CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA
REGULAR BOARD MEETING
MARCH 19, 2019
5:00 P.M.

(ESTIMATED TIMES)

5:00PM – CALL MEETING TO ORDER

5:02PM – PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG


5:05PM – Sandy Kelly – SHIP Bids

5:08PM – SCRAP CR 549 CEI Task Order – David H. Melvin, Inc.

5:11PM – Adam Johnson, Interim Emergency Management Director
  • Public Assistance Sub-Grant Agreement, DR 4399 Hurricane Michael

5:14pm – John Morgan Davis, IDA Board

5:17PM – CLERK TIME
  • Resolution 2019-14 – SCRAP CR 549, and Supplemental Agreement
  • Resolution 2019-15 – CIGP Alliance Road and Supplemental Agreement
  • Resolution 2019-16 – FDOT Project Name Change – Airport Hangar/Taxiway
  • Budget Resolution 2019-17

5:27PM – ATTORNEY TIME

5:37PM – COMMISSIONER TIME: HUNT, MONLYN, WISE, HALL, CHAIRMAN

MEETING ADJOURN @ 5:47PM

Anyone who may wish to appeal any decision which may be made at this meeting will need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal will be based.
Chairman Bailey called the meeting held in the EOC to order at 9:00 A.M., CT.

ROAD INC. – DEBRIS PICKUP
Ms. Chelsea Snowden stated the County received notification yesterday that FEMA has approved private road debris removal. Ms. Snowden stated she has sent this approval to FDOT to see if they would financially handle the private road debris removal as they have the public roadway debris removal, but is still waiting for final approval to move forward. Ms. Snowden stated she requested a representative from FDOT attend the meeting today but due to the short notice, they were unable to be here. Ms. Snowden stated Road Inc. is present at today’s meeting to answer any questions about how they would be moving forward with debris pickup.

Chairman Bailey stated the Board invited both Road Inc. and Metric to this meeting in anticipation of receiving a favorable response from FEMA regarding private road debris removal, so discussion could be held with the two (2) on what the County could do to help with coordination efforts for the private road debris removal. Chairman Bailey stated the County appreciates all that Road Inc., Metric, and the State of Florida have done for the County. Chairman Bailey asked in the event approval for private road debris removal is granted from FDOT, how Road Inc. would be planning to move forward. Mr. Robby Williams with Road Inc. stated he is ready to add more trucks as soon as approval is granted, and it would be helpful to have a list of top priority private roads from the Commissioners, roads with the heaviest debris or roads that have the most people, so they could send crews to pick up these areas first and then disperse from there to other private roads. Mr. Williams stated having this information up front would help them to be able to pick up roads faster and meet the County’s needs. Mr. Edenfield stated he spoke with Metric and they stated the same about prioritizing private roads, but would check every private road and would like to make a pass down private roads, but would check every private road and would like to make a pass down private roads to ensure no one would be left out. Mr. Williams stated he is unsure yet how passes would work down the private roads, but he would think there would be one (1) solid pass down private roads. There was further discussion about private road debris removal. Chairman Bailey pointed out for those present that the letter from FEMA states that only tree debris generated from the storm would be eligible for pickup on private roads. There was further discussion about storm debris. Mr. Williams stated once the deadline of March 15 is here they would be adding more crews so they could make a solid final pass and sign off roads with Metric. Mr. Williams stated there would be a major push after the deadline to get all debris picked up, and if the Commissioners see any hot spots for debris to let them know and they would address the area. Commissioner Hunt asked what would happen to debris piles that have been marked ineligible. Mr.
Edenfield stated he has spoken to Metric who stated these piles of debris would be picked up last after the eligible debris has been picked up. Mr. Williams stated Road Inc. could not pick up any piles that have been deemed ineligible until they are instructed by Metric that they could be removed. Commissioner Hall asked about the trees that are still leaning over roadways. Mr. Williams stated last week they started cutting any trees that are leaning more than thirty (30) degrees or with a certain percentage of the canopy missing. Mr. Williams stated they cut the trees at the right of way, and are not going on private property, because a right of entry would be required from the landowner in order to cut the whole tree down, which would be very time consuming. There was further discussion about leaning trees and debris removal. Commissioner Hunt asked about the holes that have been left in roads from the debris trucks. Mr. Williams stated he would speak with Metric about these areas, but they need to be documenting each hole that has been left in the roads. There was further discussion about damage to roads from debris pickup trucks.

Chairman Bailey stated Calhoun County appreciates all the State and Federal government has done for the County.

**SHIP DOWN PAYMENT ASSISTANCE**

Chairman Bailey stated there is a SHIP down payment assistance check for $5,000 that needs Board approval for payment. Clerk Hand stated the payment would be made to Calhoun Liberty Abstract.

- Commissioner Hall made a motion to approve the payment of $5,000 for the SHIP down payment assistance. Commissioner Hunt seconded the motion. The motion passed unanimously 5-0.

Chairman Bailey stated he discussed with Clerk Hand the bid for the fencing at Sam Atkins Park, and asked the Clerk for information on moving reserve funds. Clerk Hand stated the Board would have to vote to move the reserve funds, and an advertised hearing would have to be held. Clerk Hand stated even though an advertised budget hearing must be held, this does not mean the Board cannot vote to move the funds before the hearing.

There being no further business, the meeting adjourned at 9:30 a.m., CT.

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GENE BAILEY, CHAIRMAN

ATTEST:

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CARLA A. HAND, CLERK
Chairman Bailey called the meeting held in the Regular Meeting room to order at 2:00 P.M.; CT. Commissioner Monlyn led the Prayer and Pledge of Allegiance to the Flag.

APPROVAL OF MINUTES AND VOUCHERS

A motion to approve the minutes and vouchers as published on the agenda (the February 19, 2019 Regular Meeting Minutes and the February 25, 2019 Emergency Meeting Minutes; vouchers for warrants: accounts payable warrants – 1903-UTL, 1903-1L, 1903-1G, 1903-1RD, 1902-2UT, 1903-UTL, 1903-1E, 1903-1S payroll warrants – none) was made by Commissioner Hall and seconded by Commissioner Hunt. The motion passed unanimously 5-0.

HLMP SUBORDINATION AGREEMENT, QUICKEN LOANS (MEARS)

Clerk Hand stated Christopher and Nancy Mears are in the process of refinancing their home and are requesting a subordination agreement from the County (Hurricane Loss Mitigation Program). Clerk Hand stated the mortgage company requires the subordination of the County HLMP loan. Clerk Hand stated in the past the Board has voted and approved subordination of loan requests.

Commissioner Hall made a motion to approve the subordination request. Commissioner Monlyn seconded the motion. The motion passed unanimously 5-0.

BID AWARD – SCRAP COUNTY ROAD 549

Ms. Chelsea Snowden stated the SCRAP (Small County Road Assistance Program) County Road 549 project has been submitted to FDOT for approval, along with a request for additional funds for the project. Ms. Snowden stated based on the detailed bid tab there were no issues with the low bid documents from Roberts and Roberts Contracting, Inc., and recommended award of the project to the company.

Commissioner Hunt made a motion to award the SCRAP County Road 549 project to the low bidder, Roberts and Roberts Contracting, Inc. Commissioner Hall seconded the motion. The motion passed unanimously 5-0.

ADDENDUM TO AMBULANCE CONTRACT

Ms. Snowden stated at the last meeting, the correct amounts for the addendum to the ambulance contract were stated for the Board. Ms. Snowden stated there is an additional $12,629.83 needed to complete the project, which the Board would be splitting with the hospital. Ms. Snowden stated the
hospital would be receiving a reduction of $526.24 monthly for twelve months from their allocation from the Board, with the first deduction to begin April 2019.

- Commissioner Monlyn made a motion to approve the addendum to the ambulance contract. Commissioner Hall seconded the motion. The motion passed unanimously 5-0.

**OPPORTUNITY FLORIDA – LOCAL RESOLUTION TO SUPPORT HOUSE BILL 0191**
Chairman Bailey read the Resolution aloud to the Board.

