our efforts to fulfill the requirements of Senate Bill 7026, also referred to as the "Marjory Stoneman Douglas High School Public Safety Act." This bill, which was signed into law by Governor Scott on March 9, 2018, contains many mandates which affect our County. Many of the mandates affect the school district exclusively, however several include the Sheriff's Office as well. One specific requirement of this law is that it mandates that a "school safety officer" be placed in each qualifying school. It is our understanding that these mandates require the Sheriff of each county along with the School Superintendent to agree upon utilizing either School Resource Deputies, the guardian program, establishment of the school district's own school safety officers employed by the school, or some combination thereof to fulfill the school safety officer requirement. This requirement is expected to be in place at each qualifying school prior to the start of the 2018 -2019 school year. The bill reports to provide a safe schools reoccurring allocation of $387,883.00 to the Madison County School Board to help fund this mandate, however this figure may be in question. I am addressing this letter to the Madison County Board of Commissioners because you are the funding source for the Sheriff's Office which will require re-imbursement negotiations with the School Board to fund this safe schools mandate.

The language of the law requires "district school boards to establish or assign safe school officers at each district school facility within the district." (Line 223 through 225.) It has been determined by our School Superintendent, Doctor Karen

Pickles, that there are seven qualifying schools in the Madison County district. These schools are Madison County High, Madison County Central, Lee Elementary, Pinetta Elementary, Greenville Elementary, James Madison Preparatory High, and Madison Creative Arts Academy. Madison County Central has more than one thousand students which indicates the need for two "safe school officers."

The Sheriff's Office currently employs two School Resource Officers which are located at Madison County High School and Madison County Central School. The Sheriff's Office receives 125,000.00 per year in re-imbursement costs from the school district for the salaries and benefits of the two School Resource Deputies. The Sheriff's Office currently pays for the operational costs to include vehicles, equipment, fuel, maintenance, supervision, and liability insurance for the two School Resource Deputies.

Regarding the requirements of Senate Bill 7026, I am advising that the safest and most effective method to protect the schools in Madison County would be to have a School Resource Deputy assigned to each school with two deputies being assigned to Madison Central. To accomplish this it would take a minimum of six new School Resource Deputies for a total of eight. The additional cost would be approximately $522,000.00 for a total of 647,000.00 needed to fund the School Resource Deputies. The break down for each new position would be approximately 53,000.00 in salary and benefits and approximately 34,000.00 for startup costs. Startup costs include a vehicle, uniforms, weapons, body camera, radios and liability insurance. Unfortunately the safe schools allotment for Madison County is approximately 387,000.00, which leaves quite a shortfall. Preliminary meetings with School Superintendent Doctor Karen Pickles as well as many other school representatives have indicated that this shortfall is unsurmountable and will result in a total failure of agreement as required by the language of the law.

In an effort to protect our students as proficiently as possible and accomplish the mandates of Senate Bill 7026, Doctor Pickles and my staff have tentatively settled on a compromise plan that we feel should be attainable. This plan would be to place additional School Resource Deputies at our most vulnerable schools during the first year. We feel that Greenville, Pinetta, and Lee Elementary Schools should have School Resource Deputies assigned first because of their locations and difficulty of response. Madison Creative Arts Academy and James Madison Preparatory High are located in proximity to the Sheriff's Office and Madison Police Department as well as the locations of the current School Resource Deputies. Madison County Central currently has one deputy which makes the second position less of a critical priority. This would be the initial plan with the

understanding that a School Resource Deputy position would be revisited for the other positions as soon as funding is available. The Guardian program could also be used to supplement these shortfalls in the interim, however it is with much trepidation that we move forward with that process. The addition of three School Resource Deputies would drop the initial costs to approximately $260,000.00, for a total of approximately $385,000.00 for all five School Resource Deputies.

Finally, as Sheriff of Madison County I want to remind you that I do not have a choice regarding Senate Bill 7026 other than to fulfill its mandates as required by Florida Statutes. Madison County Sheriff's Office staff, Doctor Karen Pickles, and many others have worked diligently in exploring every practical avenue to respond to this law. Unfortunately, the school safety mandates are only part of many mandates involved with this law of which have required much effort to prepare for. As I write this letter The Sheriff's Office is also preparing our budget which has to be submitted by June 1st, 2018. This budget will include the figures which represent the compromise plan from above. I understand that there will be subsequent negotiations with the Madison County School District as well as our own budget workshops before these costs are finalized. We are still facing the selection, hiring, training, equipping, and insuring of new deputies as well as a myriad of other issues to be resolved as to the guardian program before the start of the school year in August. In any event the above described resolutions regarding the school safety portion of Senate Bill 7026 are the best that I can recommend at this time.

Sincerely,

Benjamin Stewart

Sheriff of Madison County

Cc: Doctor Karen Pickles, Madison County School Superintendent

Hon. Susie Williamson, Madison County School Board Chair

Bo Hardee, Esq. for Madison Creative Arts Academy and James Madison High

Tommy Reeves, Esq. for Madison County Board of Commissioners

Emerald Greene, Editor Madison County Carrier

GRANT AGREEMENT
BETWEEN

DEPARTMENT OF FINANCIAL SERVICES
AND
MADISON COUNTY BOARD OF COUNTY COMMISSIONERS

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the Department of Financial Services (the "Department"), an agency of the state of Florida ("State") and the Madison County Board of County Commissioners ("Grantee" or "Recipient"), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal ("Division") to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities; and

WHEREAS, the Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey; and

WHEREAS, the purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter personal protective equipment, self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment; and

WHEREAS, the Florida Legislature has appropriated funds for the 2017-2018 fiscal year to the Department to implement section 633.135, F.S., for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth herein and in Rule 69A-37.502, Florida Administrative Code (F.A.C.); and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows:

1. **Services and Performance Requirements:**
   The Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits, which are incorporated by reference herein. The services are more specifically described in Attachment 2, Statement

of Work ("SOW"). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. **Incorporation of Laws, Rules, Regulations, and Policies:**
The Parties shall be governed by applicable state and federal laws, rules, and regulations, including, but not limited to, those identified in this Agreement.

3. **Agreement Duration:**
The term of this Agreement is identified in the SOW. The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The Grantee acknowledges that while no extension of this Agreement is contemplated, if an extension is necessary due to events beyond the control of the Grantee, any consideration of an extension will be subject to the availability of funds and further conditioned upon the Grantee's satisfactory performance of all duties and obligations hereunder, as determined by the Department. This Agreement may not be renewed.

4. **Agreement Payment and Funding Considerations:**
   4.1. This Agreement is a cost-reimbursement agreement, not to exceed the amount of funds stated in Attachment 1, Specific Grant Awards. Such funds shall be paid by the Department in consideration for the Grantee's provision of services as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.
   4.2. **Payment Process**. Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee, in accordance with section 215.422, F.S., for the rendering of services, as described in the SOW. To obtain the applicable interest rate, please refer to http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.
   4.3. **Vendor Rights.** A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for Grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.
   4.4. **Taxes.** The Department is exempted from payment of State sales and use taxes and from Federal Excise Tax. Unless otherwise specifically stated herein, the Grantee shall not be exempt from the payment of State sales and use taxes and Federal Excise Tax solely by virtue of the Department's exemption there from and shall be responsible for the payment of any such taxes incurred pursuant to this Agreement unless the Grantee has obtained its own exemption, independent of the Department's exemption. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
   4.5. **Payment Processing.** All charges for services rendered or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for the work to be performed by the Grantee and authorized expenses, made to the Grantee by the Department pursuant to this Agreement, will be paid to the Grantee only upon the timely and satisfactory completion of all services and fulfillment of other

compliance requirements of the SOW and upon the written acceptance of said services by the Department's designated contract manager (Contract Manager) identified in Section 32.1 below. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date have first been accepted in writing by the Department's Contract Manager.

5. **Requirements of the Reference Guide for State Expenditures:**
The Grantee shall submit invoices for fees or other compensation for services or expenses in accordance with the requirements of the State Reference Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/) in sufficient detail for a proper pre-audit and post-audit thereof. The Grantee must submit invoices in accordance with the time requirements specified in the SOW.

6. **Governing Laws of the State:**
   6.1. **Governing Law:** The Grantee agrees that this Agreement is executed and entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. Except as otherwise provided by law, each Party agrees to be responsible for its own attorney fees incurred in connection with disputes arising under the terms of this Agreement.
   6.2. **Lobbying and Integrity:** The Department shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements. Only the provisions applicable to State funding in Attachment 3, Audit Requirements, are applicable to this grant.
   6.3. **Advertising:** Subject to Chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or

electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

6.4. **Sponsorship:** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.

7. **Mandatory Disclosure Requirements:**

7.1. **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.

7.2. **Convicted or Discriminatory Vendors:** The Grantee shall disclose to the Department if the Grantee is on the convicted vendor list pursuant to section 287.133(2)(a), F.S., or if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S., appear on the discriminatory vendor list. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a proposal on a contract to provide any goods or services 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 pursuant to limitations under Chapter 287, F.S.

7.3. **Employment Eligibility Verification:**

7.3.1. The Grantee is responsible for payment of costs if any, and retaining records relating to, employment eligibility verification. These records are exempt from Chapter 119, F.S. Verification requires the following:

a) The Chief Financial Officer has directed, in cooperation with the Governor's Executive Order 11-116, that the Grantee must participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program if any new employees are hired to work on this Agreement during the term of this Agreement. The Grantee agrees to provide to the Department, within thirty days of hiring new employees to work on this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program. Information on "E-Verify" is available at the following website: www.dhs.gov/e-verify; and,

b) The Grantee further agrees that it will require each subcontractor that performs work under this Agreement to enroll and participate in the E-Verify Program if the subcontractor hires new employees during the term of this Agreement. The Grantee shall include this provision in any subcontract and obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Department upon request.

7.3.2. Compliance with the terms of this Employment Eligibility Verification provision will be an express condition of this Agreement and the Department may treat a failure to comply as a material breach of this Agreement.

7.3.3. In the event legislation authorizes an alternative option as proof of legal status, the Grantee may use the process authorized by such legislation upon its passage.

7.4. **Public Records:** Grantee shall comply with the applicable requirements of Attachment 4, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Attachment 4 shall refer to "Grantee."

8. **Funding Requirements of Section 215.971(1), F.S.:**
   8.1. The Grantee shall perform all tasks contained in the SOW.
   8.2. Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).
   8.3. If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.
   8.4. The Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the duration of this Agreement.
   8.5. The Grantee shall refund to the Department any balance of unobligated funds which has been advanced or paid to the Grantee.
   8.6. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

9. **Advances.** Advances are not authorized under this Agreement.

10. **Final Invoices:** The Grantee shall submit its final invoices for payment to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department, in its sole discretion, may refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

11. **Return or Recoupment of Funds:**
   11.1. In the event that the Grantee or its independent auditor, if applicable, discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."
   11.2. Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional cost or monetary loss to the Department or the State, the Department may recoup that cost or loss from monies owed to the Grantee under this Agreement or any other Agreement between the

Grantee and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such cost or loss in full to the Department within thirty (30) days of the date of notice of the amount owed, unless the Department agrees, in writing, to an alternative timeframe.

12. Audits and Records:

12.1. Representatives of the Department, the Chief Financial Officer of the State, the Auditor General of the State, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the federal government or the duly authorized representatives of any of the above shall, during normal business hours and with advanced notice, have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

12.2. The Grantee shall maintain books, records, and documents in accordance with accounting procedures and practices generally accepted by the applicable industry which sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

12.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 3, Audit Requirements; and, if an audit is required thereunder, the Grantee shall disclose all related party transactions to the auditor.

12.4. The Grantee shall retain all the Grantee 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 3, Audit Requirements. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon request of the Department.

12.5. The Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

12.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.

12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

13. Duty of Continuing Disclosure of Legal Proceedings: N/A

14. Assignments and Subcontracts:

14.1. Unless otherwise specified in the SOW, all services contracted for are to be performed solely by the Grantee and may not be subcontracted or assigned without the prior written consent of the Department. Any sublicense, assignment, or transfer occurring without the prior written consent of the Department, shall be null and void.

14.2. The Grantee agrees that the State shall at all times be entitled to assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental agency in the State, upon giving prior written notice to the Grantee.

14.3. The Grantee agrees to make payments to the subcontractor(s), if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the subcontractor(s). Unless the Grantee and the subcontractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subcontractor(s), if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

15. **MyFloridaMarketPlace:** If applicable, the Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.030, Florida Administrative Code (F.A.C.), and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system. Disbursements of State financial assistance to a recipient are exempt from the Transaction Fee pursuant to Rule 60A-1.032(1)(i), F.A.C., and section 14 of PUR 1000. Payments will be made according to the SOW and not through the MyFloridaMarketplace.com system.

16. **Nonexpendable Property:**

16.1. For the requirements of this Section of this Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of $1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of $25 or more; and hardback-covered bound books, with a value or cost of $250 or more).

16.2. The Grantee shall have ownership of all PPE, SCBA, or pumper fire apparatus purchased under this Agreement. All nonexpendable property purchased under this Agreement shall be listed on the property records of the Grantee. The records shall include, at a minimum, the following information for each item: property tag identification number; description of the item; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); date of acquisition; and the current condition.

16.3. PPE and SCBA property shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of, and in accordance with instructions from, the Department. "Dispose of" or "disposition of" as used in this Section, shall include, but is not limited to, the Grantee no longer using the nonexpendable property for the uses authorized herein or the sale, exchange, transfer, trade-in, loan, or discarding of any such nonexpendable property.

16.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. Promptly upon discovery, the Grantee shall notify the Department, in writing, of any property loss with the date and reason(s) for the loss.

16.5. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

16.6. PPE shall only be assigned to firefighters that are on the roster of the Grantee and recorded in the Division's online electronic database. SCBA property may be shared to facilitate all-hazard responses with other fire service providers during emergency responses.

16.7. The pumper fire apparatus shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. The pumper fire apparatus shall not be modified by any means without the prior written approval of the Department. If the Grantee has received a grant to replace an unsafe fire apparatus, the Grantee is required to permanently remove the replaced vehicle from its vehicle inventory until deemed to be safe for operation by a certified Emergency Vehicle Technician. The Grantee shall not gift, sell, or transfer the unsafe fire apparatus to any other fire service provider.