**RESOLUTION NO. 2019-12**

**A RESOLUTION OF THE CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS CERTIFYING ITS SUPPORT FOR HOUSE BILL 0191 (Northwest Florida Rural Inland Affected Counties Recovery Fund);**

WHEREAS, Calhoun County is concerned about the economic health and well-being of our residents; and WHEREAS, we strongly believe in the need to be proactive and not reactive in order to maintain and create employment opportunities benefitting our citizens while still supporting the quality of life in our community and region; and WHEREAS, enhancing the local infrastructure and workforce training will promote economic growth, competitiveness, and improve quality of life amenities in our community and region; and WHEREAS, our community and region has endured the devastation of Hurricane Michael and is in the midst of a recovery/rebuilding process following said hurricane; and WHEREAS, we are in need of financial and political support programs to maintain and continue said recovery/rebuilding process for our community and region; and WHEREAS, we support this bill and its companion Senate bill(s) to enhance our community and region’s recovery and rebuilding processes; and WHEREAS, we commit to honor our obligations that lie within our capabilities as leaders for economic development, training, and enhancement of quality of life features that will serve our community and region;

NOW, THEREFORE, BE IT RESOLVED THAT THIS BOARD DOES HEREBY RESOLVE THAT WE:

1. DO HEREBY AGREE TO SUPPORT THIS ACTION;

2. DO HEREBY AUTHORIZE OUR CHAIR TO EXECUTE THIS RESOLUTION AND ALL OTHER AUTHORIZED AGREEMENTS THAT PERTAIN TO THIS RESOLUTION

3. THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ITS ADOPTION.

DONE, ADOPTED, AND PASSED by the Calhoun County Board of County Commissioners this 5th day of March, 2019.

- Commissioner Monlyn made a motion to approve Resolution 2019-12. Commissioner Hall seconded the motion. The motion passed unanimously 5-0.

**FRANK SNOWDEN, PLANNING AND ZONING**
Mr. Snowden stated Mr. Doug Everett with Ware Oil Company contacted him regarding replacing the sign at the Clarksville General Store with a larger sign. Mr. Snowden stated he has provided the Board with a signed copy of the County Ordinance regarding signs. Mr. Snowden stated the way he reads the
Ordinance a conditional use permit is necessary to replace the sign, but wanted the Board’s opinion on the matter. Mr. Everett stated he is part owner and Vice-President of Ware Oil Company out of Perry, Florida, who is the current owner of the Clarksville General Store. Mr. Everett stated the smaller sign at the store was not placed in a good location. Mr. Everett stated he has a new sign system in his warehouse that is much larger than the current sign. Mr. Everett stated they would like to use the larger sign and move the sign location to the west end of the property. Mr. Everett stated any setback requirements of the County would be met, and an engineered footer would be placed for the larger sign. Mr. Everett provided the Board with a picture of the proposed new sign. There was further discussion about the sign. Attorney Fuqua asked in what land use district is the store located. Mr. Snowden stated the store is in a mixed-use district. Attorney Fuqua stated mixed use includes commercial use, and the way he interprets the County Ordinance, a business is allowed one (1) sign on a permanent support in front of a store and does not require any permitting. There was further discussion regarding the sign placement. Attorney Fuqua stated it is his opinion that Mr. Everett could place the new sign legally without receiving a conditional use permit from the County.

**CLIFFORD EDENFIELD – ROAD DEPARTMENT SUPERINTENDENT**

Mr. Edenfield stated funding for a skid steer and milling head was budgeted for this year, and has not yet been purchased. Mr. Edenfield stated he has found a skid steer and milling head to purchase on State contract from Caterpillar, and asked for Board approval for the purchase. Clerk Hand stated this is allowable as the funding is in Mr. Edenfield’s budget, and would require the Board to set aside their procurement policy. Chairman Bailey inquired about the warranty options for the equipment. Mr. Edenfield stated the purchase of the warranty would be the Board’s decision, and he would recommend purchasing the premier three (3) year warranty for $4,097.00. Chairman Bailey stated this would place the total amount for the equipment at around $93,000. Mr. Edenfield stated he budgeted $110,000 for the equipment.

- Commissioner Wise made a motion to set aside the procurement policy for the purchase of the skid steer and milling head. Commissioner Hall seconded the motion. The motion passed unanimously 5-0
- Commissioner Hunt made a motion to grant Mr. Edenfield permission to purchase the skid steer and milling head. Commissioner Monlyn seconded the motion. The motion passed unanimously 5-0.

Mr. Edenfield stated other operations at the Road Department are running smoothly. Mr. Edenfield stated advertisements for the prison crew supervisor and two (2) operator positions have been placed in the newspaper for another two (2) weeks, and he hoped to have new employees hired soon.

Chairman Bailey asked where the County stands on meeting the Friday deadline for roads, signs, and GPS points of hurricane damage. Ms. Snowden stated it is her understanding there would be dirt, lime rock, and paved roads on the damage inventory, and then there would be follow up with GPS coordinates after submittal of the damage inventory. Mr. Adam Johnson stated the GPS coordinates would not be needed for the deadline on Sunday, just the line items stating the type of roads. Mr. Johnson stated in the coming weeks the additional supporting information itemizing each road, sign, and culvert damaged would be needed. Mr. Justin Ford with Dewberry Engineers stated they have already provided damaged guardrail GPS information to Rostan, and committed to providing GPS coordinates on all the damaged or missing signs as well. There was further discussion about sign and road damage.

**RITA MAUPIN – DIRECTOR OF LIBRARY SERVICES**

Calhoun County Commissioners Meeting – March 5, 2019
Ms. Maupin stated the Blountstown Library is needing help with lighting in the front and back parking lot, as many of the lights are out and they have evening operating hours.

Ms. Maupin stated Project Hope Crisis Counseling, in partnership with FEMA and several other organizations, would be offering counseling services at the Blountstown Library two (2) days a week. Ms. Maupin stated the organization would be letting them know which two (2) days they would be operating at the library soon.

Ms. Maupin stated there is now a portable building at the Altha Library to serve as the library until the building has been renovated.

Ms. Maupin stated for the Board’s information, at the Mossy Pond Library they believe some children are playing in the recycling bin, mostly at night. Ms. Maupin stated she is concerned for the children’s safety as there could be glass or small animals in the recycling bin, and have notified the Sheriff of the situation. Ms. Maupin stated there has been vandalism at the Kinard Library with broken windows and water bottles thrown around, and they have informed the Sheriff of this incident as well.

Ms. Maupin stated as of two (2) weeks ago, FEMA is no longer stationed at the library assisting the public.

Ms. Maupin provided the Board with the statistics report for the library, and stated there have been a couple unusual incidents at the library, which have been included in the packet provided to the Board.

Chairman Bailey stated a bucket has been ordered to fix the bucket truck at the Road Department, but if the truck were not fixed soon he would try to work with the City to come out and address the lighting.

Chairman Bailey stated the Board has agreed to place the Mossy Pond Volunteer Fire Department at the site of the Mossy Pond Library. Chairman Bailey stated a coordinated effort between the Fire Department and the Library for placement of the new fire department and landing zone would be needed. Chairman Bailey stated a survey of the area would likely be needed as well. Mr. Tony Mazarrese, Fire Chief of Mossy Pond VFD, brought a map of the parcels and demonstrated where they would like the new fire department building to be placed. Mr. Mazarrese stated the entrance to the fire department would be from Miller Road. Mr. Mazarrese stated Mr. Clay O’Neal has also offered to clear five (5) acres free of charge once the County is ready to move forward with construction.

**DOWLING PARRISH – BUILDING OFFICIAL**

Mr. Parrish stated he has been busy with inspections and permits. Mr. Parrish stated he has checked with the surrounding counties, and the only counties continuing to waive building fees are Calhoun and Jackson counties. Commissioner Hunt stated he would prefer to continue waiving the fees at least until the debris pickup deadline. (Calhoun County will continue to charge ½ of the normal fees for Hurricane Michael damaged property.)

- Commissioner Hunt made a motion to table the building department fee discussion until the next regular Board meeting. Commissioner Hall seconded the motion. The motion passed unanimously 5-0.