17. **Disposition of Property:**
The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arises, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.

18. **Additional Requirements Applicable to the Purchase of or Improvements to Real Property:** Pursuant to section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five (5) years from the date of purchase or the completion of the improvements or as further required by law.

19. **Data Security and Information Resource Acquisition:** N/A

20. **Insurance:**

20.1. During the duration of this Agreement, the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee, and failure to maintain such coverage may void this Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida. In addition, the Grantee shall maintain insurance as required in Section B.9. of Attachment 2, Statement of Work.

20.2. 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.

21. **Patents, Copyrights, and Royalties:** N/A

22. **Ownership of Intellectual Property Rights:** Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.

23. **Independent Contractor Status:** In the Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Grantee is at all times acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.
    23.1. Except where the Grantee is a state agency, the Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Nor shall the Grantee represent to others that, as the Grantee, it has the authority to bind the Department unless specifically authorized to do so.
    23.2. The Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
    23.3. Unless justified by the Grantee, and agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Grantee or its subcontractor or assignee.
    23.4. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that it is in compliance with law with regard to benefits and necessary insurance for its employees, subcontractors, and other agents (health, workers' compensation, reemployment assistance benefits).
    23.5. The Grantee, at all times during this Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

24. **Electronic Funds Transfer:** 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 has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: http://www.myfloridacfo.com/Division/AA/Forms/Vendor%20Relations/DFS-A1-26E%20Direct%20Deposit-Vendors.pdf

    Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

25. **Entire Agreement:** This Agreement, including all attachments and exhibits, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflict shall be resolved in accordance with the order of precedence as stated in the SOW.

26. **Time is of the Essence:** Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance of the Grantee's obligation to timely provide deliverables under this Agreement, including, but not limited to, timely submittal of reports, are contained in the SOW.

27. **Termination:**

27.1. **Termination Due to the Lack of Funds:** If funds are not appropriated or available for the purposes stated in this Agreement, such event will not constitute a default on the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are not appropriated or available. In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Department may terminate this Agreement upon no less than twenty-four (24) hour notice in writing to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

27.2. **Termination for Cause:** The Department may terminate this Agreement if the Grantee fails to: (1) deliver the services within the time specified in this Agreement or any extension thereto; (2) maintain adequate progress, thus endangering performance of this Agreement; (3) honor any term of this Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the program laws, rules, and regulations governing the use of funds under this Agreement.

27.3. **Termination for Convenience:** The Department, by written notice to the Grantee, may terminate this Agreement in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Grantee shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. **Dispute Resolution:** Unless otherwise stated in the SOW, disputes concerning the performance of this Agreement shall be decided by the Department, who shall reduce the decision to writing and serve a copy on the Grantee. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of this 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, each Party agrees to be responsible for its own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

29. **Indemnification** (NOTE: If the Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):

29.1. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the

Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, or subcontractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

29.2. The Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by this Agreement or the purchase order. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such a suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

29.3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

30. **Force Majeure and Notice of Delay from Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees, subcontractors, or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the Party's performance of any obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under this Agreement by one Party to the other. In the case of any delay the Grantee believes is excusable under this paragraph, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or, (2) within five (5) calendar days after the date the Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **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. The Department, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in this

Agreement price or payment of any kind from the 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 the Grantee's 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, the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to the Department or the State, in which case the Department may do any or all of the following: (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to the Department with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the 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 this Agreement quantity; or (3) terminate this Agreement in whole or in part.

31. **Severability:** If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

32. **Execution in Counterparts:** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

32.1. Contact Information for Grantee and Department Contacts:

Grantee's Payee:	**Grantee's Contract Manager:**
Name:	Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Department's Contract Manager:

Charles Frank, State Volunteer Fire Coordinator
Bureau of Fire Standards and Training
Division of State Fire Marshal
11655 NW Gainesville Road
Ocala, FL 34482
Telephone number: (352) 369-2800
Firefightergrant@myfloridacfo.com

32.2. In the event that any of the contact information provided above changes, including the designation of a new Contract Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such notice is sufficient to effectuate the changes without requiring a written amendment to this Agreement.

33. **Notices:** The contact information provided in accordance with Section 32.1 above shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) shall be deemed received on the date actually received except where there is a date of the certification of receipt.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

Grantee:

Madison County Board of County Commissioners

By:_____

Name:_____

Title:_____

Date:_____

Department of Financial Services:

By:_____

Name:_____

Title:_____

Date:_____

Attachment 1, Specific Grant Awards

The Department has established a final funding award for Grantee in an amount not to exceed $11,000.00 for the grant period during the 2017-2018 State fiscal year.

Per the Grant Award Letter, Grantee is authorized to expend grant funds for the following:

To reimburse instructor cost to conduct the practical skill training for the Division-provided on-line training.

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section 4, Deliverables, of this Agreement:

Deliverable 1, Authorized Training.

Agreement Attachment 2, Statement of Work

A. SCOPE OF WORK

Project Description: The Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities. The Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey. The purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter personal protective equipment, self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment. The Division shall prioritize the annual award of grants to combination fire departments and volunteer fire departments demonstrating need as a result of participating in the annual Florida Fire Service Needs Assessment Survey.

Grantees shall only use funds to:

(i) Conduct the practical skill training for the Division-provided on-line training contained in the volunteer firefighter curriculum defined in paragraph 69A-37.055(2)(a), F.A.C.

(ii) Purchase firefighter personal protective equipment, including structural firefighting protective ensembles and individual ensemble elements such as garments, helmets, gloves, and footwear, that complies with NFPA® No. 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting Handbook (2014 Edition).

(iii) Purchase self-contained breathing apparatus equipment that complies with NFPA® No. 1852, Standard on Selection, Care, Maintenance of Open-Circuit Self-Contained Breathing Apparatus (SCBA) (2013 Edition).

(iv) Purchase fire engine pumper apparatus equipment. Funds may be used to purchase equipment or subsidize a federal grant from the Federal Emergency Management Agency (FEMA) to purchase the equipment. Such equipment may be new or refurbinished and must comply with the standards in Chapter 5 of NFPA® 1901 (2016 Edition).

1. **Definitions:**
   The following definitions apply to the Agreement and its attachments:

   a. **"Combination fire department"** means a fire service provider utilizing a combination of volunteer and career firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
   b. **"Volunteer fire department"** means a fire service provider utilizing only volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
   c. **"Fire service provider"** means a municipality or county, the state, the Division, or any political subdivision of the state, including authorities and special districts, that employs firefighters or uses volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property. The term includes any

organization under contract or other agreement with such entity to provide such services.

d. **"NFPA"** means the National Fire Protection Association.

e. **"Personal protective equipment"** (PPE) means the firefighter personal protective equipment, including structural firefighting protective ensembles and individual ensemble elements that complies with NFPA® 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting Handbook (2014 Edition). For purposes of the Firefighter Assistance Grant Program, one set of PPE includes the following:
   1. One coat;
   2. One pair of pants;
   3. One helmet;
   4. One pair of gloves;
   5. One protective hood;
   6. One faceshield or goggles;
   7. One pair of footwear; and
   8. One pair of suspenders.

f. **"Self-contained breathing apparatus"** (SCBA) means the breathing apparatus that complies with the NFPA® 1852, Standard on Selection, Care, Maintenance of Open-Circuit Self-Contained Breathing Apparatus (SCBA) (2013 Edition). SCBA issued under this grant program shall have automatic–on or integrated personal alert safety system (PASS) devices. For purposes of the Firefighter Assistance Grant Program, one SCBA set includes the following:
   1. One high pressure tank;
   2. One pressure regulator;
   3. One face mask;
   4. One personal alarm device; and
   5. One SCBA harness.

g. "Pumper fire apparatus" means a vehicle designed to be used by a fire service provider under emergency conditions to transport personnel and equipment, and to support the suppression of fires and mitigation of other hazardous situations. This definition does not include aerial devices. For purposes of the Firefighter Assistance Grant Program, this apparatus shall fully comply with Chapter 5 of the NFPA® 1901, Standard for Automotive Fire Apparatus (2016 Edition).

2. The Grantee's Responsibilities:

a. The Grantee shall perform the following tasks:
   1) Provide to the Department within 30 calendar days of grant award notification an itemized list of PPE, SCBA, or pumper fire apparatus to be purchased under this Agreement. This itemized list must include an expected cost per item.
   2) Provide to the Department an itemized list of training conducted within 30 calendar days after completion of the training. All training must be completed by the ending date of this Agreement. The list must provide the names of the students trained, dates the training was conducted, the instructor's name and certification number, the location of the final practical skills training, and the location of live fire training.
   3) Provide to the Department all documentation supporting the purchase, delivery, and receipt of PPE, SCBA, or pumper fire apparatus identified as part of the grant award within 30 days of receiving such equipment.

4) Provide to the Department all documentation supporting the purchase and receipt of training identified as part of the grant award within 30 days of receiving a Volunteer Firefighter Certificate of Completion.
5) Within 30 calendar days after submission of final invoices, the grantee shall return any unspent funds to the Department.

b. Performance Requirements for Deliverables:
1) Maintain all fire department profile and roster records within the electronic online database of the Bureau of Fire Standards and Training.
2) Submit all incident reports to the Florida Fire Incident Reporting System (FFIRS) for 12 months following the effective date of this Agreement.
3) Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three years or having a compliance inspection conducted before the grant funds are awarded.
4) Maintain a written Agreement with the fire service provider under which the fire department is operating.

3. The Department's Responsibilities:

a. Provide the online Firefighter 1 training program, delivered by the Bureau of Fire Standards and Training, needed to achieve Volunteer Firefighter Certificate of Completion.
b. Provide reimbursement of pre-approved instructional costs incurred by the grantee to complete practical skill training.
c. Conduct all verification activities associated with the Grantee's payment for, and possession of, PPE, SCBA, pumper fire apparatus, and training identified as part of the grant award.
d. Verify and collect any unspent funds from Grantee that were not expended in accordance with the grant award and the requirements herein.

4. Deliverables:
The Grantee shall provide the following services as specified:

Deliverable 1 - Authorized Training		
Tasks	**Performance Measures and Due Date**	**Financial Consequences**
As described in Attachment 1, Specific Grant Awards.	Submit to the Department copies of canceled checks or any other proof of payment for the pre-approved instructor cost no later than 30 calendar days after submission of final invoices.	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training.

Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to the Department a copy of the agreement with the fire service provider within 30 calendar days from the effective date of this Agreement.	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training.
Deliverable 1 payment amount not to exceed: *$11,000.00*		
Deliverable 2 – Authorized Equipment Purchases		
Tasks	**Performance Measures and Due Date**	**Financial Consequences**
As described in Attachment 1, Specific Grant Awards	Submit to the Department a copy of vendor quotes showing itemized list of equipment to be purchased, cost, and estimated delivery date within 30 calendar days from acceptance date of this Agreement. Submit to Department copies of shipping/packaging documents clearly demonstrating the equipment has been received within 30 calendar days of receiving such equipment	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to Department a copy of the agreement with the fire service provider within 30 calendar days from the effective date of this Agreement.	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
Deliverable 2 payment amount not to exceed: *N/A*		

Expenditure and Reconciliation Report:

The Grantee's Contract Manager shall reconcile and verify all funds received against all funds expended during the Agreement period. See Section B.3. below for further detail regarding the reporting of expenditures.

B. SPECIAL PROVISIONS

1. **Agreement Duration:**
   The term of the Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the state's fiscal year in which the grant was awarded.

2. **Demonstration of Performance:**
   The Grantee must demonstrate the provision of deliverables under the Agreement as part of its presentation of Deliverables for acceptance. Tangible deliverables shall be presented to the Department's Contract Manager for acceptance. If a Deliverable is intangible, the Grantee shall provide written correspondence as evidence of the provision of the Deliverables as described in Section A.4. The Department may independently verify the provision of Deliverables beyond the methods described in this Section.

   a. Acceptance of Deliverables.
      In the event that the Department rejects a Deliverable, all costs associated with correction of that Deliverable shall be at the Grantee's expense. The Grantee shall work diligently to timely correct all deficiencies noted by the Department. Final acceptance of the Deliverable shall be considered to occur when the Deliverable has been approved by the Department.

   b. Completion Criteria and Date.
      The Agreement will be considered complete upon acceptance by the Department of all of the Deliverables required under the Agreement. The final date for completion of the Agreement shall not exceed the Agreement duration, including any executed renewals or extensions.

3. **Payment Amount, Invoice Submittal, and Payment Schedule:** The Agreement is a fixed rate agreement. The payment obligation of the Department shall not exceed the annual amount stated in Agreement Attachment 1, Specific Grant Awards, during the State fiscal year. The Department agrees to disburse funds under the Agreement in accordance with Attachment 1 according to the amount calculation methodology identified per deliverable in Attachment 1. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Agreement Section 8, entitled "Funding Requirements of section 215.971, F.S.," the Grantee's entitlement to retain funds paid by the Department is dependent upon the amount of allowable costs incurred and expended by Grantee in carrying out the Agreement.

   Grantee shall provide an invoice(s) for all services rendered. The documents, as identified in Section A.4, and any other documentation necessary to support payment requests, shall be submitted with the itemized invoices.

The Department may require any additional information from the Grantee that the Department deems necessary to verify that the services have been rendered under the Agreement.

In the event of early termination, the Department shall only pay for completed and accepted services.

4. **Travel and Expenses:** Per diem and travel expenses are not authorized and will not be reimbursed under this Agreement.

5. **Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to comply with the applicable technical requirements as identified in the SOW will result in automatic task rejection and the deliverable shall not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the SOW shall result in the rejection of the invoices. Failure to complete all deliverables in accordance with the requirements of the Agreement, and in particular, as specified above in Section A.4., Deliverables, will result in assessment by the Department of the specified financial consequences. If applicable, should the Parties agree to a corrective action plan, the plan shall specify the applicable financial consequences to be applied after the effective date of the corrective action plan.

   This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

6. **Notification of Instances of Fraud:** Instances of Grantee operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) hours of being made aware of the incident.