**WHITNEY CHERRY – COUNTY EXTENSION OFFICE**

Ms. Cherry stated Ms. Judy Biss’ last day with the Extension Office would be this Friday, March 8. Ms. Cherry stated she has been the Calhoun County 4-H agent since June 2008, and would serve as the...
Interim Director until the position has been filled. Ms. Cherry stated they do not have a clear timeline on the hiring process at this time, but the District Director has reached out to her and stated they would begin working on a position description for advertisement after Ms. Biss’ retirement. Ms. Cherry stated the part-time summer 4-H program assistant position was reposted due to lack of qualified candidates, and closed Friday March 1. Ms. Cherry stated again, there were no qualified applicants for the position. Ms. Cherry stated she and Ms. Pam Skinner would be reviewing the position description this week, revising the advertisement, and reposting again. Ms. Cherry stated hopefully this would be the last time the advertisement would be run and the position could be filled. Ms. Cherry stated last month over 200 people attended the Forest Recovery workshop on February 12, and they are working on scheduling another workshop because there were so many people on the waiting list to attend. Ms. Cherry stated four (4) site visits have been made to cattle producers with herd health issues they have noted since the hurricane, and extension specialists were involved in three (3) of these visits. Chairman Bailey stated the Board has placed the Extension Office on the list of turnkey repair projects. Ms. Cherry stated the Extension Office appreciates what the Board is doing for them.

ADAM JOHNSON – INTERIM EMERGENCY MANAGEMENT DIRECTOR

Mr. Johnson stated the damage assessment inventory deadline is this Sunday. Mr. Johnson stated he would continue to review the list until the deadline, and to let him know if there is anything that needs to be added.

Mr. Johnson stated regarding the local state of emergency, both Jackson County and Bay County continue to extend their local state of emergencies, along with Calhoun County. Mr. Johnson stated Jackson and Bay County have stated they would continue to extend their local state of emergencies until all storm debris has been picked up.

Mr. Johnson stated the County is under a freeze warning until 8:00 a.m. tomorrow morning. Mr. Johnson stated there is also a river flood warning for the Apalachicola River. Mr. Johnson stated the river is currently at sixteen (16) feet, and flood stage is seventeen (17) feet. Mr. Johnson stated the river is expected to rise to 18.8 feet by Friday evening before beginning to recede.

Mr. Johnson stated Ms. Maupin pointed out earlier in the meeting that FEMA is no longer at the library to assist the public, but help is still available online or by calling disaster assistance.

Mr. Johnson stated he sent the Board an email earlier in the afternoon regarding reimbursement for Hurricane Irma. Mr. Johnson stated the reimbursement is for category B, and the response he received this afternoon is that Calhoun County has a $37,000 project that is currently being processed, and the Florida Division of Emergency Management has moved the County’s contract to the top of the list since the County was affected by Hurricane Michael. Mr. Johnson stated a timeline for when the funds would be received could not be provided.

Mr. Johnson stated the County recently acquired by donation 300 new cots. Mr. Johnson stated the County was in need of new cots, and the new cots are ADA compliant. Commissioner Monlyn asked where the cots were being stored. Mr. Johnson stated the cots are being stored at the old sewing factory. There was further discussion about storage at the old sewing factory.

CHELSEA SNOWDEN – PROJECTS AND GRANTS COORDINATOR

Ms. Snowden presented to the Board for approval and execution the agreement and resolution for the SCOP (Small County Outreach Program) Silas Green Road paving project in the amount of $621,094.

Calhoun County Commissioners Meeting – March 5, 2019
RESOLUTION NO. 2019-09

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CALHOUN COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AND ENTER INTO THE “SMALL COUNTY OUTREACH PROGRAM AGREEMENT”.

WHEREAS, Calhoun County, Florida, has requested the State of Florida, Department of Transportation, for financial assistance for costs directly related to the construction and construction engineering inspection for the Silas Green Road Paving Project; and,

WHEREAS, the State of Florida, Department of Transportation, has agreed to participate in the construction and construction engineering inspection to the amount of Six Hundred Twenty-One Thousand Ninety-Four Dollars ($621,094); and,

WHEREAS, the “State of Florida, Department of Transportation, Small County Outreach Program Agreement” requires that a Resolution be passed by the Board of County Commissioners of Calhoun County, Florida authorizing the Chairman of the Board of County Commissioners of Calhoun County, Florida, to execute and enter into the “State of Florida, Department of Transportation, Small County Outreach Program Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Calhoun County, Florida, as follows:

1. The Chairman of the Board of County Commissioners of Calhoun County, Florida, is authorized to enter into and execute the “State of Florida, Department of Transportation, Small County Outreach Program Agreement” attached hereto as EXHIBIT “A”.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Calhoun County, Florida, this 5th day of March, 2019.

Commissioner Hunt made a motion to approve the agreement and resolution for the SCOP Silas Green Road paving project. Commissioner Monlyn seconded the motion. The motion passed unanimously 5-0.

Ms. Snowden presented to the Board for approval and execution the agreement and resolution for the SCRAP (Small County Road Assistance Program) County Road 287A project for design funds in the amount of $88,711.

RESOLUTION NO. 2019-10

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CALHOUN COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AND ENTER INTO THE “SMALL COUNTY ROAD ASSISTANCE PROGRAM AGREEMENT”.

WHEREAS, Calhoun County, Florida, has requested the State of Florida, Department of Transportation, for financial assistance for costs directly related to the survey, design, permitting and preparation of construction plans and specifications for the resurfacing of CR 287A from CR 287 to SR 73; and,

Calhoun County Commissioners Meeting – March 5, 2019
**WHEREAS**, the State of Florida, Department of Transportation, has agreed to participate in the survey, design, permitting and preparation of construction plans and specifications to the amount of Eighty Thousand Seven Hundred Eleven Dollars ($80,711); and,

**WHEREAS**, the “State of Florida, Department of Transportation, Small County Road Assistance Program Agreement” requires that a Resolution be passed by the Board of County Commissioners of Calhoun County, Florida authorizing the Chairman of the Board of County Commissioners of Calhoun County, Florida, to execute and enter into the “State of Florida, Department of Transportation, Small County Road Assistance Program Agreement attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Calhoun County, Florida, as follows:

1. The Chairman of the Board of County Commissioners of Calhoun County, Florida, is authorized to enter into and execute the “State of Florida, Department of Transportation, Small County Road Assistance Program Agreement” attached hereto as EXHIBIT “A”.

**DULY PASSED AND ADOPTED** by the Board of County Commissioners of Calhoun County, Florida, this 5th day of March, 2019.

- Commissioner Hall made a motion to approve the agreement and resolution for the SCRAP County Road 287A design project. Commissioner Monlyn seconded the motion. The motion passed unanimously 5-0.

Ms. Snowden presented to the Board for approval and execution the agreement and resolution for the SCOP Bodiford Road project for design funds in the amount of $57,130.

**RESOLUTION NO. 2019-11**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CALHOUN COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AND ENTER INTO THE “SMALL COUNTY OUTREACH PROGRAM AGREEMENT”**.

**WHEREAS**, Calhoun County, Florida, has requested the State of Florida, Department of Transportation, for financial assistance for costs directly related to the survey, design, permitting and preparation of construction plans and specifications for the resurfacing of Bodiford Road; and,

**WHEREAS**, the State of Florida, Department of Transportation, has agreed to participate in the survey, design, permitting and preparation of construction plans and specifications to the amount of Fifty-Seven Thousand One Hundred Thirty Dollars ($57,130); and,

**WHEREAS**, the “State of Florida, Department of Transportation, Small County Outreach Program Agreement” requires that a Resolution be passed by the Board of County Commissioners of Calhoun County, Florida authorizing the Chairman of the Board of County Commissioners of Calhoun County, Florida, to execute and enter into the “State of Florida, Department of Transportation, Small County Outreach Program Agreement attached hereto.

Calhoun County Commissioners Meeting – March 5, 2019
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Calhoun County, Florida, as follows:

1. The Chairman of the Board of County Commissioners of Calhoun County, Florida, is authorized to enter into and execute the “State of Florida, Department of Transportation, Small County Outreach Program Agreement” attached hereto as EXHIBIT “A”.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Calhoun County, Florida, this 5th day of March, 2019.

Commissioner Hunt made a motion to approve the agreement and resolution for the SCOP Bodiford Road design project. Commissioner Hall seconded the motion. The motion passed unanimously 5-0.