7. **Grantee's Responsibilities upon Termination:** If the Department issues a Notice of Termination to Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:

   a. Stop work under the Agreement on the date and to the extent specified in the notice.
   b. Complete performance of such part of the work as shall not have been terminated by the Department.
   c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest.
   d. Upon the effective date of termination of the Agreement, Grantee shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

8. **Non-Discrimination:** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

9. **Insurance Coverage:** In addition to the insurance coverage requirements of Sections 20 and 23 of this Agreement, if the Grantee is authorized to purchase pumper fire

apparatus under this Agreement, the Grantee shall obtain and maintain insurance coverage sufficient to satisfy the minimum legal requirements for operation of the apparatus and to provide, at a minimum, replacement cost value coverage for the apparatus while the apparatus is licensed or for the five-year period following termination of this Agreement, whichever timeframe ends first.

10. Limitation of Liability:

a. For all claims against Grantee under the Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in the Agreement.

b. , Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or 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 them.

11. Records Retention:

The Grantee shall retain records demonstrating its compliance with the terms of the Agreement five (5) years after the expiration of the Agreement 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/), whichever is longer. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. 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 the 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" (2014).
See http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

12. Attachments and Exhibits:

Attached to and made part of the Agreement are the following Attachments and Exhibits, each of which is incorporated into, and is an integral part of, the Agreement. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:

i. Attachment 1, Specific Grant Awards
ii. Attachment 2, Statement of Work
iii. Standard Grant Agreement
iv. Attachment 3 and Exhibit 1 to Attachment 2: Audit Requirements
v. Attachment 4, Public Records Requirements

- End of Agreement Attachment 2, Statement of Work -

Agreement Attachment 3 and Exhibit 1 to Attachment 3, Audit Requirements

AUDIT REQUIREMENTS

The administration of resources awarded by the Department to the recipient may be subject to audits and/or monitoring by the Department as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/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. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $300,000 ($500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)* in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $300,000 *($500,000 for fiscal years ending after December 31, 2003)* in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Title 2 CFR Part 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or

after December 26, 2014. Please refer to 2 CFR Part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state 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 $500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 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 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, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state 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 $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 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 Statues, 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. Additional information regarding the Florida Single Audit Act can be found at:
   http://www.myflorida.com/audgen/pages/flsaa.htm

PART III: OTHER AUDIT REQUIREMENTS: NA

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      Electronic copies (preferred): Firefightergrant@MyFloridaCFO.com

      or

Paper (hard copy):
Charles Frank,
Bureau of Fire Standards and Training
Department Financial Services
11655 NW Gainesville Road
Ocala, FL 34482

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

Electronic copies (preferred): Mike.Tucker@MyFloridaCFO.com

or

Paper (hard copy):
Charles Frank
Bureau of Fire Standards and Training
Department Financial Services
11655 NW Gainesville Road
Ocala, FL. 34482

3. 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 at each of the following addresses:

Electronic copies (preferred): Audit@DEPARTMENT.myflorida.com

or

Paper (hard copy):

Department Financial Services
(Attn: Charles Frank)

11655 NW Gainesville Road
Ocala, FL 34482

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, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Department of Financial Services
(Attn: Charles Frank)
11655 NW Gainesville Road
Ocala, FL 34482

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DFS, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DFS, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DFS. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and

resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 3

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: State Awarding Agency: Department of Financial Services
Catalog of State Financial Assistance Title and Number: CSFA # 43.006
Not to exceed $150,000.00 for all grants awarded under the Firefighter Assistance Grant Program for State Fiscal Year 2016-2017.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The requirements of this Grant Agreement, section 633.135, F.S., and Rule 69A-37.502, F.A.C.

NOTE: Title 2 CFR § 200.331, as revised, and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 4, Public Records Requirements

1. **Public Records Access Requirements.**

a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor 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 the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. **Public Records Requirements Applicable to All Contractors**.

a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of Chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).

b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.

c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department are confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records shall contain the Contract name and number, and shall be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department shall provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department shall notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department shall give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.

e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

3. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

(1) Keep and maintain Public Records required by the Department to perform the service.

(2) Upon request, provide the 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.

(3) A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

(4) 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 the Department.

(5) Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the 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 the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the 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.

(6) **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 PUBLIC RECORDS AT:**
Telephone: (850) 413-3149
Email: PublicRecordsInquiry@myfloridacfo.com
Mailing Address: The Department of Financial Services
Office of the General Counsel, Public Records
200 E. Gaines Street, Larson Building
Tallahassee, Florida 32399-0311

Madison County Community Bank

P.O. Box 834 • Madison FL 32341 • Phone 850-973-2400 • Fax 850-973-8161
301 E. Base Street • Madison FL 32340

May 14, 2018

Mr. William D. Washington
Clerk of the Circuit Court
Madison County Florida
125 SW Range Street
P. O. Box 237
Madison, Florida 32341-0237

Dear Mr. Washington:

Pursuant to your letter of April 25, 2018 whereby the Madison County Board of County Commissioners (County) is requesting a Line of Credit/ Term Loan in the amount of $2,700,000 to complete road paving projects within the county, I am pleased to offer the following proposal as to Structure, Pricing and Security.

As to Structure:

- A Line of Credit (LOC) in the amount of $2,700,000 to be established for a period of up to 18 months from date of closing. The LOC may be drawn against as funds are needed to pay for the projects. Interest on the LOC is to be paid at your option either monthly, quarterly, semi-annually or annually.
- The LOC may revolve which means that the county may advance funds or pay down the LOC as often as it deems necessary during the 18 month term. There will not be a prepayment penalty and you are encouraged to apply any excess funds to the outstanding principle balance as interest will only be charged on the balance outstanding.
- Once all paving projects have been completed or at the maturity of the 18 month term of the LOC, the remaining balance outstanding will be converted to an eighteen month term pay-out. Principal and interest may be paid at your option monthly, quarterly or semi-annually. The Principal and Interest payments will be determined by the amount of Principal outstanding at the time of conversion, the Interest Rate Option selected and the frequency of payment (i.e. monthly, quarterly or semi-annually).

As to Pricing:

- Option 1) a rate of interest equal to the Wall Street Journal's published Prime Lending Rate (Index) less 1.76%. At your option, the rate would be adjusted

monthly, quarterly or semi-annually as there are changes to the Index. If the loan were to have been closed as of April 26, 2018 the rate would be 2.99%.

- Option 2) a fixed rate of 3.73% for the term of the note.

As to Security:

- The County agrees to pledge sufficient tax revenues received from the County 5th and 6th Cent Gas Tax and the 5 Cent Local Option Fuel Tax to pay all debt service (principle and interest) within the requested terms.

Other Conditions:

- The County's Attorney may prepare all documents necessary to complete the loan, however the Bank's Attorney, Mr. Cary Hardee will review the documents at a cost of $750.00.
- This proposal assumes that the interest charged on the loan is not subject to State of Florida and Federal Corporate Income Taxes. However, the Bank will not require an opinion from Bond Counsel as to the tax status providing that the County agrees to modify the interest charged on the loan to reflect a taxable rate should during the term of the loan the interest is deemed to be taxable.
- The County agrees to provide the bank a copy of the County's Audited Financial Statements annually during the term of this loan.
- Documentary Stamps in the amount of $9,450.00 will be paid by the Bank.
- Loan documents will be prepared by the County's Attorney and Loan closing should take place within 3 to 5 working days after receipt.

I want to thank you and the Commissioners for the opportunity to submit our proposal. Should you have questions please contact me at 973-2400.

Sincerely,

D. Edward Meggs Sr.
President/CEO

Capital City Bank

May 10, 2018

William Washington
Clerk of the Circuit Court
Madison County, Florida
125 SW Range Avenue
Madison, FL 32341

Dear Mr. Washington:

Capital City Bank is pleased to offer this financing commitment to Madison County, Florida ("Borrower" or "County"). The loan has been approved in an aggregate amount of up to $2,700,000. The following summary describes the general terms and conditions of the commitment.

General Terms

Lender:	Capital City Bank
Borrower:	Madison County, Florida
Loan Type:	Tax-Exempt, Bank Qualified
Loan Structure:	Term loan with a 3 or 4 year amortization (borrower's preference)
Use of Proceeds:	Fund several road paving projects, both resurfacing and new construction planned within the County.
Loan Amount:	$2,700,000
Interest Rate:	2.77% fixed rate, tax-exempt
Attorney's Fee:	$12,500 (includes bond counsel/tax opinion)
Payments:	Semi-annual or annual principal and interest payments (borrower's preference).
Prepayment Penalty:	None
Security:	The subject note is an obligation of the County secured by a first lien on and pledge of the County's 5th & 6th Cent Gas Tax and 5 Cents Local Option Fuel Tax revenue.

Conditions

1. Lender must be furnished with a copy of Borrower's 8038G filing within 60 days of closing.
2. Lender must receive a resolution of Borrower containing the following certifications:
   a. Borrower has duly authorized the borrowing;
   b. Borrower designates the subject loan as a "Qualified Tax Exempt Obligation" within the meaning of Section 265(B)(3) of the Code.
3. Fully funded at closing
4. Lender requires bond council opinion. George Smith of Bryant Miller Olive to serve as bank representation and provide tax opinion ($12,500 fee to be paid by the borrower)
5. Borrower to pay any and all closing costs

If you have any questions or require further information regarding the proposal, please contact me directly at 850-402-7954. We appreciate the opportunity to serve Madison County's financing needs.

Sincerely,

Daniel Petronio
Assistant Vice President, Institutional Banking
Capital City Bank

ORDINANCE NO. 2012- 203

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, FLORIDA, AMENDING MADISON COUNTY ORDINANCE NO. 2003-126, RELATING TO THE MADISON COUNTY PARK AND BOAT RAMP LOCATED ON CHERRY LAKE IN MADISON COUNTY; REAFFIRMING THE LIMITATIONS PLACED ON THE USE OF SUCH BOAT RAMP; PROVIDING AN EXCEPTION TO SUCH LIMITATIONS FOR PARTICIPANTS IN FISHING TOURNAMENTS HELD AT "OFF SEASON" TIMES AND APPROVED BY THE MADISON COUNTY PARKS DEPARTMENT; PROVIDING FOR AN EXCEPTION TO SUCH LIMITATIONS FOR PERSONS HOLDING A CHERRY LAKE BOAT LAUNCH TAG; PROVIDING FOR THE YEARLY ISSUANCE OF SUCH TAGS TO OWNERS OF WATERFRONT PROPERTY ON CHERRY LAKE; PROVIDING FOR THE CHARGING OF A FEE FOR THE ISSUANCE OF SUCH TAG; WAIVING ALL OTHER FEES FOR THE USE OF THE CHERRY LAKE BOAT RAMP FOR PERSONS WHO HAVE SUCH TAG; WAIVING ALL FEES FOR THE USE OF THE CHERRY LAKE BEACH AND THE CHERRY LAKE BOAT RAMP BY MADISON COUNTY RESIDENTS WHO ARE EITHER OVER AGE 65 OR ARE VETERANS OF THE UNITED STATES ARMED FORCES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, FLORIDA:

Section I: Section V(J) of Ordinance 2003-126 is hereby amended, altered and, changed to read as follows:

J. SPECIAL REQUIREMENTS FOR CHERRY LAKE BOAT RAMP AND PARK.

(1.) Except as otherwise set out herein, the Cherry Lake Boat Ramp shall be limited to a total of seven users at any one time. Users of the Cherry Lake Boat Ramp shall be required to park their vehicles and trailers used to transport their watercraft in the seven designated parking spaces. Users shall further be required to remove their watercraft at the Cherry Lake Boat Ramp and remove them within park hours the same day. Once those seven parking spaces are filled no more watercraft may be launched at the Cherry Lake Boat Ramp until a parking space is freed by the removing of one of the previously launched watercraft and the leaving of one of the previous users.

(2.) The above limitations of use for the Cherry Lake Boat Ramp shall not apply to persons participating in fishing tournaments, which have been authorized by the Department, and which are either (1) held during a time of day other than the normal operating hours of the Cherry Lake Beach or (2) held at any time of day during a time of year other than the normal season of the Cherry Lake Beach. This section shall not affect the Department's authority to limit the number of tournaments or the number of boats participating in any tournament to prevent overcrowding of the facilities.

(3.) The above limitations of use for the Cherry Lake Boat Ramp shall not apply to persons launching watercraft which bear a current and valid Cherry Lake Boat Launch tag and who do not park the vehicles and trailers used to transport such watercraft in the above referenced seven designated parking spaces or anywhere else at the Cherry Lake Beach. Such Cherry Lake Boat Launch tag shall be valid only for the calendar year in which it was issued and only for the one watercraft for which it was issued. For a Cherry Lake Boat Launch tag to be issued the following requirements must be met:

A. The watercraft for which the Cherry Lake Boat Launch tag is to be issued must be owned by a person who also owns lake front real property on Cherry Lake at the time of the purchase of the tag . Any person seeking to purchase a Cherry Lake Boat Launch tag shall be required to offer proof of ownership of the watercraft for which the tag is sought by producing the current and valid vessel registration for the watercraft issued by the State of Florida or any other state showing ownership of the watercraft. The Cherry Lake Boat Launch tag shall be issued if the name on the vessel registration is the same as the name on the records of the Madison County Property Appraiser records as owning lake front real property on Cherry Lake.

B. The person applying for a Cherry Lake Boat Launch tag must pay an annual fee. Such fee shall be a reasonable fee as determined by resolution of the Board, but in the absence of such resolution shall be $25.00.

C. Persons launching watercraft which bear a current and valid Cherry Lake Boat Launch tag and who do not park the vehicles and trailers used to transport such watercraft in the above referenced seven designated parking spaces or anywhere else at the Cherry Lake Beach shall not be charged any fee (other than the fee for the Cherry Lake Boat Launch tag) for such launch at the Cherry Lake Boat Ramp.

D. During any one calendar year, no more than a total of three Cherry Lake Boat Launch tags may be issued for watercraft belonging to the

owners of any one parcel of lake front real property on Cherry Lake.

(4.) These Special Requirements for the Cherry Lake Boat Ramp may be waived by vote of the Board, for special events or other occasions upon determination by the Board that such waiver shall not over burden or otherwise have an adverse impact on Cherry Lake.