Ms. Snowden stated at the direction of Chairman Bailey she reached out to the Division of Forestry to inquire about their plans for fire protection for the County since there is a lot of fuel on the ground. Ms. Snowden stated Mr. Oswalt stated they have three (3) medium tractor plow units, one (1) heavy dozer and one (1) type six (6) engine stationed in Calhoun County, and have asked for additional equipment as well from the Legislature. Ms. Snowden stated Smith Tower has been taken down due to Hurricane Michael, so this station is no longer in Kinard.

Ms. Snowden stated applications for the FDOT grant programs SCRAP, SCOP, and CIGP (County Incentive Grant Program) are due on March 22. Ms. Snowden requested the Board give her three (3) roads they would like to submit for these programs. Ms. Snowden stated she would like to have the road names by next week. Ms. Snowden stated she would be out of the office on the date the applications are due, but she would have the Chairman sign off on the applications and she would give Ms. Williams the information to submit the applications to FDOT. Chairman Bailey stated he would like to have a Workshop to discuss the roads the Board would like to submit next week. There was consensus to hold the Workshop on Tuesday at 3:30 p.m. in the regular Board meeting room.

Chairman Bailey asked if any further news has been received regarding the Neal Landing project. Ms. Snowden stated neither the Army Corps of Engineers permit nor the Department of Environmental Protection permit have been received. Ms. Snowden stated there have been continuous requests for these permits but they have not been issued. Chairman Bailey asked if a timeline for receiving the permits has been established. Mr. Ford stated the applications for the permits were submitted last June, but they have not been able to have any contact with the divisions regarding the permits. Mr. Ford stated they have tried to call multiple times. Attorney Fuqua stated Congressman Dunn might need to be contacted regarding the permits.

Chairman Bailey called a ten (10) minute recess at 3:00 p.m. The meeting resumed at 3:10 p.m.

CARLA A. HAND, CLERK OF COURT AND COUNTY COMPTROLLER
Clerk Hand stated she had nothing to report but stated Mr. Johnson has another item to discuss with the Board.

Mr. Adam Johnson stated he attended the Florida Emergency Preparedness Association conference in February where he was honored to speak as the inland county representative for all inland counties affected by Hurricane Michael, and has since been invited to speak at the upcoming Governor’s

Calhoun County Commissioners Meeting – March 5, 2019
Hurricane Conference held in West Palm Beach in May from the 12th through the 17th. Mr. Johnson stated he would be speaking during the General Session on Wednesday, May 15. Mr. Johnson asked Board permission to attend the conference. There was Board consensus for Mr. Johnson to attend the conference.

**ATTORNEY TIME**
Attorney Fuqua advised the Board to change the workshop scheduled for next Tuesday at 3:30 to a Special meeting. It was changed by consensus.

Attorney Fuqua presented to the Board the Hurricane Michael Tax Relief Resolution for their approval and execution. Attorney Fuqua stated this Resolution would be sent to the Federal representatives since this pertains to a Federal tax issue.

**RESOLUTION NO. 2019-13**

A RESOLUTION OF THE CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS URGING THE UNITED STATES CONGRESS TO PASS TAX RELIEF FOR INDIVIDUALS AND EMPLOYERS SUFFERING FROM HURRICANE MICHAEL

WHEREAS, Hurricane Michael was the most intense storm on record to hit the Florida Panhandle, and was among the top four most powerful hurricanes to hit the United States; and

WHEREAS, damages from Hurricane Michael are estimated to exceed $25.1 billion; and

WHEREAS, 57 deaths have been attributed to Hurricane Michael in the United States; and

WHEREAS, in Florida, insurance claims from Hurricane Michael exceed 144,000, with estimated insured losses of over $5.5 billion; and

WHEREAS, Hurricane Michael caused 1.7 million electricity outages in the Southeast United States, of which 125,000 were without power for more than ten days; and

WHEREAS, Congress in recent years has enacted temporary tax legislation to assist survivors of disasters, including the Disaster Relief and Airport and Airway Extension Act of 2017, Pub. L. No. 115-63, which provided relief for survivors of Hurricanes Harvey, Irma and Maria; and

WHEREAS, tax relief is an effective tool in helping communities recover from large scale disasters.

NOW THEREFORE BE IT RESOLVED BY THE CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS OF CALHOUN COUNTY, FLORIDA;

that the United States Congress is urged to pass tax relief for survivors of Hurricane Michael, consistent with the provisions contained in H.R. 1148 (116th Congress), including

1. Relief from casualty loss deduction limits for personal residence property; and
2. Allowing taxpayers who take the standard deduction to make the casualty loss deduction; and

3. Allowing penalty-free early distributions from a retirement plan; and

4. Allowing for loans from retirement accounts and allowing taxpayers to spread realized income from retirement accounts to be spread over a three year period; and

5. Using earned income from the immediately preceding year to determine the earned income tax credit; and

6. Allowing an employee retention tax credit for employers equal to 40% of qualified wages paid to qualifying employees.

AND FURTHER, Congress is urged to direct the Commissioner of the Internal Revenue Service to authorize the use of cost indexes to determine the amount of loss to homes consistent with Revenue Procedure 2018-09.

DULY PASSED AND ADOPTED by the Calhoun County Board of County Commissioners of Calhoun County, Florida, this 5th day of March, 2019.

- Commissioner Hall made a motion to approve Resolution 2019-13. Commissioner Hunt seconded the motion. The motion passed unanimously 5-0.

COMMISSIONER TIME

COMMISSIONER WISE
Commissioner Wise asked who is requesting the March 15 deadline to place debris by the roadside. Chairman Bailey stated the deadline was requested by FDOT. Commissioner Wise expressed concern regarding the deadline. Commissioner Wise stated most people only had so much room to place debris by the road initially and it took Road Inc. so long to pick it up, that now they do not have the equipment to move the rest of their debris to the road at this time. Commissioner Wise stated it is not the citizens’ fault that it took longer for the debris to be picked up. Commissioner Hall stated he has had the same problem in his district. Commissioner Hunt stated a deadline should not have to be set, but the Board had no choice but to set one. Commissioner Hunt stated when FDOT stops their debris pickup efforts it would fall to the County to pick up the debris, but the County does not have the employees or the trucks to pick up the remaining debris. Attorney Fuqua stated FDOT wants to pull back from funding the debris pickup, and it may be possible for Calhoun County to piggyback off Jackson County’s debris contract but the County would have to fund this contract until FEMA reimbursement is received. Commissioner Hunt asked if the County has the money to fund the remainder of the debris pickup. Chairman Bailey stated the County does not have the funds other than using reserve funds, and the only other option would be to establish a line of credit. Commissioner Monlyn stated the Board would likely have to use some reserve funding to buy some equipment because the County is going to be left with so much debris to clean up, and the County owes it to the citizens to clean up the debris. Chairman Bailey stated he is for staying with the March 15 deadline, and would like to see the Board request an extension and ask the
Legislature to request FDOT give the County an extension on the debris pickup so the citizens could have more time to clean up their debris. Commissioner Wise stated he thought FDOT made a contract for a full year, and does not see the issue with them continuing the debris pickup. Chairman Bailey stated FDOT does have a contract for a year, but have only assumed six (6) months of the contract. Commissioner Wise stated he is not for the March 15 deadline and would like to see an extension, and possibly protest FDOT not honoring their contract. There was further discussion about debris pickup. Chairman Bailey stated Senator Montford has requested the Board to come to Tallahassee on Thursday morning, March 7, at 11:00 central time, in a show of support for him as he presents a bill for Hurricane Michael Relief, of which debris cleanup is included. Chairman Bailey stated the Board should be there to show their support for what Senator Montford is trying to do for the counties affected by the storm. There was further discussion about debris pickup. Commissioner Wise stated he would like to send a revised resolution to the one already approved by the board to request an extension of the debris deadline. Chairman Bailey stated the resolution could be revised and ready to present to the Board at the Special meeting on Tuesday. Chairman Bailey stated the Board should speak with the Legislators on Thursday morning and request an extension from them directly as well. Attorney Fuqua stated the Board might want to see if there was any interest to advertise a three (3) or four (4) county RFP going forward in case another storm happens for debris pickup and monitoring companies so they would already be procured. Ms. Snowden stated she sent an email to FDOT asking for an answer on private road debris pickup, and regarding an extension for the debris pickup, to which she just received a reply. Ms. Snowden stated FDOT responded they would send the County a response regarding private road debris pickup by the end of the week, and were not considering an extension for debris pickup at this time.