(5.) No fee shall be charged for the use of the Cherry Lake Beach or the Cherry Lake Boat Ramp or to purchase a Cherry Lake Boat Launch tag to any person who is:

A. A resident of Madison County, Florida (As shown by a valid State of Florida Driver License or Identification Card.); and, either:

B. Over the age of 65 years (As shown by a valid State of Florida Driver License or Identification Card.); or,

C. A veteran of the United States Armed Forces (As shown by a valid U.S. Armed Forced Identification Card).

Section II: All other provisions of Ordinance No. 2003-126 shall remain unchanged.

Section III: Notwithstanding anything else herein to the contrary, the County shall accept any fee for, process any application for nor issue any Cherry Lake Boat Launch tags until after January 1, 2012. Further, for 2013 only, the fee for a Cherry Lake Boat Launch tag or tags is hereby waived for any person who paid the applicable fee and purchased a Cherry Lake Boat Launch tag or tags for 2012. Provided that the number of such tags purchase under such waiver in 2013 cannot exceed the number of tags purchased in 2012. All other requirements of acquiring a Cherry Lake Boat Launch tag for 2013 shall remain in full force and effect.

Section IV. It is the declared intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this

ordinance.

Section V. All ordinances or portions of ordinances in conflict with the provisions of this ordinance are hereby repealed. Ordinance No. 2011-198 shall be and is hereby repealed in its entirety.

Section VI. This ordinance shall take effect as provided by law.

ORDAINED upon due motion, second, after discussion, by majority vote this 1st day of August, 2012.

BOARD OF COUNTY COMMISSIONERS
MADISON COUNTY, FLORIDA

BY: Roy Ellis
Roy Ellis
Chair

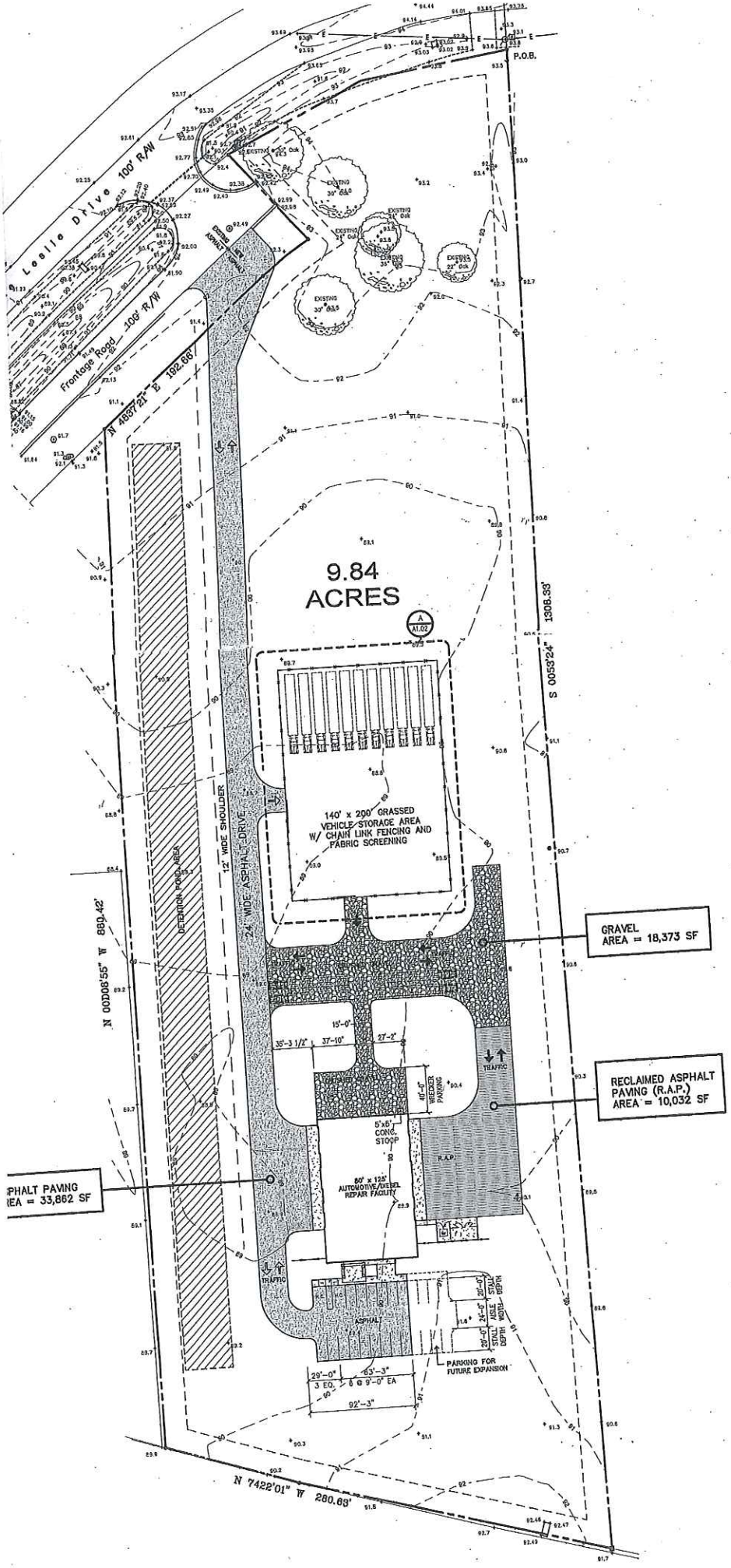
ATTEST: Tim Sanders
Tim Sanders,
Clerk

Overview

- Purchase 5 acres on Dale Leslie with right of first refusal on remaining 4.84 acres.
- Pay $5675 per acre.
- Will build ~5,000 sf expandable building for Napa truck Center on Dale Lesie end of property.
- Paved parking lot.
- RAP entry/exit road for one year, then paved.
- No outside storage in year one. Year two (no vehicles in outside storage for longer than 30 days). Outside storage requires privacy fence.

N

Original Site Plan



Brian Kauffman

From: Greg Vickers <gvickers@certifiedservicecenter.com>
Sent: Tuesday, May 15, 2018 4:27 PM
To: Brian Kauffman
Cc: Ann Vickers
Subject: Re: Certified Service Center Project