COMMISSIONER HALL
Nothing to report.

COMMISSIONER HUNT
Nothing to report.

COMMISSIONER MONLYN
Nothing to report.

CHAIRMAN BAILEY
Chairman Bailey asked Commissioner Hunt if he has found an elected official from the Town of Altha to serve on the Apalachee Regional Planning Council Board. Commissioner Hunt stated he has not spoken to anyone at this time. Attorney Fuqua suggested Commissioner Hunt speak with the newly elected Mayor of Altha.

Chairman Bailey stated most of the names submitted by the Board for the Citizen Advisory Task Force did not meet the criteria, so new citizens have been appointed. Chairman Bailey stated the new list includes Curtis Battle, Phyllis Lord, Chad Bailey, Angie Stone, June Harvey, and as an alternate Pinky McCall.

- Commissioner Hunt made a motion to approve the new citizen appointees. Commissioner Hall seconded the motion. The motion passed unanimously 5-0.

Chairman Bailey stated they are trying to move forward expeditiously with the turnkey repairs to the first buildings on the list. Chairman Bailey stated Synergy should be back in contact with the County on Friday.

Calhoun County Commissioners Meeting – March 5, 2019
Chairman Bailey stated there is a FEMA meeting with the FEMA representative and the County consultant on Thursday at 1:00.

Chairman Bailey stated a plan to move forward with the debris clean up at the airport and fence bids for Sam Atkins Park need to be finalized. Chairman Bailey asked Clerk Hand if she thought the Board would be able to move forward with the fence bids on Thursday afternoon. Ms. Snowden stated she anticipates receiving the bid package by Thursday from ROSTAN, and an advertisement could be placed in The County Record on Wednesday and in the Tallahassee Democrat according to their advertisement schedule.

There being no further business, the meeting adjourned at 3:38 p.m., CT.

__________________________
GENE BAILEY, CHAIRMAN

ATTEST:

__________________________
CARLA A. HAND, CLERK
Chairman Bailey called the meeting held in the regular Board meeting room to order at 3:30 P.M.; CT. Chairman Bailey led the Prayer and Pledge of Allegiance to the Flag.

Ms. Snowden stated the FDOT Grant Programs, SCOP (Small County Outreach Program), SCRAP (Small County Road Assistance Program), and CIGP (County Incentive Grant Program), applications are due on March 22 and the County can only submit one (1) application for each program. Ms. Snowden stated the SCRAP program is for resurfacing existing paved roads with no widening. Ms. Snowden stated the SCOP program is a broader program for resurfacing and widening, drainage improvements, and various other improvements. Ms. Snowden stated the CIGP program is supposed to relieve traffic congestion on the State highway system. Ms. Snowden stated in the past FDOT has allowed counties to pave dirt and lime rock roads, but recently applications to pave these roads have been discouraged. Ms. Snowden asked the Board if there were any projects they had in mind to submit for these three (3) grant programs. Chairman Bailey stated last year the Board submitted the west side roads in Commissioner Wise’s district. Commissioner Wise asked why these roads were not approved for funding. Ms. Snowden stated she has spoken with FDOT, and they are moving away from funding groupings of roads and they also had some right of way concerns through the area. Commissioner Wise asked if the city limit issue was their concern. Ms. Snowden stated there are no city limit concerns however; FDOT was still concerned there was not adequate right of way for any needed drainage improvements. There was further discussion regarding the project. Commissioner Wise stated he would like the project to be submitted again for funding. Chairman Bailey stated last year the Board also submitted Jim Pickron Road and Bodiford Road, of which Bodiford Road in Commissioner Hunt’s district was the only project that was selected for funding. Chairman Bailey stated he would like to resubmit Jim Pickron Road. Commissioner Monlyn stated he would like to submit Marysville School Road. Commissioner Hall stated he would like to submit County Road 73A. Chairman Bailey stated he would like to see Jim Pickron Road, the west end roads, and County Road 73A submitted this year and look into paving Commissioner Monlyn’s road with Road Department funds since it is just a short section. Commissioner Hunt expressed concern with submitting Commissioner Wise’s roads again since the project has been turned down twice. Chairman Bailey stated the project was turned down the first time because a box on the application was checked in error stating the roads were inside the city limits. Chairman Bailey stated last year was the first time the project was legitimately not funded. Mr. Justin Ford with Dewberry Engineers stated the past two (2) years FDOT has scaled back on projects they would fund, and the past two (2) years Calhoun County has only had one (1) road funded per year where previously they would have had multiple roads funded. Mr. Ford stated last year there was only one (1) road awarded funding in the panhandle of Florida, and
that was Bodiford Road. Mr. Ford stated this was a concern to them so they reached out to FDOT, and FDOT stated this was a short-term issue. Mr. Ford stated that this year they expect to see an increase in funded projects. There was further discussion about projects for submittal. Mr. Ford stated the Board could consider funding two (2) of the roads in Commissioner Wise’s district per year to be paved from Road Department funds since these are short roads, and projects that are more traditional could be focused on for the FDOT applications. Commissioner Wise stated this would be fine with him, as long as the roads were resurfaced. There was further discussion about projects to submit to FDOT. Mr. Edenfield stated County Road 274 West from Shelton’s Corner at State Road 73 to County Road 167 is in bad shape, and could qualify for CIGP since it connects with Highway 231 soon after connecting to County Road 167. There was further discussion about County Road 274 West. Mr. Edenfield stated J.P. Peacock Road is another that is in desperate need of resurfacing and widening. Mr. Ford stated this road would better fit the CIGP program, and the Board could submit County Road 274 West next year for the SCOP program since the project would be costly, and SCOP funding is greater than CIGP funding.

- Chairman Bailey made a motion to submit J.P. Peacock Road for the CIGP grant program, Jim Pickron Road for the SCOP grant program, County Road 73A for the SCRAP grant program, and for the Board to look at setting aside approximately $200,000 to address Commissioner Wise’s and Commissioner Monlyn’s roads. Commissioner Monlyn seconded the motion. The motion passed unanimously 5-0.

Mr. Ford asked the Board if they would like him to contact Ms. Debbie Belcher and inquire if Commissioner Wise’s roads would qualify for the CDBG (Community Development Block Grant) program. Commissioner Wise stated he would like Mr. Ford to contact Ms. Belcher regarding adding the roads to the CDBG list.

Chairman Bailey addressed Commissioner Hall, and stated the building the Mossy Pond Volunteer Fire Department has requested is a larger than the Florida League of Cities (FMLC) will provide, and he would like to Commissioner Hall to discuss the building size with the fire chief of the Mossy Pond Volunteer Fire Department. (FMLC is providing the building to protect the fire trucks until a permanent structure is built at no cost to the County.)

Chairman Bailey stated the advertisement deadline for the Mosquito Control Director has closed out and there was one (1) applicant, Mr. Keith Daniels. Chairman Bailey stated Mr. Daniels would have six (6) months to complete the required certifications for the position if the Board made the decision to hire. Chairman Bailey recommended hiring Mr. Daniels contingent upon him successfully passing the required drug test and background check. There was consensus from the Board to hire Mr. Daniels. There was further discussion regarding the Mosquito Control Director.

Chairman Bailey stated a memorandum was received from Senator Bill Montford’s office, which has been provided to the Board. Chairman Bailey stated Senator Montford has requested the County and City governments combine and rank each legislative budget request. Chairman Bailey stated a list of the four (4) legislative budget requests has been provided to the Board as well, and asked if this list was compiled in ranked order. Ms. Snowden stated it is her understanding the City Manager, Ms. Traci Hall, would like the list provided to be the order in which the projects are ranked but wanted the list to be brought before the Commissioners to see if they were in agreement. Chairman Bailey stated he would prefer to rank the women’s dormitory first, and let the other items fall as they are listed, so the inmates could be brought back from Liberty County and create jobs in Calhoun County. Chairman Bailey stated he makes this decision based on the enormity of the $15 million dollar request for the Blountstown Wastewater project, since the legislature would likely fund this project no matter where it were ranked.
Chairman Bailey stated if the female inmates could be brought back to Calhoun County, the county could save money.

- Commissioner Wise made a motion for the women’s dormitory at the County Jail be moved to first priority and leave the other items ranked in their current order. Commissioner Hall seconded the motion. The motion passed unanimously 5-0. (#1 Women’s Dormitory, #2 Blountstown Wastewater Effluent Discharge, #3 Town of Altha Waste Management Upgrades, #4 Altha Water System Improvements)

Chairman Bailey stated a letter was received from FEMA regarding Private Property Debris Removal that he felt should be addressed during this meeting. Ms. Snowden stated FEMA is requesting specific locations where the County intends to remove debris from residential property, photographic evidence of the need for debris removal from private property, and more documentation on why the debris is a health hazard on said property. Ms. Snowden stated this would be a huge task, and right now all resources are directed towards cleaning the County right of ways, and also the private roads which were recently approved. Ms. Snowden stated the March 15 deadline is also quickly approaching to place debris by the roadside. Chairman Bailey stated there is no one employed by the County who could pursue the right of entry forms and take the photos needed, and was unsure how the process would work. Chairman Bailey stated he spoke with Gulf County and they have County personnel gathering all the information needed and the County Manager reviews the information and decides whether each property qualifies or not, and then the information is submitted to FEMA for a final decision. Chairman Bailey stated they as County Commissioners could go out and gather all the needed information to send the Emergency Management to send to FEMA, but there would only be four (4) more weeks for the debris to be picked up because FDOT would not pick up any debris after April 15. There was further discussion about private property debris removal. Commissioner Hunt expressed concern that there are more debris trucks picking up debris in Sam Atkins Park than are out picking up debris in the County. Commissioner Hunt stated the citizens of the County should have their debris picked up before the debris on County property is picked up. There was further discussion about debris pickup.

Ms. Snowden stated she received an email from FDOT granting the County an additional $57,524 for the SCRAP John G. Bryant Road project, so that project would not need to be modified in any way.

There being no further business, the meeting adjourned at 4:44 p.m., CT.

______________________________
GENE BAILEY, CHAIRMAN

ATTEST:

______________________________
CARLA A. HAND, CLERK

Calhoun County Commissioners Meeting – March 12, 2019
## CALHOUN COUNTY BOCC
### VENDOR PAYMENTS
#### FEBRUARY/MARCH

**AP runs:** PR19-B06, PR19-B07, PR19-B08  
**Payroll warrants:** PR022119, PR030719

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Task Order

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated May 22, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**
   
   A. Title: **CR 549 John G. Bryant Rd**
   
   B. Description: **Construction Engineering Inspection for the CR 549 John G. Bryant Road Widening and Resurfacing Project**

2. **Services of Engineer**

   *CEI services associated with the above described project for 120 day construction contract duration as shown on the attached staffhour worksheet.*

3. **Owner's Responsibilities**

   Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:

4. **Times for Rendering Services**

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<td>Construction Phase</td>
<td>TBD – 120-day Const. Contract</td>
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5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

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<th>Compensation Method</th>
<th>Lump Sum, or Estimate of Compensation for Services</th>
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<td>(Study and Report,)</td>
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<td>Preliminary Design, Final Design, Bidding or Negotiating, Construction Phase)</td>
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<td>C. Direct Labor Costs Times a Factor (Factor: _____)</td>
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<td></td>
<td>D. Percentage of Construction</td>
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<td>Resident Project Representative and Post-Construction Phase Services</td>
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<tr>
<td></td>
<td>D. Percentage of Construction</td>
<td></td>
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C. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. **Consultants:**

7. **Other Modifications to Agreement:**

8. **Attachments:** None

9. **Documents Incorporated By Reference:**
TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is ____________________.

OWNER:  

By: ____________________

Name: ____________________

Title: ____________________

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: ____________________

Title: ____________________

Address: ____________________

E-Mail Address: ____________________

Phone: ____________________

Fax: ____________________

ENGINEER:

By: ____________________

Name: Leon E. Nobles, III, P.E.

Title: Vice President

Engineer License or Firm’s Certificate No. 51452

State of: FL

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jake Mathis

Title: Project Administrator

Address: 4428 Lafayette Street, Marianna FL

E-Mail Address: jakemathis@melvineng.com

Phone: 850 482-3045

Fax: 850 482-3957
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Date: 11-29-2018
Owner: Calhoun County
Project: CR 549 John G. Bryant Road CEI
CEI Consultant: David H. Melvin, Inc.
FPN:

CEI Consultant: David H. Melvin, Inc.
RESOLUTION OF CALHOUN COUNTY, FLORIDA
RESOLUTION NO. 2019-14

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CALHOUN COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AND ENTER INTO THE “STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT”

WHEREAS, Calhoun County, Florida, and the Florida Department of Transportation entered into a Small County Road Assistance Program Agreement whereby the Department agreed to provide financial assistance directly related to the resurfacing and widening of CR 549.

WHEREAS, Financial Project Number 440863-1-54-01 is hereby supplemented an additional Fifty-Seven Thousand Five Hundred Twenty-Four Dollars ($57,524) by the Department to cover the low bid amount and CEI costs associated with the resurfacing and widening of CR 549.

WHEREAS, the “State Funded Grant Supplemental Agreement” requires that a Resolution be passed by the Board of County Commissioners of Calhoun County, Florida authorizing the Chairman of the Board of County Commissioners of Calhoun County, Florida, to execute and enter into the “State Funded Grant Supplemental Agreement” attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Calhoun County, Florida, as follows:

1. The Chairman of the Board of County Commissioners of Calhoun County, Florida, is authorized to enter into and execute the “State Funded Grant Supplemental Agreement” attached hereto as EXHIBIT “A”.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Calhoun County, Florida, this 19th day of March, 2019.

CALHOUN COUNTY
BOARD OF COMMISSIONERS

______________________________  ______________________________
Gene Bailey, Chairman, BCC             Carla Hand, Clerk BCC

ATTEST:

______________________________  ______________________________
Gene Bailey, Chairman, BCC             Carla Hand, Clerk BCC
RESOLUTION OF CALHOUN COUNTY, FLORIDA
RESOLUTION NO. 2018-24

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CALHOUN COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AND ENTER INTO THE “SMALL COUNTY ROAD ASSISTANCE PROGRAM AGREEMENT”

WHEREAS, Calhoun County, Florida, has requested the State of Florida, Department of Transportation, for financial assistance for costs directly related to the resurfacing and widening of County Road 549; and,

WHEREAS, the State of Florida, Department of Transportation, has agreed to participate in the construction of up to the amount of Seven Hundred Sixty-Eight Thousand Fifty Dollars and Zero Cents ($768,050.00); and,

WHEREAS, the “State of Florida, Department of Transportation, Small County Road Assistance Program” requires that a Resolution be passed by the Board of County Commissioners of Calhoun County, Florida authorizing the Chairman of the Board of County Commissioners of Calhoun County, Florida, to execute and enter into the “State of Florida, Department of Transportation, Small County Road Assistance Program Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Calhoun County, Florida, as follows:

1. The Chairman of the Board of County Commissioners of Calhoun County, Florida, is authorized to enter into and execute the “State of Florida, Department of Transportation, Small County Road Assistance Program Agreement” attached hereto as EXHIBIT “A”.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Calhoun County, Florida, this 28th day of August, 2018.