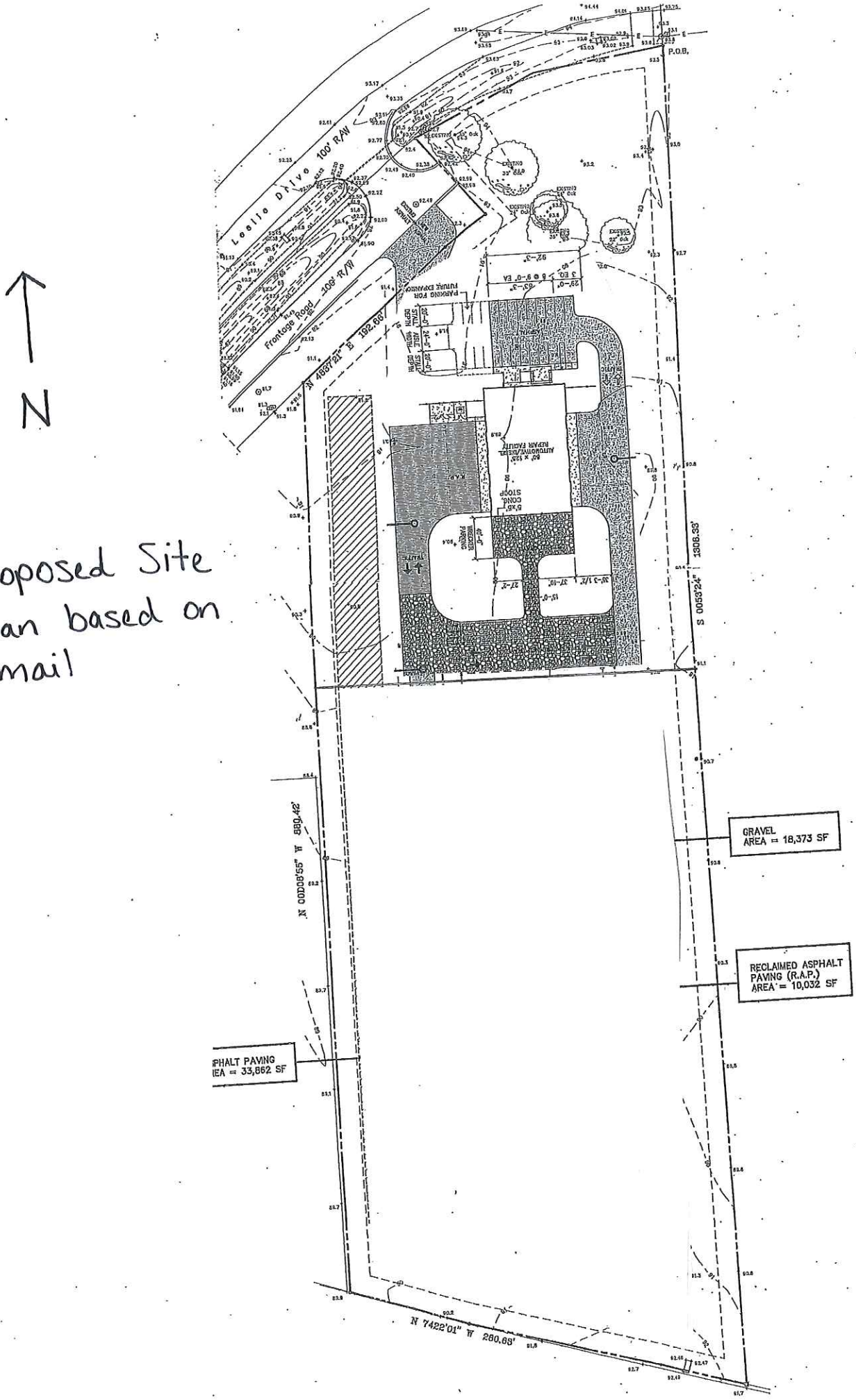
Brian,

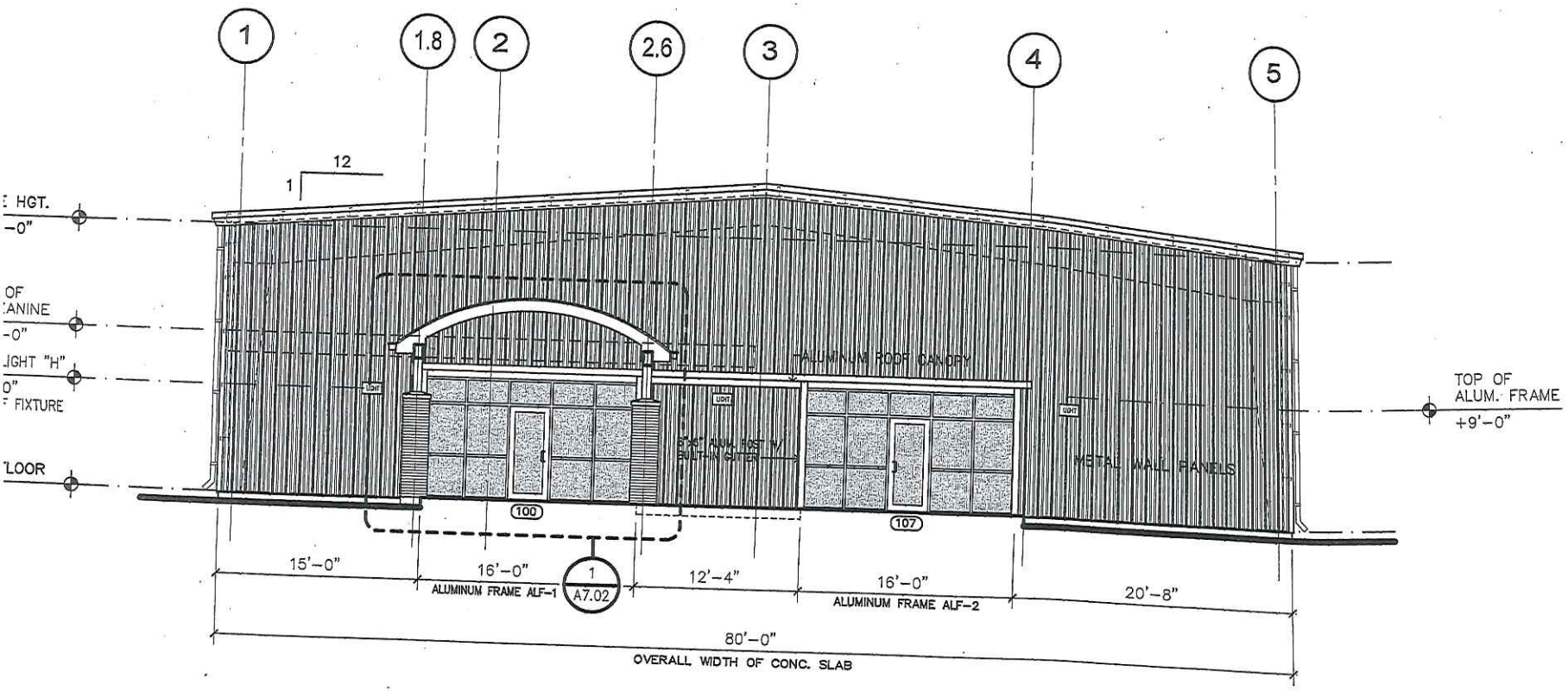
The site plan we have decided to just flip and use Dale Leslie end as our Phase 1 for building the Napa Truck Service Center. Doing this actually makes more sense. It allows us to afford the project in year one and in year two we can continue our growth by developing the roads and utilities towards the Interstate where we can later construct the Napa Parts store and maybe have Automotive Repair in same building then, which we believe is where it really should be located. This would also be where Enterprise and Penske would be placed. The site plan stays the same but is flipped to operate business for the Napa Truck Service Center in year one near Dale Leslie.

Best Regards,

Gregory O Vickers
Vice President- Certified Towing

Certified Service Center, Inc.
208 NE Rocky Ford Road
Madison, FL 32340
O: (850) 973-4999


N
Proposed Site Plan based on email
Leslie Drive 100' R/W
Frontage Road 100' R/W
P.O.B.
N 46°27'21" E 192.60'
S 00°53'24" 1308.33'
N 00°05'55" W 880.42'
N 74°22'01" W 280.68'
GRAVEL
AREA = 18,373 SF
RECLAIMED ASPHALT
PAVING (R.A.P.)
AREA = 10,032 SF
PHALT PAVING
EA = 33,862 SF



4 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"