CALHOUN COUNTY
BOARD OF COMMISSIONERS

Danny Ray Wise Chairman, BCC

ATTEST:

Carla Hand, Clerk BCC
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
STATE-FUNDED GRANT AGREEMENT  

FPN: 440863-1-54-01  Fund: SCRA  FLAIR Category:  
Org Code:  FLAIR Obj:  

FPN:  
Fund:  
Org Code:  
FLAIR Category:  
FLAIR Obj:  

FPN:  
Fund:  
Org Code:  
FLAIR Category:  
FLAIR Obj:  

County No: 47  
Contract No:  
Vendor No: F596000530061  

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Calhoun County Board of County Commissioners, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. Authority: The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
   
   ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   ☑ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   ☑ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   ☐ Insert Legal Authority, Insert Funding Program Name, Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as Exhibit "E", Recipient Resolution, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in County Road 549 widening and resurfacing project, as further described in Exhibit "A", Project Description and Responsibilities, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. Term of the Agreement, Commencement and Completion of the Project: This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before July 31, 2019. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in Exhibit "A" in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. Amendments, Extensions and Assignment: This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. Termination or Suspension of Project: The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. Project Cost:

   a. The estimated cost of the Project is $768,050.00. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $768,050.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

      ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit “A”, and as set forth in the Schedule of Financial Assistance in Exhibit “B”.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit “A”, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit “A”. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment F—Contract Payment Requirements.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit “G”, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement’s term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.
If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. Progress Reports. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."
m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit “B” for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: Use of Agency Workforce. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,
construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that are not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient’s complying in full with provisions of Section 287.055, Florida Statutes, Consultants’ Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants’ Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department’s right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

   i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract. or

   ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient’s use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient’s normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department’s right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient’s normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on
Department right-of-way shall conform to all applicable standards of the Department, as provided in Exhibit "F", Terms and Conditions of Construction, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
   [ ] shall
   [ ] shall not

   maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as Exhibit "E". This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through
the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted 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 "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us
v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient’s financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient’s records including financial statements, the independent auditor’s working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

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f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

“To the fullest extent permitted by law, the Recipient’s contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient’s sovereign immunity.”

b. The Recipient shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida’s Workers’ Compensation law.

c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the
standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department’s approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.


a. Exhibits A, B, D, and E, and Attachment F are attached to and incorporated into this Agreement.

b. ☑ The Project will involve construction, therefore, Exhibit “C”, Engineer’s Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ A portion or all of the Project will utilize the Department’s right-of-way and, therefore, Exhibit F, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

d. ☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____

e. Exhibit and Attachment List
   Exhibit A: Project Description and Responsibilities
   Exhibit B: Schedule of Financial Assistance
   *Exhibit C: Engineer’s Certification of Compliance
   Exhibit D: State Financial Assistance (Florida Single Audit Act)
   Exhibit E: Recipient Resolution
   *Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
   *Exhibit G: Alternative Pay Method

   Attachment F – Contract Payment Requirements

   *Additional Exhibit(s): _____
   *Indicates that the Exhibit is only attached and incorporated if applicable box is selected.
The remainder of this page intentionally left blank.
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

**RECIPIENT** Calhoun County Board of County Commissioners

By: [Signature]
Name: Danny Ray Wise
Title: BOC chair

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

By: [Signature]
Name: Jared Perdue, P.E.
Title: Director of Transportation Development

Legal Review:

By: [Signature]
Name: [Signature]
EXHIBIT “A”

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 440863-1-54-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

The Calhoun County Board of County Commissioners (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.855 miles

PROJECT DESCRIPTION: The proposed project will include widening the existing roadway of County Road 549 by two feet on each lane with 8" of limerock base, then paving two 1" lifts of asphalt for the total project length of 1.86 miles, at 24 feet wide with thermoplastic pavement markings, retro-reflective pavement markings, and signage. Minor drainage improvements will be made by upgrading seven existing cross drains and constructing concrete end walls on each. Erosion control will be accomplished by installing performance turf, sod/seed and mulch.

SPECIAL CONSIDERATIONS BY RECIPIENT:

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:
The Department hereby notifies the Recipient that for projects that are not located on the Department’s right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:
For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:
The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department’s review and approval prior to advertisement. Plans shall be submitted at 90% along with the engineer’s cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department’s Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).
EXHIBIT “A”

PROJECT DESCRIPTION AND RESPONSIBILITIES

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-0000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of $10 million or more.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by ___________

b) Design to be completed by n/a

c) Right-of-Way requirements identified and provided to the Department by ___________

d) Right-of-Way to be certified by ___________

e) Construction contract to be let by February 1, 2019.

f) Construction to be completed by July 31, 2019.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Department will issue Notice to Proceed to the Recipient after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract have been reviewed and approved.
# SCHEDULE OF FINANCIAL ASSISTANCE

**Recipient Name & Billing Address:**
Calhoun County Board of County Commissioners  
20859 Central Ave East Room G40  
Blountstown, Florida 32424

**Financial Project Number:**
440863-1-54-01

## I. Phase of Work by Fiscal Year:

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<tr>
<td>Local Participation (Any applicable waiver noted in Exhibit &quot;A&quot;)</td>
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STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

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II. TOTAL PROJECT COST: $768,050.00 $0.00 $0.00 $768,050.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells
District Grant Manager Name

________________________________________  ____________
Signature  Date
Engineer’s Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer’s Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Calhoun County Board of County Commissioners

PROJECT DESCRIPTION: County Road 549 widening and resurfacing project

FPID#: 440863-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: ___________________________
Name: _________________________
Title: __________________________

______________________________

ENGINEER’S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of “as-built” plans certified by the Engineer of Record/CEI.

By: ___________________________ P.E.

SEAL:
Name: __________________________
Date: ___________________________
EXHIBIT D
STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:
- ☑ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☑ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☑ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☑ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☑ Insert Program Name, Insert CSFA Number

*Award Amount: $768,050.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx
The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.
ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.
RESOLUTION OF CALHOUN COUNTY, FLORIDA
RESOLUTION NO. 2019-15

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
CALHOUN COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE
BOARD OF COUNTY COMMISSIONERS TO EXECUTE AND ENTER INTO
THE “STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT”

WHEREAS, Calhoun County, Florida, and the Florida Department of Transportation entered into a County Incentive Grant Program Agreement whereby the Department agreed to provide financial assistance directly related to the paving of Alliance Road.

WHEREAS, Financial Project Number 436666-1-54-01 is hereby supplemented an additional Twenty-Eight Thousand Dollars ($28,000) by the Department to cover the low bid amount and CEI costs associated with the paving of Alliance Road.

WHEREAS, the “State Funded Grant Supplemental Agreement” requires that a Resolution be passed by the Board of County Commissioners of Calhoun County, Florida authorizing the Chairman of the Board of County Commissioners of Calhoun County, Florida, to execute and enter into the “State Funded Grant Supplemental Agreement” attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Calhoun County, Florida, as follows:

1. The Chairman of the Board of County Commissioners of Calhoun County, Florida, is authorized to enter into and execute the “State Funded Grant Supplemental Agreement” attached hereto as EXHIBIT “A”.

DULY PASSED AND ADOPTED by the Board of County Commissioners of Calhoun County, Florida, this 19th day of March, 2019.

CALHOUN COUNTY
BOARD OF COMMISSIONERS

ATTEST:

Gene Bailey, Chairman, BCC

Carla Hand, Clerk BCC
Recipient: Calhoun County Board of County Commissioners
This Supplemental Agreement ("Supplemental"), dated ________________ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on December 20, 2017 as identified above.
All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:
Exhibit B - Update the Schedule of Financial Assistance
Exhibit D - Update State Financial Assistance Information
Exhibit E - New Resolution Approving Agreement

Reason for this Supplemental and supporting engineering and/or cost analysis:
The agreement is being supplemented with an additional $28,000. The funds are being added to cover the low bid amount and CEI costs associated with the project.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:          STATE OF FLORIDA
Calhoun County Board of County Commissioners  DEPARTMENT OF TRANSPORTATION

By:    ____________________________  By: ____________________________
Name:  Jared Perdue, P.E.          Name:__________________________
Title:  Director of Transportation Development

Legal Review:  

_____________________________________________
## RECIPIENT NAME & BILLING ADDRESS:
Calhoun County Board of County Commissioners  
20859 Central Ave. East, Room 130  
Blountstown, Florida 32424

## FINANCIAL PROJECT NUMBER:
436666-1-54-01

### I. PHASE OF WORK by Fiscal Year:  
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<th>Phase</th>
<th>FY 2018</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Design- Phase 34</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum Department Participation - (Insert Program Name)</td>
<td>% or $</td>
<td>% or $</td>
<td>% or $</td>
<td>% or $</td>
</tr>
<tr>
<td>Maximum Department Participation - (Insert Program Name)</td>
<td>% or $</td>
<td>% or $</td>
<td>% or $</td>
<td>% or $</td>
</tr>
<tr>
<td>Maximum Department Participation - (Insert Program Name)</td>
<td>% or $</td>
<td>% or $</td>
<td>% or $</td>
<td>% or $</td>
</tr>
<tr>
<td>Local Participation (Any applicable waiver noted in Exhibit “A”)</td>
<td>% or $ 0.00</td>
<td>% or $ 0.00</td>
<td>% or $ 0.00</td>
<td>% or $ 0.00</td>
</tr>
<tr>
<td>In-Kind Contribution</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Cash</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Combination In-Kind/Cash</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

| **Right of Way- Phase 44** |         |         |         |        |
| Maximum Department Participation - (Insert Program Name) | % or $ | % or $ | % or $ | % or $ |
| Maximum Department Participation - (Insert Program Name) | % or $ | % or $ | % or $ | % or $ |
| Maximum Department Participation - (Insert Program Name) | % or $ | % or $ | % or $ | % or $ |
| Local Participation (Any applicable waiver noted in Exhibit “A”) | % or $ 0.00 | % or $ 0.00 | % or $ 0.00 | % or $ 0.00 |
| In-Kind Contribution | $       | $       | $       | $ 0.00 |
| Cash | $       | $ 0.00 | $       | $ 0.00 |
| Combination In-Kind/Cash | $       | $       | $       | $ 0.00 |

<p>| <strong>Construction/CEI - Phase 54</strong> | $ 515,832.00 | $ 28,000.00 | $ 0.00 | $543,832.00 |
| Maximum Department Participation - (CIGP) | 100% or $ 515,832.00 | 100% or $ 28,000.00 | % or $ | 100% or $ 543,832.00 |
| Maximum Department Participation - (Insert Program Name) | % or $ | % or $ | % or $ | % or $ |
| Maximum Department Participation - (Insert Program Name) | % or $ | % or $ | % or $ | % or $ |
| Local Participation (Any applicable waiver noted in Exhibit “A”) | % or $ 0.00 | % or $ 0.00 | % or $ 0.00 | % or $ 0.00 |
| In-Kind Contribution | $ 0.00 | $       | $       | $ 0.00 |
| Cash | $ 0.00 | $       | $       | $ 0.00 |
| Combination In-Kind/Cash | $ 0.00 | $       | $       | $ 0.00 |</p>
<table>
<thead>
<tr>
<th>Insert Phase and Number (if applicable)</th>
<th>$ 0.00</th>
<th>$ 0.00</th>
<th>$ 0.00</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Department Participation - (Insert Program Name)</td>
<td>% or $</td>
<td>% or $</td>
<td>% or $</td>
<td>% or $</td>
</tr>
<tr>
<td>Maximum Department Participation - (Insert Program Name)</td>
<td>% or $</td>
<td>% or $</td>
<td>% or $</td>
<td>% or $</td>
</tr>
<tr>
<td>Maximum Department Participation - (Insert Program Name)</td>
<td>% or $</td>
<td>% or $</td>
<td>% or $</td>
<td>% or $</td>
</tr>
<tr>
<td>Local Participation (Any applicable waiver noted in Exhibit “A”)</td>
<td>% or $ 0.00</td>
<td>% or $ 0.00</td>
<td>% or $ 0.00</td>
<td>% or $ 0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>In-Kind Contribution</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$ 0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Combination In-Kind/Cash</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

| II. TOTAL PROJECT COST: | $515,832.00 | $28,000.00 | $0.00 | $543,832.00 |

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells  
District Grant Manager Name

__________________________  _______________________
Signature Date
EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)

*Award Amount: $543,832.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx
EXHIBIT “E”

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.
RESOLUTION 2019-16

BOARD OF COUNTY COMMISSIONERS

CALHOUN COUNTY, FLORIDA

A RESOLUTION AUTHORIZING THE CALHOUN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (IDA) CHAIRMAN TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT NAME FOR FDOT NUMBER 4235947 FROM:

“Construct Multi-Unit T-Hangar and Taxiways”

TO:

“Design and Construct Hangar Development”

AND REVISE THE PROJECT DESCRIPTION AND JUSTIFICATION ACCORDINGLY.

WHEREAS, Calhoun County owns and operates the Calhoun County Airport which serves the Calhoun County regional area.

NOW, THEREFORE, BE IT RESOLVED BY THE CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS, THAT THE WORK SPECIFIED IN THE REVISED PROJECT NAME AND DESCRIPTIONS IS SANCTIONED AND THE CALHOUN COUNTY IDA CHAIRMAN IS HEREBY AUTHORIZED TO COORDINATE THE JOINT PARTICIPATION AGREEMENT WITH THE FDOT AND PROVIDE THE AGREEMENT TO THE CALHOUN COUNTY BOARD OF COUNTY COMMISSIONERS FOR SIGNATURE.

This Resolution adopted in open regular meeting of the Calhoun County Board of County Commissioners this ____ day of ___________, 2019.

By: __________________________
    Danny Ray Wise, Chairman

SEAL

Attest: ________________________
RESOLUTION 2019-17
OF THE BOARD OF COUNTY COMMISSIONERS
OF CALHOUN COUNTY, FLORIDA

WHEREAS, the Calhoun County Board of County Commissioners of Calhoun County, Florida has unanticipated revenue in fiscal year 2018-2019 in the County Transportation Trust Fund I and the Recycling Grant. As well as reallocated expenditures between line items in the General Fund and the County Transportation Trust Fund II.

WHEREAS, said revenue is needed to help pay certain expenditures incurred in fiscal year 2018-2019,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The fiscal year 2018-2019 budget be amended as follows:

<table>
<thead>
<tr>
<th>General Fund</th>
<th>Current Budget</th>
<th>Increase Decrease</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grants Mgmt &amp; Executive:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01512-51112 Salaries</td>
<td>92,464</td>
<td>(52,473)</td>
<td>39,991</td>
</tr>
<tr>
<td>01512-51121 FICA/Medicare Payroll Taxes</td>
<td>7,074</td>
<td>(4,014)</td>
<td>3,060</td>
</tr>
<tr>
<td>01512-51122 Retirement</td>
<td>16,577</td>
<td>(6,112)</td>
<td>10,465</td>
</tr>
<tr>
<td>01512-51123 Health insurance</td>
<td>13,692</td>
<td>(7,401)</td>
<td>6,291</td>
</tr>
<tr>
<td><strong>129,807</strong></td>
<td><strong>(70,000)</strong></td>
<td><strong>59,807</strong></td>
<td></td>
</tr>
</tbody>
</table>

| Transportation: |                |                  |                |
| 01541-64000 Equipment | - | 70,000 | 70,000 |
| **129,807** | **(70,000)** | **59,807** |

| Emergency/Disaster Relief |                |                  |                |
| State-Emergency Management Preparedness Assistance |                |                  |                |
| 01525ST-51112 Salaries | 64,752 | (5,000) | 59,752 |
| 01525ST-51122 Retirement | 12,850 | (5,000) | 7,850 |
| 01525ST-64000 Equipment | 1,696 | 3,000 | 4,696 |
| 01525ST-34000 Contractual Services | - | 5,000 | 5,000 |
| 01525ST-49000 Other Current Charges | - | 2,000 | 2,000 |
| **79,298** | **-** | **79,298** |

| County Transportation Trust Fund I |                |                  |                |
| Revenues: |                |                  |                |
| 1136400-01000 Disposal of Fixed Assets | 50,275 | (5,700) | 44,575 |
| Expenditures: |                |                  |                |
| 11541-62000 Buildings | 50,275 | (5,700) | 44,575 |

| County Transportation Trust Fund II |                |                  |                |
| Expenditures: |                |                  |                |
| 12538H1-7-63SAM Sam Duncan Rd | - | 23,826 | 23,826 |
| 12538H1-1-63BLA Black Bottom Rd | 0 | 32,983 | 32,983 |
| 12541-34000 Other Contractual Services | 293,390 | (56,809) | 236,581 |
| **293,390** | **0** | **293,390** |

| Recycling Grant |                |                  |                |
| Revenues: |                |                  |                |
| 515364-00000 Disposal of Fixed Assets | 0 | 5,700 | 5,700 |
| Expenditures: |                |                  |                |
| 51539-49000 Other Current Charges | 2,600 | 5,700 | 8,300 |

THIS RESOLUTION ADOPTED by the Calhoun County Board of County Commissioners at their regular meeting this 19th day of March, 2019.

BOARD OF COUNTY COMMISSIONERS ATTEST:
CALHOUN COUNTY, FLORIDA:

Gene Bailey           Carla A. Hand
Chairman              Clerk of Court and County Comptroller

Calhoun County, Florida